



THE KUIH MASTER 2024 BASIC TERMS AND CONDITIONS

1.	Organiser	MEASAT BROADCAST NETWORK SYSTEMS SDN BHD (Company No. 199201008561 (240064-A)) All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur, Malaysia.
2.	Producer	DUOLABS CREATIVE SDN. BHD. (Company No. 201801013544 (1275560-T)) 01-23-06, Persiaran Jalil Utama, Bukit Jalil, 57000 Kuala Lumpur.
3.	Name of Gameshow	The Kuih Master 2024 (" Gameshow/Programme/Competition ")
4.	Brief Description of Gameshow	The Kuih Master 2024 is a Culinary Competition Reality Show focused on kuih, dedicated to replicating the traditional craftsmanship of local kuih.
5.	Brief mechanism of Gameshow	<p>The Gameshow comprises the following stages:</p> <p>a) Open Audition</p> <ul style="list-style-type: none">- Eligible Contestants are required to attend an Open Audition. During the Open Audition they will be required to:<ul style="list-style-type: none">(a) submit the Application Form (which can be obtained at the open audition venue / kuihmaster.astro.com.my), attaching the following supporting documents (which shall be non-returnable):<ul style="list-style-type: none">(i) one (1) clear photocopy of the Contestant's Identity Card (new); and(ii) two (2) recent 4R-sized photographs of the Contestant (one half-body shot and one full-body shot);(b) bring one or more Hokkien Kuih that they made and present the same to the appointed judges. The judges will evaluate the kuih and score the kuih presented based on established scoring criteria. The Top thirty-three (33) Contestants with suitable entries will be selected ("Selected Contestants") and are required to attend the Closed-Door Audition. The selection of the entries shall be at the Organiser's sole discretion, whose decision shall be final and no appeals shall be entertained. <p>b) Closed-Door Audition</p> <ul style="list-style-type: none">• The Selected Contestants are required to bring their own ingredients and kitchenware and cook one Hokkien Kuih on the spot during the Closed-Door Audition. The kuih will be judged by the appointed judges based on established scoring criteria. The Top nine (9) Selected Contestants will be shortlisted ("Shortlisted Contestants") and proceed to the next stage of the Gameshow. <p>c) Elimination Stage</p> <ul style="list-style-type: none">- There will be 6 stages as below:• Episode 1 - Angku Kuih Legend• Episode 2 - Battle of Traditional Establishments• Episode 3 & 4 - Market Recipe Replication• Episode 5 - North-South Open Competition• Episode 6 - Kuih Master Rescue Plan

		<ul style="list-style-type: none"> • Episode 7 - Time-Travel Challenge - The contestant will be required to complete a kuih based on the task assigned and the kuih will be 100% evaluated by the appointed judges. <p>d) Grand Finale</p> <ul style="list-style-type: none"> - Episode 8 - The ultimate battle for the Top 3 Contestants involves selecting one theme each from the three major themes for the challenge. To ensure a comprehensive representation of the various festivals celebrated by the Hokkien people, each contestant will be required to choose a different theme. The Judges will then evaluate the entries and offer a token for the recipes. The contestant with the most tokens awarded will be crowned the champion of the season. <p>The Contestants must adhere to the mechanism of the Gameshow as may be briefed and communicated to the Contestants by the Organiser from time to time during the Gameshow Period.</p>
6.	Eligibility Criteria	<p>a) Subject to other criteria set out below and in the Standard Terms and Conditions, the Gameshow is open to all Malaysian individuals aged 18 years old and above. For avoidance of doubt, please refer to the Age of Eligibility below.</p> <p>b) Contestants should be in good physical health and able to engage in various activities that may require physical exertion. Any existing medical conditions or physical limitations that may affect participation should be disclosed during the application process, including:</p> <ul style="list-style-type: none"> - Cardiovascular conditions (e.g., heart disease, hypertension) - Respiratory conditions (e.g., asthma, chronic obstructive pulmonary disease) - Allergies (e.g., food allergies, insect allergies) - Psychological conditions (e.g., anxiety disorders, depression) <p>Individuals with pre-existing health conditions or medical concerns should consult with a healthcare professional before applying to ensure that participation in the Gameshow is safe for them. Participation in the Gameshow is voluntary, and Contestants shall be solely responsible for ensuring their own health and well-being throughout participation.</p> <p>c) Contestants should be aware that the Gameshow may involve the preparation and consumption of non-halal recipes. Contestants must be comfortable with engaging in activities that may include ingredients not compliant with halal dietary practices. It is advised that individuals who adhere to strict halal dietary restrictions take this into consideration before applying.</p> <p>d) The Gameshow will be conducted in Hokkien and Mandarin, and all contestants must be able to converse in either Hokkien or Mandarin.</p> <p>e) Contestants must have no criminal records as at the date hereof or be presently under any investigations or charge for any criminal offence (excluding road traffic offences); and</p> <p>f) Contestants must be free of any bankruptcy declaration or proceedings in the preceding six (6) years prior to the participation in the Gameshow and must not be under any bankruptcy proceedings as at the date hereof and for the duration of the shooting of the Gameshow.</p>
7.	Ineligibility	<p>a) Employees of the Organiser, the Producer and their respective subsidiaries and associated companies, and their *immediate family members;</p>

		<p>b) Employees of the sponsors of the Programme and their *immediate family members;</p> <p>c) Judges for the Gameshow and their *immediate family members.</p> <p><i>*Immediate family members mean spouse, children, parents, brothers and sisters (including adoptive members).</i></p>
8.	Age of Eligibility	<p>a) The Competition is open to Malaysians who are 18 years old and above (meaning not below 18 years old as at 31st December 2006). If the Contestant was born after this window, he/she is not eligible to participate in the Competition.</p>
9.	Gameshow Period	<p>a) <u>Open Audition</u> 9th March 2024 – 10th March 2024</p> <p>b) <u>Closed-Door Audition</u> 23rd March 2024 – 24th March 2024</p> <p>c) <u>Competition (Episode 1 to Episode 8)</u> 1st April 2024 – 30th April 2024</p> <p>The Organiser reserves the right to amend, postpone or re-schedule the Gameshow Period or any date thereof at its sole discretion.</p>
10.	Language of Gameshow	<p>The Gameshow will be organized and produced by the Organiser in Mandarin and/or Hokkien dialect.</p>
11.	Entry Procedure	<p>As set out in Clauses 5 and 9 above, as well as Clauses 12 to 14 below.</p> <p>The Organiser shall be entitled to request to sight the original Identity Card and/or the originals of other supporting documents/materials for verification purposes.</p>
12.	Entry Deadline	<p>(a) <u>Open Audition</u> 2,59pm, 9th March 2024 or 2.59pm, 10th March 2024, as the case may be</p> <p>(b) <u>Closed-Door Audition</u> 23rd March 2024 or 24th March 2024, as the case may be</p> <p>(c) <u>Competition (Episode 1 to Episode 8)</u> 1st April 2024 to 30th April 2024; subject to elimination</p> <p>Entries received before the commencement of the Gameshow Period and after the stipulated Entry Deadline will be disqualified and ineligible for consideration for participation and/or prizes.</p>
13.	Mode	<p>Personal submission, on ground</p>
14.	Address	<p>(a) <u>Open Audition</u> The Audition Venue will be advised by the Organiser</p> <p>(b) <u>Closed-Door Audition</u> The Audition Venue will be advised by the Organiser</p> <p>(c) <u>Competition (Episode 1 to Episode 8)</u> The Competition Venue will be advised by the Organiser</p>
15.	Selection of Winner(s)	<p>Winners will be chosen based on the format of the Gameshow.</p> <p>The Organiser's decision will be final and no queries and/or appeals will be entertained.</p>

16.	Prize	<u>Champion</u> - Trophy
17.	Notification of winner(s)	Winners will be announced by the Organiser at the end of the Competition.
18.	Collection Period & Venue	<p>Within one (1) month from the announcement of the winners by the Organiser.</p> <p>All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur, Malaysia</p> <p>or any other venue as may be advised by the Organiser or Producer.</p> <p>Prizes not collected within the stipulated period will be forfeited and no substitution or replacement prize shall be provided.</p>
19.	Additional Terms, if any	<ol style="list-style-type: none"> a. Selected Contestants <u>must</u> participate in all segments during the Gameshow. No substitution or replacement of any of the Contestants is permitted at any time during the Gameshow. In the case of any emergencies or unavoidable or unforeseen circumstances, the Organiser in its sole and absolute discretion may allow a Contestant to exit from the Gameshow. b. Contestant must be able to take time off from their daily activities at a time that is required by the Organiser at its sole discretion. c. Each Contestant must bear all ancillary transportation and accommodation costs, except for food during the shooting, which will be borne by the Organizer at their sole discretion. d. During the Gameshow Period, all Contestants are not allowed to participate in any other form of other Gameshow/Competition, unless with the Organiser's consent; regardless of whether the format, content, subject or elements of the other gameshow or competition are similar to the Gameshow or otherwise. 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 Gameshow and/or entering into possible service or management contract with the Organiser after the Gameshow. f. The Organiser reserves the right to revise or change the format and/or mechanism of the Gameshow at any time during the Gameshow Period at its sole discretion. g. The Contestant hereby agrees to the Organiser the sole. Royalty-free and exclusive right to use, market, edit, modify, reproduce, distribute, adapt and otherwise broadcast, exhibit and exploit any and all videos, images, or recordings featuring the Contestant, in any episode of the Gameshow (whether in whole or in part) via any means and all media platforms (including without limitation print media, radio, television media, internet media, multimedia, any fixed media (such as DVDs and VCDs), and any other media hereinafter invented) worldwide together with the right to authorise others so to do in perpetuity. h. The Contestant understands and agrees that the Organiser has the right to request the Contestant to change the Contestant's kuih for the Gameshow as the Organiser deems fit. i. The Contestants agree to cook and/or attend the Organiser's publicity and, events and/or activities pertaining to the Gameshow at no fee or other cost to the Organiser.

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

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

Signed by Contestant,

Full Name per NRIC/ MyKID No/ Passport :

NRIC No/ MyKID No/ Passport No :

Date :



GAME SHOW STANDARD TERMS AND CONDITIONS

1. **INTRODUCTION**

- 1.1 This Standard Terms and Conditions ("Standard T&C") shall govern the Game Show 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 Game Show will be held during the Game Show Period as set out in the Basic Terms. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Game Show or extend the Game Show Period at its sole discretion.
- 1.3 The brief mechanism of the Game Show is set out in the Basic Terms. The Contestants must adhere to the mechanism of the Game Show as may be briefed and communicated to the Contestants by the Organiser from time to time during the Game Show Period.
- 1.4 The Game Show will be organized by the Organiser in the Language of Game Show as set out in the Basic Terms.
- 1.5 The Entry Procedure of the Game Show 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 Game Show at its absolute discretion.
- 1.7 The Organiser may terminate or suspend the Game Show 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 Contestants. If the Game Show is resumed by the Organiser, the Contestant shall abide by the Organiser's decision regarding resumption of the Game Show and disposition of the Prizes.

2. **APPLICATION FORM**

- 2.1 If so required, the Application Form must be complete, filled up accurately and signed by the Contestant 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 By submitting the Application Form, the Contestant shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the Game Show.
- 2.3 All statements made and information provided by the Contestant to the Organiser in the Application Form must be true correct, accurate and complete.
- 2.4 Submission of the Application Form does not guarantee the Contestant the opportunity to participate in the Game Show. The Organiser shall be entitled to reject or refuse participation by the Contestants for reasons, including (without limitation) where the Application Form is not complete or any provisions in the Terms and Conditions is not fulfilled or adhered to by the Contestant.
- 2.5 Without prejudice to Clause 2.4 above, the process of selection of contestants is at the Organiser's sole discretion and even if the Contestant has been selected as a participant of the Game Show, the Organiser is nevertheless not obliged to have the Contestant as a contestant in the Game Show.

3. **ELIGIBILITY**

- 3.1 The Contestant Eligibility Criteria are as set out in the Basic Terms.
- 3.2 Contestants 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 Contestant.

4. **INELIGIBILITY**

- 4.1 Persons ineligible to participate in the Game Show as are set out in the Basic Terms.

5. DISQUALIFICATION

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

- 5.1.1. The Contestant are ineligible or does not meet any of the Eligibility Criteria;
- 5.1.2. The Contestant breaches of the Terms and Conditions or other rules and regulations of the Game Show;
- 5.1.3. The Contestant is found to have consumed any illegal drug or indulged in substance abuse during the recording of the Programme;
- 5.1.4. in the Organiser's sole determination, it believes that the Contestant has attempted to undermine the operation of the Game Show by fraud, cheating, deception or conduct deemed unacceptable to the Organiser; or
- 5.1.5. at the Organiser's sole determination, the participation by Contestant is not suitable or may post any health risk to the Contestant or for any reasons whatsoever.

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 or disqualified Contestant.

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

6. WARRANTIES

6.1 The Contestant represents, warrants and agrees with the Organiser that:-

- 6.1.1 the Contestant has met all the eligibility criteria and has the right, authority and power to enter into this Game Show and shall provide such proof as the Organiser requires;
- 6.1.2 all statements made and information provided by the Contestant to the Organiser are true correct, accurate and complete;
- 6.1.3 The Contestant has the right, authority and power to grant the rights set out in Clause 7 of the Terms and Conditions of this Game Show and is under no restriction (contractual or otherwise) that may prevent the Organiser from using and/or exploiting the same;
- 6.1.4 The Contestant's participation in the Game Show and/or Programme does not entitle the Contestant to wages, salary or any other compensation;
- 6.1.5 The Contestant shall not, during the Game Show engage in any act or words that shall be defamatory, obscene or profane;
- 6.1.6 The Contestant has not been and shall not be involved or participate in any dishonest, deceptive or fraudulent act or conduct in relation to the Game Show or Programme. The Contestant agrees that the Contestant is aware that it is a breach of the Terms and Conditions and the rules of the Game Show for the Contestant or anyone else to offer or accept any special or secret assistance to rig the outcome of the Game Show. The Contestant agrees that the Contestant will not participate in any such act or any other deceptive or dishonest act with respect to the Game Show and that if anyone tries to induce the Contestant to do so such act, the Contestant shall immediately notify the Organiser;
- 6.1.7 The Contestant has not accepted and shall not accept endorsements from any third parties any monies, service or other valuable consideration for the inclusion of any "plug", reference, product identification and/or any other matter in the Game Show and/or Programme;
- 6.1.8 The Contestant agrees that the Contestant shall not make any arrangement with any third party whereby any person may acquire the right to advertise, promote, sell, package or display goods or services or merchandise of any description using the Contestant's name or any reproduction of the physical likeness of the Contestant in association with the appearance of the Contestant in the Game Show without the prior written consent from the Organiser;
- 6.1.9 The Contestant is in a good state of health and free of any serious and/or contagious illness;
- 6.1.10 The Contestant warrants that all the statements made by the Contestant to the Organiser are true correct accurate and complete and agrees that all prizes (if awarded) is contingent upon the accuracy of the information provided and disclosures made by the Contestant and the full and complete performance of the Contestants warranties, undertakings and obligations hereunder;
- 6.1.11 The Contestant agrees that the Contestant shall not without the prior written consent from the Organiser publish or disclose any information in connection with the Game Show or Prize (including without limitation, to any representatives of media in any form whatsoever).

7. ASSIGNMENT OF RIGHTS

7.1 In consideration of the Organiser granting to the Contestants the opportunity to participate in the Game Show and the opportunity to appear in the Programme, the Contestants unconditionally and irrevocably:-

- 7.1.1 agrees and consents to the photographing filming and recording of the Contestant and the Contestant's voice and performance and that such photographs film and sound recording may be incorporated in the Game Show and/or the Programme in whole or in part at the Organiser's discretion.
- 7.1.2 consents, grants, assign and transfer to the Organiser the exclusive worldwide rights (without remuneration to the Contestant and royalty-free) to use, reproduce and exploit the names, sobriquet, autograph, likeness, photographs, portrait, caricature, silhouette, voice, biography, performance, sound recordings and audio-visual recordings of the performance of the Contestant and/or any part thereof and all other products resulting from the Contestant's participation in the Game Show and/or Programme by any means (including without limitation the right to incorporate any other materials thereto) and in all media whether now known or hereafter devised for the purpose of promoting, publicity or commercial exploitation of the Game Show, the Programme and/or the Additional Television Programmes.
- 7.1.3 agrees that the Organiser may produce other television programmes derived from the Game Show ("Additional Television Programmes"), including those relating to the making of the Programme, and the Organiser shall be entitled to record all performances of the Contestant, which performances may be included in the Additional Television Programmes at the Organiser's sole discretion.
- 7.1.4 waives the benefits of any provision of law known as droit moral or similar law or moral rights in any country of the world and grants to the Organiser all consents which may be required under any law, to enable the Organiser to exercise the rights granted herein.
- 7.1.5 agrees that the Organiser shall have full charge and control of the manner in which and the terms on which the Game Show and/or Programme or any part thereof shall be produced, marketed, used, distributed, exploited, exhibited and/or otherwise disposed of throughout the world, if at all.
- 7.1.6 agrees that the personal data of the Contestant including, but not limited to, name, mailing address, phone name and email address may be collected, processed, stored and other wise used for the purposes of conducting and administering the Game Show and used in the ordinary course of the Organiser's business as it sees fit.

8. AGREEMENT

- 8.1 The Contestant shall observe all rules and regulations, guidelines, broadcast and station operation rules and procedures relating to safety, fire prevention or general administration in force at any place in which the Game Show and/or Programme is held or recorded and to conduct himself/herself in such manner so as not to interfere or disrupt the Organiser's production, recording, broadcast and exploitation of the Game Show and/or Programme and/or matters related to such production, recording, broadcast and exploitation. The Contestants shall cooperate and to follow all directions given to the Contestant by the Organiser during the Game Show Period.
- 8.2 If so required by the Organiser, the Contestant shall attend all functions, promotions, publicity and/or campaigns organized by the Organiser in relation to any promotion and publicity of the Game Show and participate in interviews, photo, video and/or film sessions notwithstanding the expiry of the Game Show Period and acknowledge that the Organiser has the right to use such interviews, publicity photos, videos and/or films in any medium and in any manner it sees fit, without payment of any compensation to the Contestant whatsoever.
- 8.3 The Contestant shall co-operate and comply with all reasonable requests of the Organiser in connection with the Game Show.
- 8.4 If so required by the Organiser, the Contestant shall execute a long form agreement containing terms and conditions in respect of his/her participation in the Game Show.
- 8.5 The Contestant must attend all briefings, rehearsals, recordings and other activities involved in relation to the Programme and/or Game Show and be punctual and adhere to such dates and times so required of them to be present, as the Organiser may inform during the Game Show Period. Failure to do so may result in the disqualification of the Contestant from the Game Show.
- 8.6 The Contestant shall not give any interviews, public statements or be involved in any articles or reports in respect of the Game Show or the Prizes with any third party without the prior written consent from the Organiser notwithstanding the expiry of the Game Show Period.

- 8.7 The Contestant agrees and undertakes not to commit any act and/or make any statement which might prejudice or damage the reputation of or bring into disrepute the Organiser or sponsors and/or inhibit or prejudice the successful, production, recording, broadcast and exploitation of the Game Show and/or Programme in any way.

9. PRIZES

- 9.1 The Prizes for the Game Show shall be as set out in the Basic Terms.

- 9.2 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.

- 9.3 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.

- 9.4 In the event that the Contestant 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.

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

- 9.6 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 agent or sponsors at its sole discretion.

- 9.7 All prizes are strictly not transferable, assignable exchangeable or redeemable by the Contestant 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, its agent or sponsor) must be adhered to by the Contestant.

- 9.8 The Contestants agree that if the Game Show involves a group winning and his/her group emerges as a winner, the Contestant agree that the Organiser is authorized to award the Prize to the group leader. In such event, the Contestant shall liaise directly with the group leader for his/her share in the Prize(s) and shall not have any claims whatsoever against the Organiser for the Prize(s) or any part thereof.

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

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

- 9.11 Prizes must be claimed in person unless the Organiser prescribes other mode of collection. Where the Organiser elects to post a prize to the Game Show winner(s), no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.

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

9.13 Holiday Prizes

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

- 9.13.1 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.

- 9.13.2 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:-

- (a) the terms and conditions respective airlines/carrier;
- (b) the terms and limitations of any insurance policy relating to the Holiday Prize; and

- (c) the terms and conditions in connection all health and safety guidelines, instructions and all applicable legal and regulatory requirements.
- 9.13.3 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.
- 9.13.4 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.
- 9.13.5 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 reserves 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.
- 9.13.6 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.
- 9.13.7 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.
- 9.13.8 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.
- 9.13.9 Unless otherwise specified, the class of travel for any Holiday Prize incorporating an airfare is economy class.
- 9.14 **Ticket Prizes or other give-aways**
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.
- 10. DECISIONS OF THE JUDGES/ORGANISER**
 - 10.1 The criteria for the Selection of Winners shall be as set out in the Basic Terms.
 - 10.2 Notification of Winners will via the means as set out in the Basic Terms.
 - 10.3 The Organiser's decisions on all matters relating to the Game Show (including without limitation, the selection of contestants, play of the game and/or any resolutions made) shall be final and absolute and binding on the Contestants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Organiser will be entertained.
 - 10.4 The Contestant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Game Show Period.
- 11. GOVERNING LAW**
 - 11.1 The Terms and Conditions of the Game Show shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 12. CONFIDENTIALITY**
 - 12.1 The Contestant shall treat all Terms and Conditions and rules and regulations of the Game Show and all information and knowledge obtained by the Contestant in relation to and/or in connection with the Game Show 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 Game Show mechanics, the judging/selection criteria for the Game Show (hereafter collectively known as "Confidential Information"), as confidential and the Contestant shall, during and after the Game Show 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.

13. INDEMNITY

- 13.1 The Contestants 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 Contestant or any party claiming through the Contestant hereafter may have arising out of acceptance of any Prize(s) or participation in the Game Show including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.
- 13.2 The Contestant 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 Contestant's breach of the Contestant's warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Game Show.

14. COSTS

- 14.1 All costs incurred by the Contestant in relation to and/or with respect to the Game Show including without limitation all transport costs, costs for grooming/make-up, accommodation costs, meal costs and other related cost incurred by the Contestant as a result of and/or pursuant to his/her participation in the Game Show shall be solely borne by the Contestant. The Organiser shall not be under any obligation to reimburse the Contestant for any of such costs and expenses incurred thereof.
- 14.2 The Contestant shall at his/her own cost and expenses arrange and provide for his/her own costumes/wardrobe for the Game Show. Notwithstanding the foregoing, all costumes/wardrobe, make-up and hairstyle of the Contestant shall be subject to the approval of the Organiser and the rules, codes of conduct and censorship guidelines applicable to television broadcast stations in Malaysia and shall not be vulgar, obscene or contrary to the applicable laws of Malaysia.

15. LIMITATION OF LIABILITY

- 15.1 The Contestant acknowledge that his/her participation in the Game Show shall be at his/her own risks.
- 15.2 The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Contestant in respect of any failure to win a Prize in the Game Show, defective Prizes or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Contestant during the Game Show or arising out of or in connection with the Game Show, the participation by the Contestant in the Game Show and/or the Prizes awarded.

16. GENERAL

- 16.1 The Organiser, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Game Show and this Terms and Conditions, rules and regulations in respect of the Game Show where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Contestants in any manner whatsoever in such circumstances.
- 16.2 The Contestants 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.
- 16.3 All rights and privileges herein granted to the Organiser irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Contestants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Game Show, the production, distribution, exhibition and/or exploitation of the Programme and/or any product based on and/or derived from the Programme.
- 16.4 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 Game Show.
- 16.5 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.

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