



## ASTRO CLASSIC GOLDEN MELODY 2021 TIKTOK CHALLENGE CONTEST

### TERMS AND CONDITIONS

#### A. BASIC TERMS

1.	<b>Organiser</b>	<p><b>MEASAT BROADCAST NETWORK SYSTEMS SDN BHD</b> Company Registration No.199201008561 (240064-A)</p> <p>AND</p> <p><b>TikTok Pte. Ltd.</b> Company Registration No. 201719908M</p>
2.	<b>Name of Contest</b>	ASTRO Classic Golden Melody 2021 TikTok Challenge.
3.	<b>Brief Description of Contest/ Programme</b>	<p>“<b>Astro Classic Golden Melody 2021 TikTok Challenge</b>” is a contest held on the TikTok application where eligible participants (“<b>Contestants</b>”) are required to select a song from the list of designated songs made available herein on the contest page, start a duet and submit the entry with hashtag #YesYouReallyCan on TikTok application.</p>
4.	<b>Brief mechanism of Contest</b>	<p>To participate in the Contest, Contestant should follow the following steps;</p> <p><b>a) App Download</b> Contestants are required to download the “<b>TikTok</b>” mobile application (“<b>App</b>”) via Apple App, Google Play or AppGallery, launch the same, sign up and/or login the App in order to participate in the contest;</p> <p><b>b) Song Selection and Singing</b> Contestants are then required to click on the “<b>CGM2021 TikTok Challenge</b>” banner to enter the contest page, select a song of his/her choice (“<b>Selected Song</b>”) from the list of designated songs made available herein (“<b>Available Song</b>”), start singing and recording the Selected Song; and</p> <p><b>c) Entry Submission and Voting</b> (i) Contestants are required to submit a complete recording of his/her singing of the Selected Song (“<b>Entry</b>”);</p> <p><b>IMPORTANT NOTE:</b></p> <ul style="list-style-type: none"> <li>• The Entry must be submitted on a duet basis and the Entry submitted must be sung by the Contestant(s) themselves.</li> <li>• For the recording to be considered as complete, the Duet video must include full vocal of the Selected Song as well as facial representation of the Contestants in the video.</li> <li>• Any Entry containing advertising/inappropriate contents will be removed and disqualified from the Contest; and</li> </ul> <p>(ii) The Entry submitted will be made available on the contest page for voting by the users of the App.</p> <p>Three (3) Entries with the highest number of votes in turn by the end of the Contest Period will be announce as the Champion, 2<sup>nd</sup> Prize Winner and 3<sup>rd</sup> Prize Winner as set out in Clause 15 below (“<b>Audience Category</b>”). The Organiser will also select one (1) Entry with best vocal technique as Editor Picks Winner (“<b>Jury Category</b>”). Contestants can submit multiple Entries by selecting and singing more than one (1) Available Song(s) and/or singing the Selected Song multiple times but a Contestant can only win one (1) Prize in the</p>

		<p>Audience Category or Jury Category respectively.</p> <p>If any Winner from the Audience Category or Jury Category is an *Active Astro customer of residential accounts or the **immediate family member of an *Active Astro customer with residential account, he or she is eligible to win the Bonus Prize (defined below).</p> <p><i>* “Active Astro Customers” means a subscriber of the Astro Service and whose account is current and active with no outstanding payment due or owing to Astro and who has not breached the Astro subscription agreement nor given any instructions to terminate and/or suspend his/her subscription to the Astro Service as at the date of winner notification. Such subscriber of the Astro Service must remain Active Astro customers until the date of collection of Prizes by the Winners.</i></p> <p><i>** “immediate family members” means spouse, children, parents, brothers and sisters.</i></p> <p>The Contestants must adhere to the mechanism and terms of the Contest as may be notified or communicated by the Organiser during the Contest Period.</p>
5.	<b>Eligibility Criteria</b>	<p>Subject to other criteria set out below and in the Contest Standard Terms and Conditions, the Contest is open to all Peninsular Malaysia citizen of the Age of Eligibility below who:</p> <p>a) Have not been convicted of any criminal offence as at the date hereof nor under any investigations or charge for any criminal offence (but exclude road traffic offences); and</p> <p>b) Have not been declared a bankrupt in the preceding six (6) years nor under any bankruptcy proceedings as at the date hereof.</p>
6.	<b>Ineligibility</b>	<p>(a) Employees and scholars of the Organiser and its respective subsidiaries and associated companies and their **immediate family members;</p> <p>(b) Employees of IPG Mediabrands Sdn Bhd and their **immediate family members;</p> <p>(c) Employee of Naga DBB Sdn Bhd and their **immediate family members;</p> <p>(d) Employees of TikTok Pte. Ltd. and their **immediate family members;</p> <p>(e) Champion of Classic Alive 2020; and</p> <p>(f) Past champions of all Classic Golden Melody singing competitions.</p> <p>**as defined in Clause 4 above.</p>
7.	<b>Age of Eligibility</b>	<p>Sixteen (16) years old and above as at 15<sup>th</sup> October 2021.</p> <p>Where the Age of Eligibility permits participation of Contestants under Eighteen (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 Contest and to receive the Prize. The Organiser considers it the responsibility of parents and/or guardian of the Contestant to monitor the Contestant's participation in this Contest</p>
8.	<b>Charges</b>	<p>(a) The Organiser does not charge the Contestants any fees for his or her participation in this Contest;</p> <p>(b) However, the usage of data to download and register the App for participation in the Contest will be subject to standard telecommunications service provider chargers. The above charges will be in addition to any other standard fee charged by the Contestant's telecommunications service provider;</p> <p>(c) All costs incurred for the Contest including without limitation to, preparation, travelling, and submission of entries and recording of Grand Final shall be at the Contestants' own expense; and</p>

		(d) The Contestant is responsible for any tax liability incurred for Prizes won by the Contestant.		
9.	<b>Contest Period</b>	From 20 <sup>th</sup> October 2021 to 30 <sup>th</sup> October 2021.  The Organiser reserves the right to vary, postpone or re-schedule the Contest Period or any dates thereof at its sole discretion.		
10.	<b>Language of Contest</b>	The Contest is organised and conducted in the <b>CHINESE</b> and/or <b>ENGLISH LANGUAGE</b> .		
11.	<b>Entry Procedure</b>	Contestants are required to;  (i) Login to the App; (ii) Click on the “ <b>CGM2021 TikTok Challenge</b> ” banner to enter the contest page; (iii) Read and understand the Terms and Conditions and Privacy Notice; (iv) Sing and record a Selected Song; and (v) Submit the Entry with hashtag #YesYouReallyCan.  The Organiser shall be entitled to request to sight the original Identity Card or the originals of other supporting documents/materials for verification purposes.		
12.	<b>Entry Deadline</b>	Entries must be received by the Organiser on or before 11:59pm; 30 <sup>th</sup> October 2021.  Entries received before the commencement of the Contest Period and after the stipulated Entry Deadline will be disqualified and ineligible for consideration for prizes.		
13.	<b>Mode</b>	TikTok Application.		
14.	<b>Address</b>	TikTok Application, which can be downloaded from Apple’s App Store, Google Play Store, or HuaWei’s App Gallery.		
15.	<b>Selection of Winners</b>	<b>a) Audience Category</b> Three (3) Entries with the highest number of votes on official Astro CGM TikTok account by the end of the Contest Period will be selected as the Winners of the Audience Category as follows; (i) One (1) Champion; (ii) One (1) 2 <sup>nd</sup> Prize Winner; and (iii) One (1) 3 <sup>rd</sup> Prize Winner.  In the event of a tie, the eligible Contestant whose Entry reaches the Organiser the earliest shall be the relevant Winner of the Audience Category;  <b>b) Jury Category</b> One (1) entry with the best vocal technique from a poll of Top one hundred (100) contestants will be selected as Editor Picks Winner as determined by the Organiser at its sole discretion; and  <b>c) Bonus Prize Winners</b> If any Winner from the Audience Category or Jury Category is an *Active Astro customer of residential accounts or the **immediate family member of an *Active Astro customer, he or she is eligible to double the cash prize they are entitled at one time from the Audience Category or Jury Category.  <i>Note:-</i> All votes accumulated and/or rankings are subject to verification, Winners will be officially announced in accordance with Clause 17 below. The Organiser’s decision will be final and no queries and/or appeals will be entertained.		
16.	<b>Prize</b>	<b>a) Audience Category:</b> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;"><b>Grade</b></td> <td style="width: 50%;"><b>Prize</b></td> </tr> </table>	<b>Grade</b>	<b>Prize</b>
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		<table border="1" data-bbox="611 174 1385 443"> <tr> <td data-bbox="611 174 916 266">One (1) Champion</td> <td data-bbox="916 174 1385 266"> <ul style="list-style-type: none"> <li>• RM 1,500 cash</li> <li>• One (1) Huawei Freebuds3 worth up to RM679</li> </ul> </td> </tr> <tr> <td data-bbox="611 266 916 356">One (1) 2<sup>nd</sup> Prize</td> <td data-bbox="916 266 1385 356"> <ul style="list-style-type: none"> <li>• RM 800 cash</li> <li>• One (1) Huawei Freebuds3 worth up to RM679</li> </ul> </td> </tr> <tr> <td data-bbox="611 356 916 443">One (1) 3<sup>rd</sup> Prize</td> <td data-bbox="916 356 1385 443"> <ul style="list-style-type: none"> <li>• RM 500 cash</li> <li>• One (1) Huawei Freebuds3 worth up to RM679</li> </ul> </td> </tr> </table> <p data-bbox="611 472 826 499"><b>b) Jury Category:</b></p> <ul data-bbox="655 501 1458 943" style="list-style-type: none"> <li>• One (1) Editor Picks – RM1,500 cash and a chance to sing at Astro CGM Grand Final 2021.</li> <li>• The Winner of the Jury Category is required to follow the guidelines/criteria as specified below;       <ol data-bbox="730 611 1458 779" style="list-style-type: none"> <li>To conduct RTK Swab test at least three (3) days before the Grand Final recording at their own expense;</li> <li>Must be fully vaccinated (14) days after 2<sup>nd</sup> dose before the Grand Final recording). There will be no exception on this. Proof of vaccination will be required before the recording; and</li> <li>Must be able to travel as specified in Clause 19 below.</li> </ol> </li> <li>• In the event any of the selected Winner does not meet the requisite requirements or declines, cannot be contacted, unable to travel or is not available to participate/sing at the Grand Final for any reason whatsoever, the Organiser shall be entitled to select the next available Winner. Any subsequent entry if so received or Prize even if so, announced shall be null and void.</li> </ul> <p data-bbox="611 972 802 999"><b>c) Bonus Prize:</b></p> <table border="1" data-bbox="611 999 1390 1176"> <thead> <tr> <th data-bbox="611 999 916 1025">Grade</th> <th data-bbox="916 999 1390 1025">Prize</th> </tr> </thead> <tbody> <tr> <td data-bbox="611 1025 916 1059">Champion</td> <td data-bbox="916 1025 1390 1059">RM 1,500 cash</td> </tr> <tr> <td data-bbox="611 1059 916 1093">2<sup>nd</sup> Prize Winner</td> <td data-bbox="916 1059 1390 1093">RM 800 cash</td> </tr> <tr> <td data-bbox="611 1093 916 1126">3<sup>rd</sup> Prize Winner</td> <td data-bbox="916 1093 1390 1126">RM 500 cash</td> </tr> <tr> <td data-bbox="611 1126 916 1176">Editor Picks Winner</td> <td data-bbox="916 1126 1390 1176">RM 1,500 cash</td> </tr> </tbody> </table> <p data-bbox="611 1205 675 1232"><i>Note:-</i></p> <ul data-bbox="611 1234 1458 1373" style="list-style-type: none"> <li>• For cash equivalent products or services, it is NOT exchangeable for cash.</li> <li>• All cash equivalent products or services are strictly subject to Terms and Conditions of Use as may be imposed by the Organiser and/or Merchant, The Organiser shall not be responsible for any inability or disqualification in claiming or using such prizes.</li> </ul>	One (1) Champion	<ul style="list-style-type: none"> <li>• RM 1,500 cash</li> <li>• One (1) Huawei Freebuds3 worth up to RM679</li> </ul>	One (1) 2 <sup>nd</sup> Prize	<ul style="list-style-type: none"> <li>• RM 800 cash</li> <li>• One (1) Huawei Freebuds3 worth up to RM679</li> </ul>	One (1) 3 <sup>rd</sup> Prize	<ul style="list-style-type: none"> <li>• RM 500 cash</li> <li>• One (1) Huawei Freebuds3 worth up to RM679</li> </ul>	Grade	Prize	Champion	RM 1,500 cash	2 <sup>nd</sup> Prize Winner	RM 800 cash	3 <sup>rd</sup> Prize Winner	RM 500 cash	Editor Picks Winner	RM 1,500 cash
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17.	<b>Notification of Winners</b>	The Winners' names will be announced and published by the Organiser on the Organiser's website at <a href="http://www.cgm.astro.com.my">www.cgm.astro.com.my</a> within fourteen (14) working days from the end of the Contest Period or such other date as determined by the Organiser at its discretion.																
18.	<b>Collection Period</b>	<p data-bbox="611 1541 1458 1680">After Notification of Winners above, Winners will be contacted by the Organiser via in-app messages on the App and are required to respond with all requested particulars within three (3) working days from the receipt of such in-app messages and collect the Prize(s) within Ninety (90) working days from the provision of the requested particulars.</p> <p data-bbox="611 1709 1281 1736">Prizes not collected within the stipulated period will be forfeited.</p>																
19.	<b>Collection Venue</b>	<p data-bbox="611 1760 730 1787"><b><u>Cash Prize</u></b></p> <p data-bbox="611 1789 1458 1872">To be credited to Winner(s)' bank account as provided by such Winner(s) subject to the respective banks' prevailing terms and conditions governing the use of the bank accounts.</p> <p data-bbox="611 1901 826 1928"><b><u>Huawei Freebuds 3</u></b></p> <p data-bbox="611 1930 1249 1957">To be sent to Winner's address as provided by such Winner.</p> <p data-bbox="611 1986 930 2013"><b><u>CGM Grand Final Recording</u></b></p> <p data-bbox="611 2016 1458 2067">Editor Picks Winner is required to attend and sing at CGM's Grand Final recording. Venue, date and time to be advised by the Organiser.</p>																

		Or any venues as may be determined by the Organiser. Winners may be required to collect the Prizes at a location to be decided by the Organiser if so notified.
20.	<b>Additional Terms, if any</b>	<p>a) Eligible Contestants may submit multiple entries in this Contest. However, each eligible Contestant is only entitled to one (1) Prize in each category throughout the Contest Period. Any subsequent Prize in the same category even if so announced shall be null and void;</p> <p>b) Contestants, Contributors and/or Winners are required to complete and/or sign all forms and/or documents pertaining to the Contest (including acknowledgment letter, consent letter, release letter, etc.) as requested by the Organiser prior to and/or post shooting and/or other related activities pertaining to the programme;</p> <p>c) The Contestants shall not receive any payment, compensation or reimbursement of any kind for his/her involvement in the programme and recording session;</p> <p>d) The Organiser reserves the right to request the Contestants to appear and/or shoot episodes and/or footages and/or other related shoots thereof for the programme from time to time;</p> <p>e) Admission to the venues mentioned in this document is subject to the rules and regulations of the relevant venues;</p> <p>f) Such relevant subscribers of the Astro Service must continue to be *Active Astro customers until the collection of Bonus Prizes by the Bonus Prize Winners, failing which the Organiser reserves the right to disqualify the Bonus Prize Winners from the Contest and any Bonus Prize won will be forfeited;</p> <p>g) The Organiser shall bear no responsibility for any loss and/or damage to the Prizes delivered by post; and</p> <p>h) The Contestant warrants, undertakes and agrees that:-</p> <ol style="list-style-type: none"> <li>i. Entry submitted shall be original 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;</li> <li>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, Classic Golden Melody or Classics Alive or bring the Organiser, Classic Golden Melody or Classics Alive into disrepute;</li> <li>iii. 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 Entry nor for any liability arising from the Contestant's publication of, distribution of or any other dealings of the Entry before, during or after the Contest. To the maximum extent permitted by applicable laws, each Contestant agrees to indemnify and hold the Organiser harmless from and against any and all claims, damages, liabilities, costs and</li> </ol>

		<p>expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and Conditions and/or arising out of or in connection with the Contest;</p> <p>iv. 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 "<b>Contributors</b>") to which the Contributor and/or Contestant, is now or may in future, be entitled in any part of the world;</p> <p>v. The Organiser shall have the right to use or exploit the Entry 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 Entry or any part thereof;</p> <p>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 Entry or any Entry content that contravenes the Malaysian Law;</p> <p>vii. 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 respects suitable and ready for exploitation by the Organiser;</p> <p>viii. He/She shall not use the Entry or any part thereof for purposes other than stipulated in the Terms and Conditions. In the event that 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;</p> <p>ix. In the event of any dispute arising from the Contest or relating to the interpretation of the Terms and Conditions, the Organiser's decision shall be final and binding on all parties;</p> <p>x. The App and its related services are provided "<b>as is</b>". To the extent permitted by law, the Organiser excludes all warranties, express, statutory or implied. The Organiser disclaims the warranties or conditions of noninfringement, merchantability and fitness for a particular purpose;</p> <p>xi. The Organiser collects the Contestants' personal information in order to conduct the Contest and each Contestant consents to the Organiser using, processing and/or disclosing (including to third parties overseas) their personal information for this purpose, in accordance with these Term and Conditions. Contestants can view the Organiser's Privacy Policy <a href="#">here</a>; and</p> <p>xii. The Terms and Conditions shall be interpreted and construed according to the laws of Malaysia and any dispute shall be subject to the exclusive jurisdiction of Asian International Arbitration Centre.</p>
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The Basic Terms and the Contest Standard Terms and Conditions (collectively "**Terms and Conditions**") 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 Contest Terms and the Contest Standard Terms and Conditions, the Basic Terms 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.