



ONLINE SURVEY TERMS AND CONDITIONS

A. BASIC TERMS

1.	Organiser	ASTRO RADIO SDN BHD (COMPANY NO. 199601031120 (403472-D))
2.	Brief Description of Survey	This is an online survey to giveaway various prizes as announced by the Organiser from time to time.
3.	Brief mechanism of Survey	<ol style="list-style-type: none"> 1. Participants must log on to the survey platform as announced by the Organiser. 2. Participants are required to answer all the questions stated in the survey and to complete the slogan given according to the word limit fixed by the Organiser in its absolute discretion. <p>A Participant may submit multiple entries in this Survey. However, a Participant can only win once in this Survey. Any subsequent wins (if declared) will be automatically void.</p> <p>The Participants must adhere to the mechanism of the Survey as may be changed, amended, notified or communicated by the Organiser during the Survey Period.</p>
4.	Eligibility Criteria	<ol style="list-style-type: none"> a) The Survey is open to all Malaysians of the Age of Eligibility below. b) Participants must be Malaysian citizens and must possess valid Malaysian Identity Cards.
5.	Ineligibility	<p>The Survey is <u>not open</u> for participation by 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 Survey and their affiliates and partners.</p> <p>*immediate family members mean spouse, children, parents, brothers and sisters</p>
6.	Age of Eligibility	<ol style="list-style-type: none"> a) The Survey is open to all Malaysians. b) However, for Participants 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 Survey and to receive the Prize. The Organiser considers it the responsibility of parents and/or guardian to monitor their children's participation in this Survey. 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.
7.	Charges	Not applicable
8.	Survey Period	<p>As announced by the Organiser from time to time.</p> <p>The Organiser reserves the right to vary, extend, postpone or re-schedule the Survey Period or any dates thereof at its sole discretion.</p>
9.	Language of Survey	As announced by the Organiser from time to time.

10.	Entry Procedure	The Participant must log on to the survey platform as announced by the Organiser, fill in all the details required then answer all the questions given in the survey and complete the slogan given.
11.	Entry Deadline	Entries must be received by the Organiser on or before 11.59pm on the last date of the Survey Period as announced by the Organiser.
12.	Mode	Online - By logging on to the survey platform as announced by the Organiser.
13.	Address	All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur
14.	Selection of winners	The Participant(s) with the most creative slogan to the satisfaction of the Organiser, as decided by the Organiser in its absolute discretion. The Organiser reserves the right to change the number of winners from time to time.
15.	Prize	The Participant(s) selected to be the winner shall win the prize as announced or notified by the Organiser from time to time.
16.	Notification of winners	Winner(s) will be notified after the Survey Period via SMS or call from the Organizer.
17.	Collection Period	To be advised.
18.	Collection Venue	To be advised.
19.	Additional Terms, if any	<p>By entering this Survey, the Participants agree to be bound by the Privacy Notice and Privacy Policy available at https://astroradio.com.my/</p> <p>In the event the telegraphic transfer transaction to the winner's bank account fails due to incomplete and/or wrong information provided by the winner, the Organiser reserves the right to deduct RM10.00 from the value of the Prize for each re-submission of such transaction.</p> <p>In the event the winner requires reissuance of cheque for the Prize, RM50.00 will be deducted from the value of the Prize unless such reissuance is due to the negligence, omission and/or fault of the Organiser.</p> <p>This Survey is in no way sponsored, endorsed, administered by, or associated with the survey platform being used by the Organiser. The Participants understand that the Participants are providing their information to the Organiser and/or sponsor and not the survey platform.</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 Participants for any reason whatsoever, and any decisions by the judges, Organiser and/or the sponsor relating to the Survey shall be final and the Organiser and/or the sponsor will not entertain any appeals by the Participants against the decision.</p> <p>If the Prizes awarded by the Organiser are in the form of free tickets, passes or vouchers:</p> <ol style="list-style-type: none"> the winner shall be bound by the event promoter's, sponsor's or issuer's terms and conditions; the winner must adhere to those terms and conditions set out on the ticket, pass or voucher (such as film classification) and the rules and regulations of the venue thereof; and the venue, date and time of the event/programme/movie/show may be changed at any time at the absolute discretion of the Organiser, event promoter and/or sponsor.

		<p>By answering the questions in the Survey, the Participant warrants that the information submitted by the Participant in the Survey is accurate and does not breach any laws or the rights of any other persons and the Participant agrees to assign and grant to the Organiser, the sponsor of the Survey 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 derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the information submitted in the Survey and waive the benefits of any moral rights in such information provided by the Participant in the Survey. The Organiser, the sponsor of the Survey and their affiliates or partners shall have the sole right (but not the obligation) to use, upload or publish the information and/or to incorporate it in other works in any media and platform at its sole discretion for any purposes including promotional advertising, research and marketing purposes without any royalty payment whatsoever to the Participants.</p> <p>Submissions are subject to local laws and regulations and vetted by internal censorship processes. Any offensive submissions will be disqualified.</p>
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The Basic Terms and the Survey Standard Terms and Conditions (collectively “Terms and Conditions”) shall be binding on all participants who participate in this Survey (“Participants”). The definitions in the Survey Standard Terms and Conditions shall apply unless otherwise expressly stated in the Basic Terms. In the event of any inconsistency between the Basic Terms and the Survey Standard Terms and Conditions, the Basic Terms shall prevail to the extent of such inconsistency.

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

B. SURVEY STANDARD TERMS AND CONDITIONS

1 INTRODUCTION

1.1 This Survey Standard Terms and Conditions (“Standard T&C”) shall govern the Survey that is organised by the Organiser as named in the Basic Terms. The Standard T&C shall be in addition to the terms as set out in the Basic Terms (the Basic Terms and the Standard T&C shall collectively be referred to as “Terms and Conditions”).

1.2 The Survey will be held during the Survey Period as set out in the Basic Terms. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Survey or extend the Survey Period at its sole discretion.

1.3 The brief mechanism of the Survey is set out in the Basic Terms. The Participants must adhere to the mechanism of the Survey as may be briefed and communicated to the Participants by the Organiser from time to time during the Survey Period.

1.4 The Survey will be organized by the Organiser in the Survey Language as set out in the Basic Terms.

1.5 The Entry Procedure of the Survey is as set out in the Basic Terms.

1.6 The Organiser reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Survey at its absolute discretion.

1.7 The Organiser may terminate or suspend the Survey at any time at its absolute discretion in which case, the Organiser may elect not to award any prize. Such termination or suspension will not give rise to any claim by the Participants. If the Survey is resumed by the Organiser, the Participant shall abide by the Organiser’s decision regarding resumption of the Survey and disposition of the Prizes.

2 SURVEY ENTRY

2.1 The Survey Entry must be complete, accurate and sent to the Organiser vide the Mode and to the Address together with such other documents as may be required as set out in the Basic Terms. Entries must be received by the Organiser on or before the Entry Deadline as set out in the Basic Terms.

2.2 Where the Mode of entry is via short messaging service (“SMS”) or multimedia messaging service (“MMS”), each Survey Entry sent by the Participant will be subject to a premium Charges as stipulated in the Basic Terms. This Charges is in addition to the standard fee charged by the Participant’s telecommunications service provider.

2.3 By submitting the Survey Entry, the Participant shall be deemed to have read, understood, accepted and agree to be bound by the Terms and Conditions of the Survey.

2.4 Submission of the Survey Entry does not guarantee the Participant the opportunity to participate in the Survey. The Organiser shall be entitled to reject or refuse participation by the Participants for reasons, including (without limitation) where the Survey Entry is not complete or any provisions in the Terms and Conditions is not fulfilled or adhered to by the Participant.

2.5 Entries must be received by the Organiser on or before the Entry Deadline as set out in the Basic Terms. Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.

3 ELIGIBILITY

3.1 The Participant Eligibility Criteria are as set out in the Basic Terms.

3.2 Participants may be required to submit further proof of their eligibility within such timeframe as may be required by the Organiser failing which the Organiser shall be entitled to disqualify the Participant.

4 INELIGIBILITY

4.1 Persons who are ineligible to participate in the Survey are as set out in the Basic Terms.

5 DISQUALIFICATION

5.1 The Organiser reserves the right to disqualify Participants and/or revoke the Prize (at any stage of the Survey) if:-

- 5.1.1 The Participant is ineligible or does not meet any of the Eligibility Criteria; or
- 5.1.2 The Participant breaches the Terms and Conditions or other rules and regulations of the Survey or violated any applicable laws or regulations; or
- 5.1.3 in the Organiser's sole determination, it believes that the Participant has attempted to undermine the operation of the Survey by fraud, cheating or deception.

5.2 In the event of a disqualification after the Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the ineligible Participant.

5.3 Whilst the Organiser will endeavour to conduct necessary verifications on the eligibility of Participants, failure to disqualify any ineligible Participants shall not be deemed a breach by the Organiser.

6 WARRANTIES

6.1 The Participant represents and warrants with the Organiser that –

- 6.1.1 the Participant has met all the eligibility criteria and has the right, authority and power to enter into the Survey in accordance with Terms and Conditions and shall provide such proof as the Organiser requires;
- 6.1.2 all the statements and responses to the Survey (if any and if so required) made by the Participant to the Organiser are true correct accurate and complete. The Participants are solely responsible for any content or responses submitted via the Survey.

6.2 In consideration of the Organiser offering to the Participant the opportunity to participate in a Survey, the Participant hereby unconditionally and irrevocably;

6.2.1 agrees that if so required by the Organiser, the winner shall make himself/herself available (without compensation) for the production, recording and publicity of the Survey during the such time and production schedule as may be notified by the Organiser:-

- (i) interview (which shall be recorded); and/or
- (ii) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording").

6.2.2 agrees and consents that the Organiser shall have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.

6.2.3 agrees that where Participants are required to submit any photographs, drawings, pictures, slogans, any materials or other creative works, including voice or video recordings (collectively "Intellectual Property") as part of the Survey responses, the Participant warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights.

6.2.4 agrees that the Organiser reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property 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 the Participant and/or the Survey winner(s) and/or representatives.

6.2.5 confirms that the Participant has read and understood Terms and Conditions of the Survey and the Participant agrees to abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the Participant.

6.2.6 agrees that all Prizes to be awarded in the Survey is contingent upon the accuracy of the information provided and disclosures made by the Participant and the full and complete performance of the Participants warranties, undertakings and obligations hereunder.

6.2.7 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser or the Sponsor into disrepute.

6.2.8 agrees that the Participant shall not without the prior written consent from the Organiser publish or disclose any information in connection with the Survey or Prize (including without limitation, to any representatives of media in any form whatsoever).

6.2.9 agrees that the Participant shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Survey or the Prize with any third party.

6.2.10 agrees that the Participant's participation in the Survey and/or Programme does not entitle the Participant to wages, salary or any other compensation.

7 PRIZES

7.1 The Prizes for the Survey shall be as set out in the Basic Terms.

7.2 The winners' names will be notified or announced by the Organiser by such mode and in such manner as set out in the Basic Terms.

7.3 All Prizes must be collected within the Collection Period and at such Collection Venue as set out in the Basic Terms. Failure to claim Prizes shall result in the Prizes being forfeited by the Organiser and the Organiser, its agents, sponsors and representatives shall have no liability to the Winners in any respect whatsoever.

7.4 Where the Prizes awarded non-cash prizes, the Participant shall not be entitled to redeem the same for cash or other alternatives.

7.5 The Organiser does not guarantee the availability of non-cash Prizes and the Organiser shall be entitled to replace and/or substitute such prize(s) with any other prize(s) of similar value as determined by the Organiser, its agents or sponsors at its sole discretion.

7.6 All prizes are strictly not transferable, assignable exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser. All specific or special terms and conditions that are attached to the Prize (whether by the Organiser or its agent or sponsor must be adhered to by the Participant).

7.7 Prizes must be claimed in person unless the Organiser prescribes other mode of collection. Where the Organiser elects to post a prize to a Survey winner, no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.

7.8 In special situations, and subject to the absolute discretion of the Organiser, a Survey winner may nominate a designated representative to collect a prize. The representative will be required to present written authorisation from the Survey winner and identification which includes a photograph for both the Survey winner and his/her representative.

7.9 The Participant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).

7.10 In the event that the Participant chooses not to accept a Prize, the Prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of the Organiser.

7.11 All Prizes are accepted entirely at the risk of the Participant and Prizes are awarded by the Organiser and/or sponsors without any warranty of any kind express or implied. The Participant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.

Holiday Prizes

7.12 If the Prizes awarded by the Organiser are travel/holiday prizes ("Holiday Prizes"):-

7.12.1 Holiday Prizes must be taken in accordance with the dates and destinations specified by the Organiser, its travel agencies or sponsors failing which it shall be forfeited. No cash alternative or alternative destination will be offered by the Organiser, its agents or sponsor.

7.12.2 Holiday Prizes must be taken in accordance with terms and conditions as may be set by the Organiser, travel agencies or sponsor including (without limitation) the following:-

- (i) the terms and conditions respective airlines/carrier;
- (ii) the terms and limitations of any insurance policy relating to the Holiday Prize;
- (iii) the terms and conditions in connection all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

7.12.3 Any travel prizes won by minors shall be in accordance with the terms and conditions of the respective carrier and where specified, accompanied by the parent(s) or legal guardian at the parent(s) or legal guardian own cost and expense.

7.12.4 Winners must hold a valid passport with at least six (6) months' validity period. It shall be the responsibility of winners to obtain the necessary visa and other travel documents at their sole cost and expense. No compensation whatsoever will be given should the winner fail to obtain such documents, regardless of the circumstances.

7.12.5 It shall be the responsibility of winners to obtain the necessary visa and other travel documents (if so required) at their sole cost and expense. Passport control and in-country authorities reserve the right to refuse entry. If the winner of a Holiday Prize is refused passage, entry or exit to or from the country being visited, the Organiser will not be responsible in any way to compensate the winner for such refusal of passage, entry or exit and any additional costs incurred will be at the sole cost and responsibility of the Winner.

7.12.6 In the event of unforeseen circumstances or circumstances outside the reasonable control of the Organiser and/or the sponsor, the Organiser and/or sponsor reserves the right to offer alternative destination of approximately similar value. No cash alternative will be offered.

7.12.7 Any flights, other transport, airport details, accommodation or other aspects of the Holiday Prize, dates and times quoted by the Organiser, its agencies, sponsors or representatives are for guidance only and are subject to change without notice with no liability arising.

7.12.8 Unless otherwise specified, the class of travel for any Holiday Prize incorporating an airfare is economy class.

7.12.9 Holiday prize winner must have sufficient financial resources to meet any financial commitment which they may incur in connection with the travel prize (including, without limitation, transfers to and from any airport specified in the travel prize, meals and drinks, room services, laundry, excess baggage, personal, medical and/or baggage insurance, all items of personal nature, custom tax and airport tax) beyond those included in the travel prize itself.

Ticket Prizes or other give-aways

7.13 If the Prizes awarded by the Organiser are in the form of free tickets or other forms of give-aways, winner shall be bound by the event promoter's terms and conditions. In the case of ticket prizes, the winner must adhere to those terms and conditions set out on the ticket and the rules and regulations of the venue thereof.

Cash Prizes

7.14 Where applicable, cash prizes shall be issued to the winners in the form of a cheque. Cash prize winners will be responsible for all related banking charges (including outstation cheque charges) imposed by banks in clearing his/her cheque.

8 DECISIONS OF THE JUDGES/ORGANISER

8.1 The criteria for the Selection of Winners shall be as set out in the Basic Terms.

8.2 Notification of Winners will via the means as set out in the Basic Terms.

8.3 The Judges/Organiser's decisions on all matters relating to the Survey (including without limitation, the selection of Participants, conduct of the Survey and/or any resolutions made) shall be final and absolute and binding on the

Participants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Organiser will be entertained.

8.4 The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Survey Period.

9 PROMOTIONAL ACTIVITIES

9.1 The Organiser and/or its affiliates reserve the right to send SMS messages or email notification to the Participants mobile phone numbers or email address containing information and promotional activities regarding any other Astro promotions.

9.2 If a Participant does not wish to receive such SMS messages or email the Participant is required to call and inform the Organiser accordingly.

10 GOVERNING LAW

10.1 The Terms and Conditions of the Survey shall be construed, governed and interpreted in accordance with the laws of Malaysia.

11 CONFIDENTIALITY

11.1 The Participant shall treat all Terms and Conditions and rules and regulations of the Survey and all information and knowledge obtained by the Participant in relation to and/or in connection with the Survey and/or Programme and/or derived as a result of his/her participation in the same, including without limitation the Organiser's business and operational details, the Survey mechanics, the judging/selection criteria for the Survey (hereafter collectively known as "Confidential Information"), as confidential and the Participant shall, during and after the Survey Period, take all reasonable precautions to prevent disclosures of the Confidential Information to unauthorized persons or entities for any reason whatsoever and undertakes to deliver to the Organiser all tangible materials embodying the Confidential Information including any documentation, records, listings, notes, sketches, drawings, memoranda, models accounts, reference materials, samples and machines readable media and equipment that is in any way related to the Confidential Information including all duplicates and copies thereof.

12 INDEMNITY

12.1 The Participants forever waive, release and discharge the Organiser, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the Participant or any party claiming through the Participant hereafter may have arising out of acceptance of any Prize(s) or participation in the Survey including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.

12.2 The Participant shall indemnify the Organiser, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered thereby as a result of the Participant's breach of the Participant's warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Survey.

13 COSTS

13.1 All costs incurred by the Participant in relation to and/or with respect to the Survey including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Survey shall be solely borne by the Participant. The Organiser shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

14 LIMITATION OF LIABILITY

14.1 The Participant acknowledges that his/her participation in the Survey shall be at his/her own risks.

14.2 The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Participant in respect of any failure to win a Prize in the Survey, defective Prizes or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Survey or arising out of or in connection with the Survey, the participation by the Participant in the Survey and/or the Prizes awarded.

14.3 The Organiser will not be responsible or liable for

14.3.1 any problem, loss or damage of whatsoever nature suffered by the Participant or any party due to any delay and/or failure in receiving and sending a Survey Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organiser or the Participant's telecommunication

service provider and/or resulting from participation or the downloading of any materials in the Survey. In the event of such error, interruption and/or failure, the Organiser shall not be responsible or liable for any failure encountered by any Participant to participate in the Survey or any failure encountered by the Organiser in fulfilling its obligations hereunder.

14.3.2 any error (including error in notification of Survey winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organiser's control.

15 GENERAL

15.1 The Organiser, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Survey and this Terms and Conditions, rules and regulations in respect of the Survey where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

15.2 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

15.3 All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Survey, the production, distribution, exhibition and/or exploitation of the Survey and/or Programme and/or any product or report based on and/or derived from the Survey and/or Programme.

15.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Survey.

15.5 The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.

15.6 By participating in the Survey and to be eligible for the prize, Participants are required to submit their personal data. All personal data provided by the Participants to the Organiser shall be treated in accordance with the Privacy Notice and Privacy Policy found on the Organiser's website. The Organiser shall collect the personal data of the Participants for the fulfilment of the prize and for purposes related to the Survey including but not limited to research, marketing or selling purposes.

15.7 Unless it is made expressly clear prior to completing the Survey, the Organiser shall not publish/disclose the Participants' identities and individual responses within any reports but the responses shall be used to amongst others create qualitative and insightful reports.

15.8 Where the Survey is conducted on a third-party site ("survey platform"), the Participants consent to the terms and conditions of the survey platform and acknowledge that the Organiser is not responsible for any risks, problems, loss or damage of whatsoever nature as a result of the use of the survey platform where the Survey is conducted. The Organiser does not endorse, approve or certify the accuracy or completeness of any information, data or statements made on such survey platforms.

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