



WHATSAPP NUMBER TERMS AND CONDITIONS

1. THESE WHATSAPP NUMBER TERMS & CONDITIONS (HEREINAFTER REFERRED TO AS THE “T&C”) ARE APPLICABLE TO ALL THE USERS/SENDERS OF WHATSAPP NUMBER (HEREINAFTER REFERRED TO AS THE “MESSENGER”) OWNED / MAINTAINED / KEPT 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 USAGE OF THE MESSENGER SHALL CONSTITUTE YOUR ACCEPTANCE TO THE MODIFICATION, AMENDMENT, VARIATION OR UPDATE.
3. By accessing / using the Messenger, you shall be deemed to have read, understood, accepted and agree to be bound by these T&C and our Privacy Notice available on our website. We reserve the right not to communicate with you via the Messenger as well as the right to limit and/or prohibit your communication with us via the Messenger at our sole discretion and we shall not be liable for any such limitation or prohibition.

4. DEFINITIONS

In these T&C, unless inconsistent with the context or otherwise specified, the following expressions shall have the meaning set forth below –

“Astro Group”	means Astro Malaysia Holdings Sdn Bhd (“AMH”) and any person or entity controlled by, or under common control with AMH. “Control” means ownership of shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.
“Astro Radio / We / us / our”	means Astro Radio Sdn Bhd (403472-D).
“Content”	means all forms of text, links, graphics, video, audio, files, data, images, photographs, pictures, gifs, logos, video clips, video streaming, news, live feeds, other data and other information.
“Platform(s)”	means radio stations, website, mobile application, social media platform and such other platform as may be owned, managed and/or operated by Astro Radio and/or Astro Group, from time to time.
“Post/Posted”	means to deliver, send, publish, display, submit and/or upload.
“User/you/your”	means individual or entity who is accessing / using the Messenger, which may include (though not limited to) listeners, contestants, participants, organisation and companies.
“User Generated Content”	means any uploaded material, data shared, or contribution made which includes without limitation all forms of text, links, photographs, graphics, video, audio, files, images, pictures, logos, video clips, video streaming, news, live feed or other data or information Posted by any User (including you) to us via the Messenger.

5. PERSONAL DATA

- 5.1 To learn about how we collect and protect your personal data, please refer to our Privacy Notice available on our website. Any non-personal information or material sent by you to us will generally NOT be treated as confidential.



- 5.2 We will only collect, process, use and share your personal information in accordance with our Privacy Notice and as set out in these T&C. By accessing / using the Messenger, you are deemed to have given us your consent to collect, process, use and share your personal data in accordance with our Privacy Notice. If you do not agree to our Privacy Notice, you should not access / use the Messenger.
- 5.3 If you are under 18 years old, please obtain your parent/guardian's permission before accessing / using the Messenger. Please do not provide us with any personal data unless you have obtained permission from your parent/guardian. Parental discretion is advised for all users below 18 years old. For users below 18 years old, we strongly encourage parents/guardians to monitor their children's usage to the Messenger and to help enforce our policy by instructing their children never to provide personal data through the Messenger without your prior permission. If you have reason to believe that a child under the age of 18 has provided personal data to us through the Messenger, please contact us and we will endeavour to delete such communication from the Messenger. Otherwise all personal data provided by a user shall be deemed to have been submitted by a user above 18 or has obtained the relevant permission from their parent/guardian.
6. The Messenger is meant for personal and non-commercial use only, unless agreed otherwise. You are not allowed to use the Messenger or any part thereof for any commercial use, whether or not for the purposes of gaining any form of profits from your clients or users without our prior written consent, including but not limited to adding us to a group chat via the Messenger.
7. You warrant that when accessing / using the Messenger, you will not Post any Content –
 - 7.1 that contains sexually explicit or pornographic material, including the use of explicit or inappropriate language and/or sexual references;
 - 7.2 that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual or political party;
 - 7.3 that harasses or advocates harassment of another person, including but not limited to our employees, shareholders, directors, contractors, agents and etc;
 - 7.4 that transmit the "junk message", "spam" or any other unsolicited mass mailing or other communication;
 - 7.5 that includes any information that you know is false, deceptive or misleading;
 - 7.6 that promotes illegal activities or conduct that is abusive;
 - 7.7 which infringes any intellectual property right or other proprietary right of others;
 - 7.8 that is threatening, obscene, defamatory, or libellous to any individual or organisation, including but not limited to our affiliates, employees, shareholders, directors, contractors, agents and etc;
 - 7.9 that constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, (a) pirated computer programs or links to them, (b) pirated music, images, or video, or links to pirated music, image, or video files;
 - 7.10 which you do not have a right to make available lawfully (such as insider's information, information which belongs to someone else or confidential information);
 - 7.11 that constitutes or includes any promotion, sales or other commercial activity such as sweepstakes, barter, advertising or other marketing activities; and
 - 7.12 that infringes any applicable law or regulation including any code and advisory guidelines laid down by Malaysian Communications and Multimedia Commission.
8. We reserve the right to investigate and take appropriate legal action, in our sole discretion, against anyone who violates any or part of the provisions in this clause 7, including without limitation to reporting such violators to the appropriate legal authorities. You shall indemnify us against all legal fees, damages and other expenses that may be incurred by us as a result of your breach of these warranties.



9. CONTEST ENTRY

- 9.1 In the event the mode of entry of a contest organized by Astro Radio can be done via Messenger, the submission of your entry does not guarantee that your opportunity to participate in the contest.
- 9.2 Astro Radio shall be entitled to reject or refuse your entry for whatsoever reason, including (without limitation) where your submission is incomplete or any provision in the Basic Terms and Contest Standard Terms and Conditions governing the said contest is not fulfilled or adhered to by you.

10. In consideration of Astro Radio offering you the opportunity to communicate via the Messenger, you hereby unconditionally and irrevocably –

- 10.1 warrant and represent that you have all necessary rights, consent and power to enable and authorize Astro Radio to have the perpetual right and absolute discretion to broadcast, use, reproduce, edit, modify, adapt, publish, translate, create derivate works from, store, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your User Generated Content worldwide and/or to incorporate your User Generated Content in other works in any Platforms, now known or later developed, for the full terms of any rights that may exist in your User Generated Content, and in accordance with privacy restrictions set out in our Privacy Notice;
- 10.2 agree that you are responsible for the User Generated Content Posted via the Messenger and all copyright subsisting in the User Generated Content shall belong to Astro Radio absolutely;
- 10.3 agree that Astro Radio reserves the right, at its sole and absolute discretion, to use and exploit the User Generated Content via any means or media and in any Platforms and at anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to you and/or any third party;
- 10.4 confirm that you have read and understood these T&C and you agree to abide by the same accordingly and agree to cooperate;
- 10.5 agree that you shall not by act or omission, directly or indirectly, bring Astro Radio into disrepute;
- 10.6 agree that whether or not the User Generated Content is broadcasted, used, reproduced, edit, modified, adapted, published, translated, stored, distributed, performed, played or made available to the public by us, we do not guarantee any confidentiality with respect to any User Generated Content;
- 10.7 agree that you shall not without the prior written consent from Astro Radio publish, make available, print-screen, distribute or disclose any information to public in connection with your communication with us via the Messenger; and
- 10.8 agree to be solely responsible for payment of all applicable charges incurred as a result of your access / use of the Messenger.

11. These T&C shall be construed, governed and interpreted in accordance with the laws of Malaysia.

12. You shall treat all information and knowledge obtained by you in relation to and/or in connection with the Messenger and/or derived as a result of your access / usage of the same, including without limitation the Messenger's conversations, mechanics, selection criteria ("**Confidential Information**"), as confidential and you shall take all precautions to prevent disclosures of the Confidential Information to any person or entity for any reason.



13. 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 access / usage of the Messenger including (but not limited to) personal injury, defamation, third party claims and/or damage to property and whether or not direct, consequential or foreseeable.
14. You agree to indemnify Astro Radio, its affiliates, agents 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 access / usage of the Messenger including (but not limited to) personal injury, defamation, third party claims and/or damage to property and whether or not direct, consequential or foreseeable.
15. You acknowledge that your access / usage in the Messenger shall at all times remain in full compliance with all applicable laws (including privacy law) and regulations.
16. 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 Messenger, the operation and business of Astro Radio and/or Astro Group.
17. 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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