

# Baba's & U Enggal Insta Chef

# **TERMS AND CONDITIONS**

# A. BASIC TERMS

1. Organiser		MEASAT BROADCAST NETWORK SYSTEMS SDN BHD [Company No. 199201008561 (240064-A)]			
		[Oompany No. 199201000001 (240004-7/)]			
2. Name of C	ontest	Baba's & U Enggal Insta Chef			
3. Brief Desc Contest/ Programm		Baba's & U Enggal Insta Chef" is a cooking video contest.			
4. Brief mecl	nanism of T	he Contest comprises two (2) phases as follows:			
	P	hase 1 - There will be six (6) monthly contests as per the Contest Block			
	_	et out in Clause 9 below. To participate in any Phase 1 Contest Block,			
	1	<ul> <li>The Contestant is required to (a) obtain a purchase of "BABA'S" product(s) (e.g. such products available at https://www.babas.com.my/index.php/business/product) ("BABA'S Product") where the purchase should be made within the relevant month of the Contestant's Entry submission ("Purchase") and (b) record a video ("Video") follow the below requirements: <ol> <li>i. Showing the process of cooking a dish/dishes using the BABA'S Product;</li> <li>ii. Solely featuring the Contestant himself/herself only in the Video;</li> <li>iii. Dialogue or narration of the Video must be in the Tamil language;</li> <li>iv. Must clearly demonstrate the recipe preparation steps during the cooking process;</li> <li>v. Should not feature any product which has the same, similar and/or competitive nature with the BABA'S Product;</li> <li>vi. Must show the official receipt evidencing the Purchase at the end of the cooking process or Video by clearly presenting the receipt number, receipt date and purchased item(s) of the BABA'S Product on such official receipt;</li> <li>vii. Duration should not exceed five (5) minutes;</li> <li>viii. Resolution must be in 1920 X 1080p (HD);</li> <li>ix. Must be cleared of broadcast rights (music, etc.). Important Note: - Unless relevant music rights are cleared, the Video shall not contain any third-party musical work or song which has been synchronized in any way (as an illustration, synchronization of a musical work means, without limitation, any form of edition, alteration or adaptation of lyrics to a</li> </ol> </li> </ul>			

- musical work owned by a third party);
- x. Must be original and shall not contain any third-party work/material unless the necessary rights/licenses/consent have been obtained;
- xi. No sensitive or illegal content that is prohibited in Malaysia, i.e. religion bashing, racism, sexual content, etc.; and
- xii. Video must be created within the Contest Period and not previously be posted, broadcast and/or published or otherwise be used, exploited, distributed or dealt with via any other means, manner and mediums.

(collectively referred to as "Entry Requirements")

- 2. The Contestant is required to use either one of their own Instagram, Facebook or YouTube accounts ("Contestant's Platform") to post the Video in accordance with the Entry Requirements to the Organiser with the HASHTAG #BabasInstaChef via the Entry Procedure by the prescribed Mode at the designated Address on or before the Entry Deadline as set out in the respective Clauses 11, 13, 14 and 12 below.
- 3. The Contestant is then required to complete the Contest Entry Form available at the Contest webpage (www.astroulagam.com.my/BabasInstaChef) with all particulars requested therein and the inclusion of the link to access the Video posted on the Contestant's Platform (one (1) form for each unique Video link), and send the completed Contest Entry Form ("Entry") to the Organiser via the Entry Procedure by the prescribed Mode at the designated Address on or before the Entry Deadline. The Contestant must ensure that the Contestant's Platform is set to public to enable the Organiser to view the Video posted on the Contestant's Platform.

Videos received from eligible Entries will be reviewed and evaluated by a panel of judges based on the following scoring criteria:

- (a) Creativity in Usage of BABA'S Product, Culinary Technique and Recipe Delivery 30%
- (b) Video Presentation Skill including Video Quality, Concept Originality 30%
- (c) Video Social Media Engagement Performance via the Contestant's Platform including number of likes, shares and comments 40%

Two (2) eligible Contestants with his/her Videos that are in accordance with the Entry Requirements and receive the highest scores in turn during the relevant Phase 1 Contest Block and having conformed to the Terms and Conditions will be selected as the Monthly Winners for the particular Phase 1 Contest Block and be required to proceed to Phase 2 of the Contest.

At the end of the Phase 1 Contest Block, four (4) eligible Contestants with his/her Videos that are in accordance with the Entry Requirements and receive the highest scores in turn throughout all the Phase 1 Contest Blocks and having conformed to the Terms and Conditions will be selected as the Overall Winners and be required to proceed to Phase 2 of the Contest.

The selection of the Videos and/or Entries shall be at the Organiser's sole discretion whose decision shall be final and no appeals shall be entertained.

	Phase 2 - There will be only one (1) Contest Block as set out in Clause 9 below. For the Phase 2 Contest Block,
	<ol> <li>Sixteen (16) Contestants comprising fourteen (14) Monthly Winners and four (4) Overall Winners from Phase 1 ("Phase 2 Contestants") will be required to attend and participate in a video production session organized by the Organiser ("Production Session") whereby each Phase 2 Contestant is to create one (1) brand new cooking video in accordance with such requirements as notified by the Organiser ("Phase 2 Video"). The Phase 2 Videos will be posted on the Contest webpage (www.astroulagam.com.my/BabasInstaChef) for online voting process.</li> <li>The Phase 2 Contestant with his/her Phase 2 Video that receives the highest vote will be selected as the Grand Prize Winner. "vote" refers to 'LIKE' that the Phase 2 Videos garner and only the total number of 'LIKE' garnered in the Contest webpage (www.astroulagam.com.my/BabasInstaChef) will be taken into consideration.</li> </ol>
	The Contestants must adhere to the mechanism of the Contest as may be notified or communicated by the Organiser during the Contest Period.
5. Eligibility Criteria	Subject to other criteria set out below and in the Contest Standard Terms and Conditions, the Contest is open to all Malaysians (citizens/permanent residents) of the Age of Eligibility below who:  i. have not been convicted of any criminal offence as at the date hereof or under any investigations or charge for any criminal offence (but exclude road traffic offences); and ii. have not been declared a bankrupt in the preceding six (6) years nor under any bankruptcy proceedings as at the date hereof.
6. Ineligibility	<ul> <li>a) Employees and scholars of the Organiser and its respective subsidiaries and associated companies, and their *immediate family members; and</li> <li>b) Employees of Baba Product (M) Sdn Bhd and its respective subsidiaries and associated companies, and their *immediate family members.</li> </ul>
	* "Immediate family members" means spouse, children, parents, brothers and sisters.
7. Age of Eligibility	18 years old and above as at 2 <sup>nd</sup> May 2022.
8. Charges	The Organiser does not charge for Contest entries submitted by the Contestants.  All costs incurred by the Contestants arising out of their participation in the Contest including without limitation to, preparation and submission of entries shall be at the Contestants' own expense.
9. Contest Period	The Contest Period is defined as follows:
	Phase 1

		Contes	.4			I	<del>-  </del>
		Block (Phase	Block Start Time/Date		End Time/Date		
		1	1 9:00AM / 2 <sup>nd</sup> May 2022		6:00PM / 31st May 2022		
		2 9:00AM / 1 <sup>st</sup> June 2022			6:00PM	1 / 30 <sup>th</sup> June 202	2
		3				1 / 31 <sup>st</sup> July 2022	
		4	3		6:00PM / 31st August 2022		
		5	5 9:00AM / 1 <sup>st</sup> September 2022		6:00PM / 30 <sup>th</sup> September 2022		er
		6	9:00AM / 1 <sup>st</sup> October 2022		6:00PM / 31 <sup>st</sup> October 2022		
		Phase 2	<u>'</u>				
		Contest Block (Phase Start Dat			ate	End Date	
		D	2)				-
		Section and		14 <sup>th</sup> Nover 2022		12 <sup>th</sup> Decembe 2022	er
			nline Voting	9:00AM /	12 <sup>th</sup>	6:00PM / 30 <sup>t</sup>	th
			9	December		December 20	
			niser reserves the eriod or any dates				le the
	_						
10.	Language	The Contest will be organised by the Organiser in the English language.  Video must be submitted in the Tamil language.					
11.	Entry Procedure	Phase 1					
		To participate in any Phase 1 Contest Block, eligible Contestants are required to:  i. Obtain a Purchase and record a Video that is in accordance with the Entry Requirements as well as Terms and Conditions; ii. Log on to the Contestant's Platform and post the Video to the Contestant's Platform with the #BabasInstaChef hashtag; iii. Log on to the Contest webpage at www.astroulagam.com.my/BabasInstaChef; iv. Complete all particulars as requested in the Contest Entry Form together with the link to access the Video posted on the Contestant's Platform; v. Read the Terms and Conditions and Privacy Notice and check on the acknowledgement box to indicate acceptance thereof; and vi. Click the "Submit" button to complete the participation.  Phase 2 As set out in Clauses 4 and 9 above as well as Clauses 12 – 14 below. The Organiser shall be entitled to sight the original Identity Card or the originals of other supporting documents/materials for verification purposes.					
12.	Entry Deadline	Phase 1					
			Contest Block (Phase 1)	Er	ntry Dead	dline	
			(1 1143 <del>C</del> 1)				

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			1		/I / 31 <sup>st</sup> May 2022	
			2		1 / 30 <sup>th</sup> June 2022	
			3		// / 31 <sup>st</sup> July 2022	
			4		/ 31 <sup>st</sup> August 2022	
			5		30 <sup>th</sup> September 2022	
			6	6:00PM / 31st October 2022		
		Phase	Phase 2			
			Contest Block (Phase 2) Entry Deadline			
			Production Session and Video Uploading		12 <sup>th</sup> December 2022	
			1 Online	e Voting	6:00PM / 30 <sup>th</sup> December 2022	
		after t			ent of the Contest Period fied and will be ineligible	
13.	Mode		Phase 1 Website only			
		Phase				
			Production Sess		On ground	
			Video Uploadi		Website	
			Online Voting	g	Website	
14.	Address	Phase 1 www.astroulagam.com.my/BabasInstaChef  Phase 2 Production Session To be advised by the				
			1 Toddelloff Session		Organiser	
			Video Uploadin	g <u>w</u>	ww.astroulagam.com.my	
			Online Voting		ww.astroulagam.com.my	
15.	Selection of Winners	• M F F F F F F F F F F F F F F F F F F	Monthly Winner x 12 For each Phase 1 Contest Block, two (2) eligible Contestants with his/her Videos that are in accordance with the Entry Requirements and receive the highest scores in turn during the relevant Phase 1 Contest Block and having conformed to the Terms and Conditions will be chosen as the Monthly Winners for the particular Phase 1 Contest Block subject always to such Contestants complying with the condition under Note (c) below.  Overall Winner x 4 At the end of the Phase 1 Contest Block, four (4) eligible Contestants with his/her Videos that are in accordance with the Entry Requirements and receive the highest scores in turn throughout all the Phase 1 Contest Blocks and having conformed to the Terms and Conditions will be selected as the Overall Winners subject always to such Contestants complying with the condition under Note (c) below.			

#### Phase 2

#### Grand Prize Winner x 1

The Phase 2 Contestant with his/her Phase 2 Video that receives the highest vote will be selected as the Grand Prize Winner subject always to such Phase 2 Contestant complying with the condition under Note (c) below and the following conditions:

- (a) entering into an agreement (or such other document as may be determined by the Organiser) with the Organiser at such venue and within the period stipulated by the Organiser for the appointment of such Phase 2 Contestant as a key opinion leader for BABA'S Product; and
- (b) posting one (1) cooking video featuring BABA'S Product for three (3) consecutive months from the date of Notification of winner;

failing which the Organiser shall be entitled to forfeit the Grand Prize and transfer the Grand Prize to the next winner at the Organiser's absolute discretion and the Organiser, its agents, sponsors and representatives shall bear no liability whatsoever vis a vis the Grand Prize Winner in this regard.

#### Tie Breaker

In the event of a tie in Phase 1 or Phase 2 (as the case may be), the panel of judges and/or the Organiser will determine the relevant Winner based on Creativity in Usage of BABA'S Product, Culinary Technique and Recipe Delivery and Video Presentation Skill including Video Quality, Concept Originality of the Video or Phase 2 Video (as the case may be) which shall be decided at the sole discretion of the panel of judges and/or the Organiser.

#### Note:

- (a) All votes accumulated and/or rankings are subject to verification. Winners will be officially announced in accordance with Clause 17 below.
- (b) The Organiser's decision will be final and no queries and/or appeals will be entertained.
- (c) All Winners must participate in the shooting and/or appearance of such shows or programmes or events, if so required by the Organiser, during the Contest Period and for the next three (3) months from the end of the Contest Period. All specific details in relation to the shows or programmes or events will be notified by the Organiser and are subject to change and/or availability as determined by the Organiser at its sole discretion. The Organiser reserves the right to request the relevant Winners to appear and shoot footages and/or other related shoots thereof for the shows or programmes or events from time to time. The Winners shall not receive any payment, compensation or reimbursement of any kind for his/her involvement in the shows or programmes or events.

# 16. Prize

### Phase 1

- Monthly Prize x 12
  - RM1,000.00 cash
- Overall Prize x 4
  - One (1) BABA'S Product Hamper

#### Phase 2

	1	- Grand Prize	, 1				
		<ul> <li>Grand Prize x 1         <ul> <li>RM10,000.00 cash payable in three (3) progressive payments</li> </ul> </li> </ul>					
17.	Notification of winners	The Winners' names will be announced and published by the Organise on the Organiser's website at <a href="https://www.astroulagam.com.my">www.astroulagam.com.my</a> on or before th following date or such other date as determined by the Organiser at it discretion:					
		Monthly Winner -					
		Contest Block (Phase 1) Notification Date					
		1	30 <sup>th</sup> June 2022				
		2	31 <sup>st</sup> July 2022				
		3	31st August 2022				
		4	30 <sup>th</sup> September 2022				
		5	31 <sup>st</sup> October 2022				
		6	30 <sup>th</sup> November 2022				
			er - 30 <sup>th</sup> November 2022 Winner - 14 <sup>th</sup> January 2023				
18.	Collection Period	Cash Prize Monthly Prize - Within six (6) weeks from the relevant date of Notificat of winners by the Organiser provided that the Monthly Prize Winner provide all required and accurate particulars.  Grand Prize – Within six (6) weeks from the relevant date of Notificat of winners by the Organiser provided that the Grand Prize Win provides all required and accurate particulars.  BABA'S Product Hamper Overall Prize – Within six (6) weeks from the relevant date of Notificat of winners.					
		Prizes not collected within the stipulated period will be forfeited.					
19.	Collection Venue	Cash Prize Cash Prize will be credited to Monthly Prize Winner(s)' and Grand Prix Winner's bank account as provided by such Winner(s) subject to the respective banks' prevailing terms and conditions governing the use the bank accounts.					
		Winners may be required to collect the Prizes in person at such loas may be notified by the Organiser.  BABA'S Product Hamper All Asia Broadcast Centre Technology Park Malaysia Bukit Jalil 57000 Kuala Lumpur Malaysia or any other venue as may be determined by the Organiser.					
20.	Additional Terms, if any	However, each C each Phase of	may submit multiple entries Contestant is only entitled to win the Contest. Any subsequent automatically void.	one (1) Prize in			

- b) The Organiser reserves the right to automatically disqualify any video submissions that utilises bogus or ghost accounts.
- c) The Contestants and Contributors are required to complete and/or sign all forms and/or documents pertaining to the Contest (including consent letter, release letter, etc.) as requested by the Organiser.
- d) Admission to the event venues mentioned in this document is subject to the rules and regulations of the relevant venues.
- e) The Contestant warrants, undertakes and agrees that: -
  - The Entry submitted shall be his/her original work and shall not infringe upon any right of any third party and/or violate any copyrights, patents, trade names, property or personal right or right of privacy or the moral rights of any third party. In the event any part of the Entry (including the music or lyrics, if any) is not an original work of the Contestant, the consent of the copyright owner must have been obtained by the Contestant prior to uploading and/or submission of the Entry. If such music clearances are not prior obtained, the Organiser would recommend for the Entry to be free from music compositions. For the avoidance of doubt, it is the sole obligation of the Contestant to get consent and clearance from the copyright owner for any music, song or lyric included in the Entry that is not an original work of the Contestant. The Organiser does not approve, encourage or authorize any unauthorized use of copyrighted music of the rights holder. If so requested by the Organiser, the Contestant shall provide Organiser with such rights clearance documentation.
  - (ii) The Entry shall not contain elements of nudity, pornographic images or sexual themes, graphic violence, defamatory or libelous statements or material considered illegal or may contravene the laws of Malaysia or materials likely to tarnish the image or reputation of the Organiser, or bring the Organiser into disrepute.
  - (iii) The Contestant hereby waives and has obtained waivers of all rights (including moral rights) from all persons who have contributed to the production of the Entry and the underlying works (collectively "Contributors") to which the Contributor and/or the Contestant is, now or may in the future, be entitled in any part of the world.
  - (iv) The Entry is in compliance with all the relevant rules, guidelines of the social media platforms.
  - (v) The Contestants are responsible for viewing and abiding by the terms of use and privacy policy posted on such social media platforms. The Contest is in no way sponsored, endorsed, administered by or associated with such social media platforms. The Contestants understand that he/she is providing his/her information to the Organiser and not such social media platforms.
  - (vi) The Organiser shall have the rights not to post or to remove without prior notice to the Contestants or cause the Contestants to remove any prohibited or infringing content in the Entries or any Entries content that contravenes the Malaysian Law.
  - (vii) The Organiser shall not be responsible for any infringement of any third-party rights and/or any violation of any law caused by the Contestant in failing to acquire and/or pay for the necessary rights/licenses to incorporate such third-party material into the Entries nor for any liability arising from the Contestant's publication of, distribution of or any other dealings of the Entries before, during or after the Contest.
  - (viii) The Organiser shall have the right to use or exploit the Entries or any part thereof in any and all media by any and all manner

- or means throughout the world for the full period of copyright including all renewals together with the right to authorize others so to do without having to pay any remuneration or royalties to the Contestants. For the avoidance of doubt, the Organiser is under no obligation to use, exploit or broadcast the Entries or any part thereof.
- (ix) The fact that the Organiser will shortlist the Entry does not relieve the Contestants from its obligations to ensure that the Entry submitted is in all aspects suitable and ready for exploitation by the Organiser.
- (x) The Contestant shall not use the Entry or any part thereof for purposes other than stipulated in the Terms and Conditions. If the Entry or any part thereof is published or distributed or dealt with in any manner whatsoever without prior consent from the Organiser, the Organiser shall at its absolute discretion be entitled to disqualify the Contestant and/or revoke any Prize won and shall bear no liability whatsoever in respect of the same.
- f) During the Contest Period and for three (3) months from the end of the Contest Period, the Contestants are not allowed to promote and/or take part in any other contest organised by other third parties and any engagement in relation to any product which has the same, similar and/or competitive nature with the BABA'S Product.
- e) The Contestant must be free from any contractual obligation/arrangement or any other legal encumbrance, which may prevent him/her from participating in this Contest and/or entering into possible service or management contract with the Organiser during/after the Contest Period.

The Basic Terms and the Contest Standard Terms and Conditions (collectively "Terms and Conditions") and the Privacy Notice shall be binding on all contestants who participate in this Contest ("Contestants"). The definitions in the Contest Standard Terms and Conditions shall apply unless otherwise expressly stated in the Basic Terms. In the event of any inconsistency between the Basic Terms, Contest Standard Terms and Conditions and the Privacy Notice, the Basic Terms and the Privacy Notice shall prevail to the extent of such inconsistency.

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