

KAMI CARE M BIZ WITH DIGI BUSINESS

Terms and Conditions for Submissions for the ‘Support Micro Businesses’ initiative (“Initiative”) organized by Astro Radio Sdn Bhd (“ARSB”) in conjunction with Digi Telecommunications (“DIGI”) (collectively referred to as “the Organiser”)

These are the terms and conditions which govern submissions by micro businesses that are interested to raise awareness and obtain exposure for their business.

1. The Initiative is open for submissions by all micro businesses established and operating in Malaysia (“**Participants**”). Micro businesses can include food vendors, homemakers who operate their own business from home, make-up artistes etc.
2. This Initiative is not open to employees/vendors/contractors and their immediate family members (spouse, children, parents, brothers and sisters) of the Organiser, MEASAT Broadcast Network Systems Sdn Bhd, Astro Entertainment Sdn Bhd, Astro Production Sdn Bhd, Astro Digital 5 Sdn Bhd and Astro Malaysia Holdings Berhad, and their affiliates and partners.
3. Participants have to log on to the radio stations’ websites (for SYOK Kenyalang: the SYOK Kenyalang Facebook page) and/or SYOK website or SYOK mobile application and fill in all the required details and in particular state:
 - brief background about the micro business including the name of the micro business (if any), registration number (if any) or their identification card number (if their micro business is not registered), type of micro business and address of the micro business;
 - describe how the micro business has been affected by the pandemic and why they need the Organiser’s help to promote the micro business;
 - give their contact details namely email / phone number;
 - submit a voice note containing the message the Participant wants to use to promote the micro business (the Organiser has discretion whether or not to use the voice note submitted).
4. Participants can nominate their own micro business or other micro businesses that they believe requires help. However, Participants can submit only one (1) entry for the Initiative. Duplicate or subsequent entry(ies) will be disqualified.
5. Each submission selected by the Organiser, shall receive the chance for their micro business to be promoted via the broadcasting of community service announcements (“**CSAs**”) which may at the Organiser’s absolute discretion include the voice note submitted, about the selected micro business on ARSB radio stations.
6. The period for submissions is from **Monday, 23rd August 2021 at 12 am** until **Thursday, 18th November 2021 at 12 pm** (“**Term**”). The CSAs shall be broadcasted from **Monday, 30th August 2021** until **Sunday, 21st November 2021**. The Organiser reserves the right to vary, extend, postpone or re-schedule the Term or any dates thereof at its sole discretion.
7. Submissions shall be considered on a weekly basis i.e. the CSAs to be recorded and broadcasted will be selected based on the submissions made in the preceding week beginning from the preceding Monday at 12 am until the preceding Thursday at 12 pm.

8. For each weekly round of selection, the Organiser shall select fourteen (14) micro businesses for which CSAs will be recorded and broadcasted on ARSB's radio stations:

- ERA Central, ERA Sabah, ERA Sarawak, SINAR, GEGAR, ZAYAN, RAAGA, MY Central, MELODY, GOXUAN, HITZ, MIX, LITE, SYOK Kenyalang: will each promote (ten) 10 micro businesses per week
- MY Sabah, MY Sarawak, HITZ Sabah, HITZ Sarawak: will each promote four (4) micro businesses per week

The CSAs will be changed/refreshed weekly. The Organiser reserves the right to change or vary the number of micro businesses selected for each week during the Term.

9. The decision as to the radio station on which the CSAs are to be broadcasted will be determined by the Organiser in its absolute discretion. The broadcast of the CSAs shall be subject to the availability of slots and on Run of Station (ROS) basis. The Organiser does not commit to broadcast the CSAs for any specific amount of time.

10. Besides the promotion of the selected micro businesses, DIGI will also award ninety (90) selected Participants with digital solutions and mobile plans. Each of the ninety (90) selected Participants shall receive:

- mobile subscription plan for 6 months worth RM3,000 (comprising of 3x GD78 + FREE dSMS, AltHR, AVANA, Omni, Cisco Umbrella); and
- an opportunity to choose to switch to any of the DIGI connectivity plans under PENJANA campaign to claim up to RM6,000 from PENJANA and DIGI.

The receipt of the above advantages is subject to the ninety (90) chosen Participants, each recording a testimonial in audio and/or video form, if so required by the Organiser. The testimonial may be used for purposes including but not limited to marketing or promotions during / at the end of this Initiative, at the sole discretion of the Organiser. The amount of the mobile subscription plan and the amount claimable from the PENJANA campaign as stated above are mere estimations and the Participants shall not bring claims against the Organiser if the real amount of the above advantages are different from the amount stated in these Terms and Conditions.

11. The Participants acknowledge that the Organiser may run similar initiatives across ARSB's radio stations with differing start and end dates but that the ninety (90) Participants who shall be eligible to be selected to receive the digital solutions and mobile plans shall be selected from the entries submitted in these initiatives cumulatively during the period from 23rd August 2021 till 18th November 2021.

12. For the avoidance of doubt, nothing herein shall be construed to impose any commitment by the Organiser to promote the micro businesses, and the Organiser may in its absolute discretion reject or refuse any submission for any reason whatsoever. Any decision made by the Organiser with

regard to the Initiative shall be final and the Organiser shall not entertain any appeals or queries by the Participants against its decision.

13. ARSB retains the final discretion to amend, edit or modify the details submitted by Participants in order to make it suitable for broadcast on the radio station. The format, content, voice over talent for production of the CSAs and the manner in which the CSAs are presented will be determined by ARSB in its absolute discretion without reference to the Participants.
14. All concepts, audios, scripts, capsules, videos, testimonials and/or any other product or material in any form and format created, recorded and produced by ARSB pursuant to the Initiative (collectively, "**Works**") shall belong solely and exclusively to ARSB, and ARSB shall be the sole owner of all intellectual property rights of the Works. The Participants and/or the micro business that is nominated does not acquire any right in the Works and shall not use the Works for any other purpose without prior written approval from ARSB. By submitting an entry, the Participants grant ARSB and its affiliates a non-exclusive and royalty free license to use the trademark and brand name of their micro business in the CSAs to be produced and broadcasted.
15. By submitting an entry, the Participants agrees to assign and grant to ARSB and their affiliates or partners, a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivate works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the details/photo/video/story/testimonial submitted and waive the benefits of any moral rights in the details/photo/video/story/testimonial. ARSB and their affiliates or partners, shall have the sole right (but not the obligation) to use, upload or publish the details/photo/video/story/testimonial and/or to incorporate it in other works in any media and platform at its sole discretion for any purposes including promotional advertising and marketing purposes without any royalty payment whatsoever to the Participants and/or micro business that is nominated.
16. The Participants also agree that the Organiser and their affiliates or partners shall have the right to use their name, sobriquet, autograph, likeness, photograph, portrait, caricature, silhouette voice in connection with the CSAs and/or the exploitation of the CSAs or any part of it including its air time or online commercial, advertisement, publicity, merchandising, publishing, or music publishing endeavours.
17. Where the Participant is nominating other micro businesses, the Participant must have gained permission from those micro businesses to provide their details for the purpose of this Initiative.
18. The Organiser does not endorse or approve the micro business chosen nor certify or guarantee the accuracy or completeness of the CSAs and/or the information contained in the CSAs. The Organiser and their affiliates or partners expressly disclaims any and all liability relating to this Initiative including the reliance on the information in the CSAs and/or unauthorized use of the details provided pursuant to this Initiative and all interactions by Participants and/or micro business that is nominated with any third party pursuant to this Initiative. The Participants agree to indemnify and hold the Organiser and their affiliates or partners harmless to the fullest extent regarding all matters related to their participation in this Initiative including details submitted by them, the use of such details and all the Participants' interactions with any third party pursuant to this Initiative.

19. By submitting an entry:

- (i) the Participants acknowledge that it has read, understood and agreed to the terms of the Privacy Notice available on www.astroradio.com.my and consent to the processing of such personal data of the Participants and their employees, officers, servants and/or its other representatives by ARSB; and
- (ii) the Participants agree to be contacted by DIGI for promotional materials regarding DIGI products and/or services that may be of interest to the Participants.

20. ARSB reserves the right to amend, delete or add to these terms and conditions without any prior notice at any time, and by making a submission after any such amendment, deletion or addition, the Participant agrees to be bound by the terms and conditions as amended, deleted or added.