

**Terms and Conditions for the 'We Support Malaysian Music' initiative ("Initiative") organized by Astro Radio Sdn Bhd ("ARSB")**

1. The Initiative is open to all Malaysians interested in submitting music to ARSB ("**Participants**") whereby if selected ARSB shall promote their music on ARSB platforms.
2. Participants have to log on to the ARSB radio stations' websites and fill in all the required details. Where the Participant is under the age of 18 years old, the Participant must obtain the consent of his/her parent or legal guardian in order to be eligible to participate in the Initiative. ARSB considers it the responsibility of parents and/or guardian to monitor their children's participation in this Initiative. The parents and/or guardian may at the absolute discretion of ARSB be required to sign an indemnity in the form required by the ARSB as a precondition to their child's involvement in this Initiative.
3. The period for submissions is from **Thursday, 1 April 2021** until **Friday, 31 December 2021** ("**Term**"). ARSB reserves the right to vary, extend, postpone or re-schedule the Term or any dates thereof at its sole discretion. Participants can submit multiple entries for this Initiative during the Term.
4. For the avoidance of doubt, nothing herein shall be construed to impose any commitment by ARSB to promote the music submitted, and ARSB may in its absolute discretion reject or refuse any submission for any reason whatsoever. Any decision made by ARSB with regard to the Initiative shall be final and ARSB shall not entertain any appeals or queries by the Participants against its decision.
5. The Participants warrant that:
  - (i) they are the copyright owner of the music/photo/video submitted or have gained the necessary authorizations/permission from the copyright owner to submit the music/photo/video;
  - (ii) they have the legal right to and hereby grant to ARSB and their affiliates or partners, a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and licence to use, reproduce, edit, modify, adapt, publish, translate, distribute, perform, play, broadcast, stream, upload, make available to the public, and exercise all copyright and publicity rights with respect to the music/photo/video submitted and/or to incorporate the music/photo/video submitted in other works in any media and platform at the sole discretion of ARSB and their affiliates or partners, for any purposes including promotional advertising and marketing purposes without any royalty or fee payment whatsoever to the Participants;
  - (iii) they waive the benefits of any moral rights in the music/photo/video submitted;
  - (iv) the exercise by ARSB and their affiliates or partners, of the licences granted by the Participants does not infringe any copyright, right of privacy, right of publicity, moral right, performer's right or any other right of any person, firm or company; and

- (v) the music/photo/video submitted does not contain any indecent, defamatory, scandalous, explicit, inflammatory, obscene, profane or blasphemous material.
6. The decision as to the ARSB platforms on which the music is to be promoted will be determined by ARSB in its absolute discretion. For airplay promotion, the broadcast of the music shall be subject to the availability of slots and on Run of Station (ROS) basis. ARSB does not commit to promote the music for any specific amount of time.
  7. ARSB retains the final discretion to amend, edit or modify the music/photo/video submitted by Participants in order to make it suitable for promotion on the ARSB platforms.
  8. The Participants also agree that ARSB and their affiliates or partners shall have the right to use the Participants name, sobriquet, autograph, likeness, photograph, portrait, caricature, silhouette, voice in connection with this Initiative including for ARSB's airtime or online commercial, advertisement, publicity, merchandising, publishing, or music publishing endeavours.
  9. ARSB and their affiliates or partners expressly disclaims any and all liability relating to this Initiative. The Participants agree to indemnify and hold ARSB and their affiliates or partners harmless to the fullest extent regarding all matters related to their participation in this Initiative including but not limited to any claim of infringement by third parties pursuant to the exercise of the rights granted by Participants to ARSB and their affiliates or partners in this Initiative.
  10. By submitting an entry, the Participants agree to be bound by and acknowledge that they have read, understood and agreed to the terms of the Privacy Notice available on [www.astroradio.com.my](http://www.astroradio.com.my) and consent to the processing of such personal data of the Participants by ARSB, and also consent to the publishing of their personal data on public platforms for purposes including but not limited to promotional advertising and marketing.
  11. 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.