



MIX FACTOR TERMS AND CONDITIONS

A. BASIC TERMS

1.	Organiser	ASTRO RADIO SDN BHD (COMPANY NO. 199601031120 (403472-D))
2.	Radio Station	Mix
3.	Name of Competition/ Programme	Mix Factor
4.	Brief Description of Competition	Mix Factor is a singing competition organized by MIX to search for the next amateur Malaysian singer or band.
5.	Brief mechanism of Competition	<p><u>Submission week : Shortlisting of Top 10</u></p> <ol style="list-style-type: none"> 1. Contestants have to upload a singing video to their YouTube, Instagram and/or TikTok account, which must satisfy the following criteria: <ol style="list-style-type: none"> (i) accompanied by hashtag #MIXFactor ; (ii) must feature the Contestant who can be singing solo or be part of a band. For band submissions, there must be musicians and vocalists and the number of Contestants in the band cannot exceed 4 persons; (iii) song sung must be ORIGINAL whereby it must be composed and created entirely by the Contestants and the Contestants must be the copyright owners of the song; (iv) must be in High-Definition quality. (v) abide by the YouTube Community Guidelines found at: https://www.youtube.com/howyoutubeworks/policies/community-guidelines/ 2. Thereafter, Contestants have to log on to mix.syok.my and submit their details along with the links to the singing video. 3. Contestants are also subject to the following eligibility criteria: <ol style="list-style-type: none"> (i) must be amateurs and cannot be established artistes or singers/musicians. (ii) cannot have any current or prior recording contracts/agreements with any music labels/recording companies/talent management agencies or any other third parties. The Organiser shall have the absolute discretion in deciding what constitutes an amateur singer/musician and any decision made by the Organiser shall be final. (iii) must be between the age of 18-30 years old. <p>Contestants found to be in contravention of this criteria will automatically and immediately be disqualified.</p> 4. A Contestant may submit multiple entries in this Submission week. However, a Contestant only has one (1) chance to proceed to the Finale week. <p><u>Finale week :</u></p> <ol style="list-style-type: none"> 1. Based on the video submissions, the Top 10 shall be revealed on 19 September 2022. 2. Based on public voting, the Top 5 shall be revealed on 20 September 2022 and the Top 3 shall be revealed on 21 September 2022. 3. During this finale week, Contestants have to partake in any interviews and/or recordings as requested by the Organiser.

		<p>4. The Top 3 Contestants shall have to attend and perform in person at the Grand Finale on 23 September 2022 (which will be streamed live) whereby each Contestant (solo or band) shall have to perform 2 songs. The songs performed must be ORIGINAL whereby they must be composed and created entirely by the Contestants and the Contestants must be the copyright owners of the song.</p> <p>5. Contestants will need to bring their own instruments and the Organiser will only provide: electric drums / acoustic drums, bass amplifier, 2 x guitar amplifiers, DI box (audio interface).</p> <p>6. The final winner shall be decided by public votes and by judges appointed by the Organiser.</p> <p>The Contestants must adhere to the mechanism of the Competition as may be briefed and communicated to the Contestants by the Organiser during the Competition Period.</p>
6.	Eligibility Criteria	<p>a) The Competition is open to all Malaysians of the Age of Eligibility below.</p> <p>b) Contestants must be Malaysian citizens and must possess valid Malaysian Identity Cards.</p>
7.	Ineligibility	<p>The following persons are not eligible to participate in the Competition :-</p> <p>(a) Employees/vendors/contractors and their *immediate family members 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, the sponsor of the Competition and their affiliates and partners.</p> <p>(b) Has won any prize(s) up to a value either individually or collectively of a value of RM1,000 and below from the Radio Station in the period of thirty (30) days prior to entering the Competition.</p> <p>(c) Has won any prize(s) up to a value either individually or collectively of a value of RM1,001 to RM5,000 from the Radio Station in the period of ninety (90) days prior to entering the Competition.</p> <p>(d) Has won any prize(s) up to a value either individually or collectively of a value of RM5,001 and above from the Radio Station in the period of three hundred and sixty-five (365) days prior to entering the Competition.</p> <p>*immediate family members mean spouse, children, parents, brothers and sisters</p>
8.	Age of Eligibility	<p>a) The Contest is open to all Malaysians who are 18-30 years old and above at the time of submission of entry or as at the first date of the Competition Period.</p> <p>b) Where the Age of Eligibility permits participation of Contestants under the age of 18 years old, the Contestant must obtain the consent of his/her parent or legal guardian in order to be eligible to participate in the Competition and to receive the Prize. The Organiser considers it the responsibility of parents and/or guardian to monitor their children's participation in this Competition. The parents and/or guardian may at the absolute discretion of the Organiser be required to sign an indemnity in the form required by the Organiser as a precondition to their child's entitlement to the Prize.</p>
9.	Competition Period	<p>5 September 2022 - 23 September 2022</p> <p>The Organiser reserves the right to vary, extend, postpone or re-schedule the Competition Period or any of the dates thereof at its sole discretion.</p>
10.	Language of Competition	English

11.	Entry Procedure	<p>Submission week: Contestants must upload a singing video that fulfills the criteria mentioned in the Brief mechanism to their YouTube, Instagram and/or TikTok account, and submit the link to the video at mix.syok.my together with the relevant details.</p> <p>Finale week: Contestants have to be present at the venue of the Grand Finale and each perform 2 ORIGINAL songs.</p> <p>The Organiser shall be entitled to request to sight the original Identity Card or the originals of other supporting documents/materials for verification purposes.</p>
12.	Entry Deadline	<p>For Submission week, entries must be received by the Organiser on or before 11.59pm, 16th September 2022.</p> <p>Entries received before the commencement of the Competition Period and after the stipulated Entry Deadline will be disqualified and ineligible for consideration for participation and/or prizes.</p>
13.	Mode	<p>Social media – YouTube / TikTok / Instagram & Online - By logging on to Radio Station's website –mix.syok.my</p>
14.	Address	All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur
15.	Selection of Winner	<p>Submission week: Most interesting/best singing video to the satisfaction of the Organiser, as decided by the Organiser in its absolute discretion.</p> <p>Finale week: Winner shall be decided based on public voting and the judges appointed by the Organiser.</p>
16.	Prize	<p>The winner (who can either be solo or part of a band) shall win: - RM10,000 cash prize; and - 2 years contract with Rocketfuel Entertainment.</p> <p>If the winner is a band, then the RM10,000 cash prize is to be shared equally among the band members, and it is not the case that the band members shall each be given a RM10,000 cash prize.</p> <p>The Organiser reserves the right to amend this item whereby any such changes will be notified or communicated by the Organiser to the Contestants.</p>
17.	Notification of winners	Winner will be announced by the Organiser at the end of the Competition.
18.	Collection Period	To be advised
19.	Collection Venue	Not applicable
20.	Additional Terms, if any	<p>By entering this Competition, the Contestants agree to be bound by the Privacy Notice available at http://media2.fishtank.my/media/astroradio/assets/legal-privacy-terms/privacy-notice.pdf</p> <p>The Organiser's default method to pay the cash prize shall be by telegraphic transfer to the winner's bank account. The winner must provide accurate bank account or transfer details to the Organiser. In the event the telegraphic transfer transaction to the winner's bank account fails due to incomplete</p>

	<p>and/or wrong information provided by the winner, the Organiser reserves the right to deduct RM10.00 from the value of the cash prize for each re-submission of such transaction.</p> <p>If the winner wants to receive the cash prize in the form of a cheque, the winner will need to issue a letter to the Organiser stating their request. The winner shall be responsible for all charges related to the issuance, re-issuance and/or clearance of the cheque. Such charges shall be deducted from the value of the cash prize, unless such charges are incurred due to the negligence, omission and/or fault of the Organiser.</p> <p>This Competition/Promotion is in no way sponsored, endorsed, administered by, or associated with YouTube / Instagram / TikTok. The Contestants understand that the Contestants are providing their information to the Organiser and/or sponsor and not YouTube / Instagram / TikTok.</p> <p>Contestants and/or any third parties associated with them shall not be allowed to influence the voting process and/or do anything which is tantamount to exploiting the Competition which includes but is not limited to offering incentives/prizes in exchange for votes. The Organiser has a right to immediately disqualify the Contestant if they and/or third parties associated with them are found to be in breach of this clause.</p> <p>Contestants also agree to participate in interview(s), photo(s), recording(s) and/or video(s) as and when requested by the Organiser, and the Organiser has the right to use such interviews, publicity photos, recordings, videos and/or films in any medium and in any manner (in whole or in part) as it deems fit, without payment of any compensation whatsoever. Nevertheless, the Contestants acknowledge that the Organiser is under no obligation to utilize or broadcast such interview(s), photo(s), recording(s) and/or video(s).</p> <p>The Contestants shall be available and be present at such location(s) as the Organiser may notify the Contestants throughout the Competition Period, failing which the Contestants may be disqualified and the Organiser has the absolute right to select other Contestants to replace such disqualified Contestants.</p> <p>All Prizes won are strictly non-transferable to another party and cannot be exchanged or re-sold in any manner whatsoever for any other item, prize or cash.</p> <p>The panel of judges (if applicable) will be determined at the sole discretion of the Organiser and/or the sponsor. The Organiser may in its absolute discretion disqualify any Contestants for any reason whatsoever, and any decisions by the judges, Organiser and/or the sponsor relating to the Competition shall be final and the Organiser and/or the sponsor will not entertain any appeals by the Contestants against the decision.</p> <p>All costs and expenses which the Contestants may incur during the course of the Competition (including, without limitation, transfers to and from any venues, meals and drinks, styling, all items of personal nature) shall be borne by the Contestants.</p> <p>The Contestant agrees to assign and grant to the Organiser, the sponsor of the Competition 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 audio/photo/video uploaded or taken or recorded during the Competition and waive the benefits of any moral rights in the audio/photo/video. The Organiser, the sponsor of the Competition and their affiliates or partners shall have the sole right (but not the obligation) to use, upload or publish the audio/photo/video uploaded or taken or recorded during the Competition and/or to incorporate it in other works in any media and platform at its sole discretion for any purposes</p>
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		<p>including promotional advertising and marketing purposes without any royalty payment whatsoever to the Contestants.</p> <p>Submissions are subject to local laws and regulations and vetted by internal censorship processes. Any offensive submissions will be disqualified. The Contestant must either be the copyright owner of the song/photo/video/story uploaded by the Contestant or used in this Competition or have gained permission from the copyright owner to upload or use the song/photo/video/story for this Competition. The Contestant must have a parent or guardian's consent for children currently under the age of eighteen (18) years old to appear in photos or video footage and for those to then be uploaded to social media.</p>
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The Basic Terms and the Standard Terms and Conditions (collectively "Terms and Conditions") shall be binding on all contestants who participate in this Competition ("Contestants"). The definitions in the Standard Terms shall apply unless otherwise expressly agreed in the Basic Terms. In the event of any inconsistency between the Standard Terms and Conditions and the Basic Terms, the Basic Terms shall prevail to the extent of such inconsistency.

Entry and participation in the Competition shall be deemed an unconditional acceptance by the Contestants of the Terms and Conditions.