



## GOTCHA TERMS AND CONDITIONS

1. THESE GOTCHA TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE "T&C") ARE APPLICABLE TO ALL THE PARTICIPANTS/CALLERS OF GOTCHA! (HEREINAFTER REFERRED TO AS THE "PROGRAMME") PROMOTED / ORGANIZED BY ASTRO RADIO SDN BHD (HEREINAFTER REFERRED TO AS "ASTRO RADIO" / "WE" / "US").
2. THE T&C CAN BE AMENDED OR VARIED FROM TIME TO TIME BY ASTRO RADIO WITHOUT PRIOR NOTICE, AND YOUR SUBSEQUENT PARTICIPATION OF THE PROGRAMME SHALL CONSTITUTE YOUR CONSENT TO THE MODIFICATION, AMENDMENT, VARIATION OR UPDATE.
3. By submitting your entry for the Programme via the hitz.fm website, you shall be deemed to have read, understood, accepted and agree to be bound by these T&C and our Privacy Notice.
4. Submission of your entry does not guarantee that your entry will be selected for the Programme. Astro Radio shall be entitled to reject or refuse your entry for whatever reason.
5. You represent and warrant that:
  - (i) all particulars in your entry and any statements made by you to Astro Radio prior to airing of the Programme are true, correct accurate and complete at the time of such entry and any applicable statements were made.
  - (ii) you have sought and obtained all consents required from any third party for Astro Radio to use and process his/her personal data provided by you for the Purposes stated in our Privacy Notice, including for the same (e.g. his/her name) to be disclosed in the Programme.
6. In consideration of Astro Radio offering you the opportunity to participate in the Programme, you hereby unconditionally and irrevocably:
  - (i) warrant and represent that you have all necessary rights, consent and power to enable and authorize Astro Radio to have the right and absolute discretion to broadcast the Programme using all and any personal data (including those of third party) and information provided by you in accordance with Astro Radio's Privacy Notice and Privacy Policy;
  - (ii) agree that all copyright subsisting in the Programme shall belong to Astro Radio absolutely;
  - (iii) agree that Astro Radio reserves the right, at its sole and absolute discretion, to use and exploit the Programme via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to you and/or any third party;
  - (iv) confirm that you have read and understood these T&C and you agree to abide by the same accordingly and agree to cooperate and to follow all instructions given to you;
  - (v) agree that you shall not by act or omission, directly or indirectly, bring Astro Radio into disrepute;



- (vi) agree that you shall not without the prior written consent from Astro Radio publish or disclose any information in connection with the Programme (including without limitation, to any representatives of media in any form whatsoever);
  - (vii) agree that you shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Programme;
  - (viii) agree that your participation in the Programme does not entitle you to wages, salary or any other compensation.
- 7 These T&C shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 8 You shall treat all information and knowledge obtained by you in relation to and/or in connection with the Programme and/or derived as a result of your participation in the same, including without limitation the Programme's operational details, mechanics, selection criteria ("**Confidential Information**"), as confidential and you shall, during and after the airing of the Programme based on your entry, take all precautions to prevent disclosures of the Confidential Information to any person or entity for any reason.
- 9 You forever waive, release and discharge Astro Radio, its agencies, affiliates, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which you or any party claiming through you hereafter may have arising out of your entry and/or participation in the Programme including (but not limited to) personal injury, defamation, third party claims and/or damage to property and whether or not direct, consequential or foreseeable.
- 10 You agree to indemnify Astro Radio, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered thereby arising out of or as a result of your breach of any of obligations and warranties in the T&C and/or your entry and/or participation in the Programme including (but not limited to) personal injury, defamation, third party claims and/or damage to property and whether or not direct, consequential or foreseeable.
- 11 You acknowledge that your entry and/or participation in the Programme shall at all times remain in full compliance with all applicable laws (including privacy law) and regulations.
- 12 All rights and privileges herein granted to Astro Radio are irrevocable and not subject to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall you have the right to injunctive relief or to restrain or otherwise interfere with the Programme, the production, distribution, exhibition and/or exploitation of the Programme and/or any product based on and/or derived from the Programme.
- 13 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of these T&C.

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