

**THE GENERAL CAMPAIGN  
STANDARD TERMS AND CONDITIONS  
("STANDARD TERMS")**

**1. Introduction**

**GENERAL CAMPAIGN STANDARD TERMS AND CONDITIONS ("STANDARD TERMS")**

We may run certain campaign from time to time. When you participate in any campaign, you must make sure you read this Standard Terms. IN THIS STANDARD TERMS, YOU WILL FIND IMPORANT INFORMATION ABOUT CAMPAIGN INCLUDING WHAT WE CAN DO, AND HOW WE LIMIT OUR LIABILITY. IT IS, THEREFORE, IMPORTANT FOR YOU TO READ THIS STANDARD TERMS CAREFULLY BEFORE YOU PARTICIPATE IN SUCH CAMPAIGN.

Specific terms relating to the web Campaign will be set out separately in the Specific Terms and Conditions ("Specific Terms"). Hence, the Standard Terms and the Specific Terms shall be read together as it will be binding on You. The Specific Terms will specify, amongst others, (a) name of campaign, (b) brief description of campaign, (c) the mechanism/entry procedure, (d) eligibility, (e) campaign period, (f) prize, and (g) collection period of the prize. You must comply strictly to each and every of the terms and conditions set out in the Specific Terms.

WHEN YOU PARTICIPATE IN ANY CAMPAIGN, IT WILL BE DEEMED AS YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE STANDARD TERMS AND THE SPECIFIC TERMS (COLLECTIVELY KNOWN AS "CAMPAIGN TERMS") IN ITS ENTIRETY.

All capitalized words not defined in Campaign will have the same meaning ascribed in our Terms of Use. The Campaign is incorporated and forms part of our Terms of Use.

**2. Our Rights to make Changes**

WE CAN CHANGE ANY TERMS IN THE CAMPAIGN AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CAMPAIGN TERMS POSTED ON OUR WEBSITE. BY PARTICIPATING, YOU ARE DEEMED TO HAVE AGREED TO BE BOUND BY ANY MODIFICATIONS AND AMENDMENT MADE TO THE CAMPAIGN TERMS. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE YOUR PARTICIPATION IN THE CAMPAIGN AFTER THE DATE ON WHICH SUCH TERMS HAVE BEEN AMENDED AND/OR UPDATED, WE SHALL TREAT IT AS YOUR ACCEPTANCE TO SUCH AMENDMENTS.

**3. Eligibility**

Unless otherwise prescribed in the Specific Terms, you must be at least eighteen (18) years old at the time of entry. It is not our duty to ensure that You are 18 and above. If you participated in the Campaign, we shall deem that you are above 18 years old.

You may find other eligibility criteria for participating in the Campaign in the Campaign Specific Terms and Conditions.

**4. Charges**

You understand and agree that you may incur certain charges to take part in the Campaign. Where the mode of entry is via short messaging service ("SMS") multimedia messaging service ("MMS"), or when you are required to use mobile data for internet usage, each Campaign entry sent by you may be subject

to a premium charge as stipulated in the Specific Terms. This charge is in addition to the standard fee charged by your telecommunications service provider. Unless otherwise stated in the Specific Terms, all costs incurred by you including without limitation, postal charges, Internet Service Provider (ISP) charges, transport costs, communication charges, accommodation, meal costs and/or other related costs because of and/or pursuant to your participation in Campaign shall be solely borne by you. We shall not be under any obligation to reimburse you for any of such costs and expenses incurred thereof.

## 5. Suspension

We may suspend your participation, at any point of time, without notice, without liability, if in our sole and absolute discretion we believe, with or without evidence, that: -

- (a) you are ineligible to participate;
- (b) you tamper with the entry process;
- (c) you tamper with Campaign mechanism;
- (d) in our sole determination, we believe that you have attempted to undermine the operation of Campaign by fraud, cheating or deception;
- (e) breach the terms and conditions of the Campaign Terms;
- (f) you violated any applicable Law; and/or
- (g) for any other reasons we deem fit.

We may but have no obligation, if our discretion deems fit, conduct any investigation regarding the above. Our findings shall be final and conclusive and binding on you and shall not be questioned by you on any account. If we find that you have committed any of the above, we shall forthwith, with or without notice, disqualify your participation. In the event we find that you have not committed any of the above, we may, but do not have such obligation, allow you to resume in the participation. You shall have no claim against us, our Affiliate, directors, officers, employees, servants, agents, assignees, sponsors, and/or representative (collectively known as "Indemnified Party") whatsoever, that arises during the period of suspension.

We may terminate or suspend the Campaign at any time at our own absolute discretion in which case, we may elect not to award any prize. Such termination or suspension will not give rise to any claim by you against the Indemnified Party, regardless of the situation. If the Campaign is resumed, you shall abide by our decision regarding resumption of the Campaign.

## 6. Disqualification

Notwithstanding Clause 5 above, we shall be entitled to forthwith reject or refuse any participation or revoke the prize for any reasons whatsoever. Our decision is final, and you have no right to question our decision.

You understand that your entry to the Campaign will be automatically disqualified, or we may revoke the prize (at any stage of the Campaign) in any one of the following situations (including but not limited to): -

- (a) information and/or details provided is not accurate and complete;
- (b) you fail to provide any proof of information and/or details upon our request;
- (c) you are ineligible or fails to meet any of the eligibility criteria;
- (d) your Campaign entry is received by us after the closing date;
- (e) you tamper with the mechanism of the Campaign, and/ entry process;
- (f) you violated any applicable laws or regulations;
- (g) incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Campaign Terms;
- (h) in our sole determination, we believe that you have attempted to undermine the operation of the Campaign by fraud, cheating or deception;

- (i) where traveling is involved, you do not have the necessary visa or traveling documents; and/or
- (j) for any other reasons we deem fit.

In the event of a disqualification after the prize has been awarded, we reserve the right to demand for the return of the prize or payment of its value from you.

## **7. Your Representation and Warranties**

You represent and warrant to us the following: -

- (a) unless otherwise prescribed in the Specific Terms, You are at least of 18 years of age at the time of entry;
- (b) all information furnished by you to us are true, current, complete and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you;
- (c) any of the Material (defined below in Clause 9) submitted is your own original work; and
- (d) the Material submitted to us does not infringe any third-party intellectual property rights.

## **8. Your Covenants and Undertakings**

You provide covenant and undertake to us the following:-

- (a) you will upon request, provide all information to us, required in connection with or for the purposes of Campaign;
- (b) agree that if so required by us, you shall make yourself available (without compensation) for the production, recording and publicity of Campaign during the such time and production schedule as may be notified by us;
- (c) to be interviewed (which may be recorded by us);
- (d) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording");
- (e) agree and consent that we have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on its website, social media and/or any other platforms, in whole or in part at our discretion. All copyrights subsisting in the Recording shall belong to us absolutely;
- (f) to abide by the Campaign Terms and agree to cooperate and to follow all directions given to you;
- (g) shall not by act or omission, directly or indirectly bring us and/or the sponsor into disrepute;
- (h) not to publish, or disclose any information in connection with the Campaign or prize (including without limitation, to any representatives of media in any form whatsoever) without our prior written consent;
- (i) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Campaign or the prize with any third party;
- (j) you shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Campaign period; and/or
- (k) to abide all other terms and conditions as may be provided by us, and/or our sponsors.

## **9. Material Submitted**

In the event entry of Campaign requires the submission of any text, data, slogan, drawings, images, pictures, logos, content, photograph, any materials or other creative works, including voice or video recordings and/or document (collectively, "Material"), you must own the intellectual property and all copyright of the Material you submitted.

You accept that by sending us the Material, you grant us the permission to use them in both print and digital form, and to use them on our websites, on our social media, and/or any other publications in any platform for the purposes of marketing.

Submission of Material must not contain any elements of nudity, pornographic images, incite hatred, graphic violence, defamatory or libellous statements or material considered illegal or may contravene the laws of Malaysia or materials likely to tarnish our image or reputation. We reserve the right to reject any submissions which contain elements of nudity, pornographic images, graphic violence, defamatory or libellous statements, or material considered illegal or may contravene the laws of Malaysia, or materials likely to tarnish our image or reputation.

#### **10. Equipment Used by Us**

Sometimes, we may use certain consumer electronic device (including without limitation smartphones, personal computers, tablets) (collectively, "Equipment") for your temporary use during the Campaign. You understand that the Equipment belongs to us and in no way ownership shall be transferred to you. When the Equipment is in your possession, you understand that you have a duty to keep it safely and take proper care of the Equipment until such time as it is returned to us at the end of the Campaign, or upon request. While the Equipment is in your possession, you shall be held responsible for anything that happens to the Equipment including lost and/or damage whereupon you shall replace a new one for us.

#### **11. Sponsor**

Certain prize may be provided by our sponsor and may have certain special terms and conditions attached to it. The prize is subject to such terms and conditions and winner must comply with such terms and conditions before they are awarded such prize.

#### **12. Prize (If applicable in the Campaign)**

This section applies to all winners or as long as you are receiving a prize from us. All prizes must be collected within the collection period and at such collection venue as set out in the Specific Terms. Failure to claim prizes within the collection period shall result in the prizes being forfeited by us, and the Indemnified Party shall have no liability towards you in any respect, whatsoever.

Where the prize awarded is a non-cash prize, you shall not be entitled to redeem the same for cash or other alternatives. We do not guarantee the availability of non-cash prize and we shall be entitled to replace and/or substitute such prize with any other prize(s) of similar value as determined by us, our agent, assignee, or sponsor at our sole and absolute discretion.

Where the prize, is a cash prize, we shall be issuing the cash prize in the form of a cheque or debit to your account or in any way we deem fit. You are responsible for all related banking charges (including outstation cheque charges) imposed by banks in clearing your cheque.

All prizes are strictly not transferable, assignable, exchangeable or redeemable by you in any other form or manner other than that specified by us. All specific or special terms and conditions that are attached to the prize (whether by us, our agent, assignee or sponsor must be adhered to strictly by you.) Prizes must be claimed in person unless we prescribe other mode of collection. In special situations, and subject to our absolute discretion, winner may nominate a designated representative to collect the prize. The

representative will be required to present written authorisation from you and identification which includes a photograph of yourself and your representative.

If we elect to post the prize to you, we shall take no responsibility for the safe and effective postal delivery of the prize.

You are responsible for any and all taxes payable as a result of a prize being awarded or received (if applicable) by you.

In the event you choose not to accept the prize, the prize shall be forfeited, and we shall deal with such prize in such manner as we deem fit in our absolute discretion.

### **13. Indemnity, Limitation of Liability and Waiver**

Participation of Campaign is entered into at your own risk without any warranty of any kind expressed or implied. At the same time, all prizes are accepted entirely at your own risk and are awarded by us, our agent, assignee and/or sponsor without any warranty of any kind expressed or implied. Where applicable, you may be required to execute a deed of release and indemnity in a form prescribed by us, and you agree to execute such release and indemnity in order to participate in Campaign and/or receive the prize.

In the event the Campaign and/or prize involves the consumption of food, product sampling and/or any form of participation, trip or travelling (collectively known as "Participation"), you are aware that during such Participation, whether in civilized or remote area or by any mode like aviation, land transport (which includes but not limited to rail, road, off-road transport) and ship transport entails an inherent risk factor such as illness, injury and/or death which may be caused by any act, omission and/or negligence of others, self, forces of nature or other known or unknown factors.

You recognize that such risks may be present at any time before, during and after the Participation and you agree to participate, whether or not, such participation is under our arrangement or otherwise by our associate, agency or any third parties.

You are also aware that medical services or facilities may not be readily available or accessible during some or all the time during such Participation.

You will assume full responsibility of obtaining your own insurance with any insurers to cover all of your needs that is intended to cover without limitation medical expenses, delayed baggage, travel delay due to weather, trip interruption, accidental death injury or disablement, or any losses incurred during such Participation, either within Malaysia or internationally.

In consideration of your participation of the Campaign and/or acceptance of the prize, you acknowledge and agree that the Indemnified Party shall not be responsible or liable for, and release and forever discharge the Indemnified Party from any claim, liability, damages, cost, loss or expense whatsoever caused in respect of but not limited to:-

- (a) any injury or health problems happening to you (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problem resulting in death;
- (b) loss of earnings or earning capacity;
- (c) any impairment of enjoyment of life;
- (d) loss of or damage to personal property and personal belongings;
- (e) pain and suffering;
- (f) death; and/or
- (g) any loss of any other kind whatsoever arising out of such Participation.

The releases contained in the foregoing paragraphs shall operate in respect of any injury, death, loss and/or damage sustained or suffered howsoever caused, including any injury, death, loss and/or damage due to the act, omission, negligence, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by the Indemnified Party.

You hereby agree to fully indemnify, defend and hold the Indemnified Party harmless against any loss, claim, liability, writ, summons, suit, action, proceeding, judgment, order, decree, damages, costs, fees, expenses (including but not limited to court costs, reasonable legal fees and expenses), damages and all costs and expenses of any nature arising out of any breach of representation, warranty or undertaking or your participation in the Campaign, acceptance of the prize or by such Participation.

The Indemnified Party shall not be held responsible for:-

- (a) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in sending a Campaign entry as a result of any network, communication, ISP or system error, interruption;
- (b) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in receiving your Campaign entry whether it is experienced by us or your telecommunication service provider;
- (c) any problem, loss or damage occurs as a result of downloading of any material in the Campaign;
- (d) any error (including error in notification of Campaign winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control; and/or
- (e) any failure on our part to perform any of our obligations in respect of the Campaign and this Campaign Terms, rules and regulations where such failure is caused by any reasons or circumstances beyond our control.

We shall not be liable for any failure to comply with our obligations where the failure is caused by something beyond our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any circumstances amounting to *force majeure*.

All rights and privileges herein granted to us are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. You shall have no right in any circumstances, to injunctive relief or to restrain or otherwise interfere with the organization of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign.

We shall not be liable to you for any expenses incurred, wasted expenditure, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of the prize, loss of use of our Service, loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).

#### **14. Our Decision**

The criteria for the selection of winner shall be as set out in the Specific Terms. Notification of winner(s) will be via the means as set out in the Specific Terms. Our decision on all matters relating to the Campaign (including without limitation, the selection of participants, play of the Campaign, selection of winner(s), and/or any resolutions made) shall be final and absolute and binding on you. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by you will be entertained.

#### **15. Successors and Assign**

You hereby agree that the obligation specified herein shall be binding upon you personally as well as your heirs, executors and administrators. In the event it involves any form of participation, trip or travelling, this would include all members of your family and any minor accompanying you.

We 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 us. You do not have any such rights.

#### **16. Language**

If this Campaign Terms or any part thereof is translated into any other languages and there is any conflict between this Bahasa Malaysia version and any other language version of this Campaign Terms, the Bahasa Malaysia version shall prevail.

#### **17. Severability**

In the event any provision of this Campaign Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

#### **18. Governing Law**

The Campaign Terms is governed by the laws of Malaysia without regard to principles of conflicts of law, you and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-convenience or any similar grounds.

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**ONLINE MICROSITE CAMPAIGN**  
**“SEJUTA SUARA, SATU RITMA, JIWA MERDEKA”**  
**TERMS AND CONDITIONS**

This “**SEJUTA SUARA, SATU RITMA, JIWA MERDEKA**” (hereby known as “Campaign”) is organized by TM Technology Services Sdn. Bhd. (Company No. 200201003726 (571389-H)) (hereby known as “TM and/or Organizer”). Please read the following Terms and Conditions for Campaign (hereinafter referred to as “Terms and Conditions”). By entering and participating in this Campaign, You (which shall be interchangeably referred to as “Participants”) are deemed to have read, understood and agreed to be bound by these Terms and Conditions.

**1. ELIGIBILITY**

This Campaign is open to:

- 1.1. All residents of Malaysia above the age of 18 years old (including permanent residents or expatriates who are currently living in Malaysia) are eligible to participate in the Campaign (hereby referred to as “Participants”)

**2. CAMPAIGN PERIOD**

- 2.1. The Campaign will commence on **Monday, 26 August 2024 until Tuesday, 30 September 2024 (“Campaign Period”)**. Participants may take part in this Campaign via the <https://sejutasuara.tm.com.my/> microsite only (hereby known as “Campaign Platform”). For the avoidance of doubt, TM reserves the absolute right to determine the Campaign Platform and the Campaign Platform is subject to further changes from time to time.
- 2.2. TM may, at its sole and absolute discretion, extend or hold the Campaign Period at any time without any prior notice (hereby known as the “Extended Period”). Any participation in the Campaign during the Extended Period (if any) is governed by these terms and conditions which shall remain in full force and effect and shall be read and construed to be enforceable.

**3. CAMPAIGN MECHANICS**

- 3.1. To participate in this Campaign, Participant is required to access the Campaign Platform through this link: <https://sejutasuara.tm.com.my/> during the Campaign Period.
- 3.2. Participant will be welcomed by our Campaign introduction which includes an overview of the activation journey and gallery of submissions to take part in this Campaign.
- 3.3. Should Participant choose to begin by clicking any of the ‘Mula’ button, Participant will first be redirected to a preview of the song, *Gemuruh* by Faizal Tahir. Once the preview of the song is finished, the Participant will then be guided to share the material of the Campaign as follows:
  - 1) Audio recording of Participant’s voice;
  - 2) Selfie picture of Participant;
  - 3) Participant to choose one desired language or dialect out of 17 options for the Participant’s audio recording to be translated to:
    - i. Iban;
    - ii. Dusun;
    - iii. Mandarin;
    - iv. Hokkien;

- v. Tamil;
- vi. Punjabi;
- vii. Pahang;
- viii. Kelantan;
- ix. Terengganu;
- x. Perak;
- xi. Kedah;
- xii. Penang;
- xiii. Perlis;
- xiv. Selangor;
- xv. Johor;
- xvi. Melaka;
- xvii. Negeri Sembilan

- 3.4. The Participant must then submit their phone number, which will initiate a WhatsApp conversation between the Participant and TM. The participant will receive an automated order code (subject to change per generation) via WhatsApp, and this code must be sent to obtain the participant's cover of *Gemuruh Jiwa*.
- 3.5. Within a certain time frame, between 12 to 24 hours after the submission, Participant will receive their translated cover. Participant have the options to share the translated cover on their social platforms.
- 3.6. For avoidance of doubt, this Campaign is intended for entertainment purposes only and in the event the Materials is found to have any similarities or resemblance to any persons or entity is purely coincidental. Furthermore, TM will not store the Participants phone number; it will only be used for the activation of the Participant to join this Campaign. Once the campaign ends, TM will erase/delete the participant's phone number from TM's records.
- 3.7. TM reserves the rights, in its absolute discretion to reject the song cover(s) submitted if it is found to be offensive or inappropriate.
- 3.8. In the event where participant might reproduce, duplicate, modify, or sell derivative works from any portion of the song covers for commercial purposes, the usage rights and profits will directly go to TM.

#### 4. **COPYRIGHT, ANNOUNCEMENT, CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

- 4.1. TM request your consent to use and process the song covers through the microsite ("Materials") for the Campaign Period that will commence from Monday, 26 August 2024 until Monday, 30 September 2024.
- 4.2. Regarding the Participant's details as follows:
  - 1) Phone number;
  - 2) Selfie picture;
  - 3) Audio recording of participant's voice

The details above will only be used for the activation of this Campaign. TM will erase/delete the participant's phone number from TM's records once the Campaign ends

- 4.3. TM reserves the rights to keep the base vocals used in the production of *Gemuruh Jiwa* from being uploaded, published, and/or edited on any platform.
- 4.4. In respect of any recognizable names, Participant hereby provide the consent for TM and companies within the TM's group of companies, to use and process these Materials for general publicity and commercial purposes of TM during the Campaign Period, including paid advertising through the means specified below:
- (a) Print Media:
    - o Newspapers
    - o Magazines
    - o Booklets
    - o Posters
    - o Brochures
    - o Flyers
  - (b) Social media including:
    - o YouTube
    - o LinkedIn
    - o Facebook
    - o Twitter
    - o Instagram
    - o TikTok
  - (c) TM's own media including:
    - o TM's website
    - o TM's internal sites & microsities
  - (d) Events including (*throughout Malaysia*):
    - o Conferences
    - o Trade shows
    - o Exhibitions
    - o Festivals
  - (e) Television media including (*multiple language platforms*):
    - o Traditional
    - o Satellite
    - o Online
  - (f) Billboards across Malaysia (*also known as big screen in TM's communication materials*):
    - o Digital billboards
    - o Traditional billboards
- 4.5. By entering this Campaign, the Participant hereby grant TM perpetual and nonexclusive rights including consent to broadcast the names, pictures and/or images and/or video and/or display any matter related to the Participant and/or winner for publicity, advertising, trade, or promotional purposes in any media without prior notice to the Participant. The Participant are not entitled to

claim any payment in any form, fee, or compensation for the use of their images or details in relation to the above.

- 4.6. The Participant shall not make any public announcement on the Campaign without the prior written consent of TM.
- 4.7. The Participant acknowledge, understand, and agree that their details may be shared by the organizer for the purposes of the Campaign. Any Participants' information or personal data ("Personal Data") provided by the Participant to the organizer in connection with Campaign shall be kept confidential except to any activities mentioned thereto. TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participant's Personal Data and comply with the requirement of Personal Data Protection Act 2010.
- 4.8. Any Personal Data provided by the Participation to TM in connection with this Campaign shall be kept confidential and is subject to the Privacy Notice of TM. For further information on the Privacy Notice of TM's group of companies, please visit: [https://tm.com.my/sites/default/files/Documents/TM\\_Privacy\\_Notice\\_2023.pdf](https://tm.com.my/sites/default/files/Documents/TM_Privacy_Notice_2023.pdf)

## **5. CAMPAIGN PRIZE**

- 5.1. The Campaign Prizes to be won are:
  - (a) RM50 x30 Touch 'n Go Vouchers
- 5.2. TM reserves the sole right to substitute, replace or modify the Campaign Prize with another prize of similar value without prior notice.
- 5.3. Campaign prizes are strictly not transferable, assignable, exchangeable, or redeemable in any other form or manner other than specified or determined by TM. TM reserves the absolute right to determine the model, brand, color and specifications of the Campaign Prize.
- 5.4. Standard manufacturer warranty shall apply for the Campaign Prize and Campaign winners shall reach out to the manufacturer directly for any warranty claim purposes.
- 5.5. The Campaign Prize is accepted entirely at the risk of the selected winners and TM hereby excludes itself from any express or implied warranties in connection with the Campaign Prize to the extent permitted by law.
- 5.6. Visual(s) of the Contest Prize shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual Prize.

## **6. WINNER SELECTION**

- 6.1. Winners will be selected based on creativity by TM from entries with full adherence to the Campaigns' terms and conditions. The selection process will be conducted at the sole discretion of TM, and all decisions regarding winner selection are final.

- 6.2. Winners of the TnG vouchers will be selected based on the entries that are submitted between the period from 29 August till 16 Sept 2024.
- 6.3. Each Customer will only be entitled to win one (1) Campaign prize throughout the Campaign Period. TM reserves the right, at its absolute discretion to change, revise, delay, postpone the notification date without prior notice.
- 6.4. Winners are required to check their WhatsApp messages frequently. TM will not be responsible if you found out about the prize after it has expired.
- 6.5. If for any reason, the Winners cannot be reached after 1 attempt (e.g. contact number provided not in service, no network connection etc.) their chance of winning will be automatically forfeited. TM shall not be held liable in the event the Winner cannot be contacted for whatever reasons. TM shall have absolute discretion and reserves the right to select other Winners who will be subjected to the same rules.
- 6.6. TM will contact and notify the winners through their registered phone number under the Campaign for any updates regarding the winning prize. TM shall not be held liable in the event the winner cannot be contacted for whatever reasons. TM shall have absolute discretion and reserves the right to select other winners who will be subjected to the same rules.
- 6.7. Names and photos (where applicable) of the winners will be announced on TM social media. By participating in the Campaign and accepting the win, winners hereby grant TM perpetual worldwide and the right to broadcast, or use in any way, the name and photos for advertising purposes and publicity related to the Campaign with no monetary compensation.
- 6.8. If TM found that the Participant's entry to the Campaign is fraudulent and/or against the terms and conditions stated herein, TM has the absolute right and discretion to disqualify the Participant and if the Participant has already been selected as a Winner for the Campaign, TM has the right to rescind the decision and forfeit the win.
- 6.9. TM shall not be responsible for any losses and/or damages incurred by the Winner because of such fraud, mistake and breach to this Terms and Conditions which result to the forfeiture of winning.
- 6.10. All the Campaign Prize awarded to the winners under this Campaign are: -
  - (a) provided on an "as-is where is" basis; and
  - (b) are neither transferable, transferred to third party nor exchangeable for cash or credit
- 6.11. TM makes no warranties or representations whatsoever with respect to the Campaign Prize and shall not be responsible nor liable for any problems and/or damage. Prizes are accepted entirely at the risk of the winner(s) without any warranty of any kind, whether express or implied.
- 6.12. The winners may be required to produce a proof of identity during or prior to winner announcement ceremony that will be organized by TM, for purposes of verification. The only forms of proof of identity accepted by TM are Identity Card or Driver's license. Any failure to provide any proof of identity gives the right to TM to disqualify the winners from claiming the Campaign Prize.

- 6.13. The winners may be required to sign a Release, Waiver and Declaration Form to claim the Campaign Prize.
- 6.14. Any expenses to claim the Campaign Prizes shall solely be under winner's own cost.
- 6.15. All decisions made by TM in relation to Campaign including but not limited to the processes, draw, selection of winners and forfeiture of the Campaign Prize are final, conclusive, and binding. No further correspondence, queries or appeals shall be entertained.
- 6.16. TM shall announce the winning results at the earliest convenience. TM shall have absolute discretion and reserves the right to amend the announcement dates.

## **7. AMENDMENTS AND VARIATIONS**

- 7.1. TM reserves the rights to change, amend, delete or add to these Terms and Conditions either in written or verbal communications without prior notice at any time.
- 7.2. By participating in this Campaign, the Participant agrees to be bound by this Terms and Conditions, notices, amendments, and all decisions made by TM.
- 7.3. In the event of any dispute, conflict, uncertainty, or ambiguity relating to the Terms and Conditions hereto, or any matter involving Campaign, the organizer will resolve the matter in its absolute and unfettered discretion and the entire decision in the matter shall be conclusive and final.

## **8. YOUR REPRESENTATION AND WARRANTY**

- 8.1. You agree that you have attained the age of majority, sound mind, have the full capacity to enter into contract and shall be deemed to have unconditionally accepted all the Terms and Conditions.
- 8.2. You agree to ensure that all details given for the purpose of this Campaign participation are true, correct and accurate. You must also ensure that the telephone number, email address or necessary details provided to TM are in existence and are contactable. TM reserves the right to verify the information provided by you in any form it deems fit.
- 8.3. You further agree to be bound by any decision made by TM's decision with regards to this Campaign, including but not limited to, the selection of the Winner. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by TM will be entertained.

## **9. INDEMNITY**

- 9.1. The Participant shall fully indemnify and hold harmless TM and each of their divisions, affiliates, subsidiaries, directors, officers, employees and agents, and all others associated with the development and execution of this Campaign (collectively, the "Indemnified Parties") from any and all claims, damages, losses, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or connected with, or claimed to have arisen, resulted from or be connected with:

- (a) the Participant's submission, participation, attempt to participate, or inability to participate, in the Campaign;
- (b) submission and/or use of any submission (and/or any parts thereof) by the Indemnified Parties of any submission;
- (c) the Participant's failure to comply with any one of more of these terms or any applicable laws, rules or regulations;
- (d) the unauthorized use by the Participant of, as applicable, the name, likeness, voice, works product, brand, trademark, logo of any person or entity;
- (e) the breach or alleged breach of any warranty, representation (including, without limitation, any eligibility-related representation) or covenant made by the Participant in connection with this Campaign;
- (f) acceptance and/or use of any prize, if any; (vii) any right or benefit granted by the Campaign to TM in connection with the Campaign; and/or
- (g) the Participant's negligence, wilful misconduct, violation of any applicable laws, rules or regulations or these terms, or the Participant's violation of any third party's intellectual property, privacy, publicity or other rights.

#### **10. DISCLAIMER**

- 10.1. To the fullest extent permitted by law, TM makes no representations or warranties with respect to any Materials provided under this Campaign.
- 10.2. TM shall not be responsible or liable for any misinterpretation or misrepresentation of facts in respect of the Materials generated under this Campaign as published in any media, marketing or advertising materials.
- 10.3. TM shall not be responsible or liable for any lost, misdirected, illegible, late, mutilated or altered entries. Proof of transmission will not be accepted as proof of receipt. TM shall not be responsible or liable for any failure by any Participant to participate in the Campaign at any time.

#### **11. LIMITATION OF LIABILITY**

- 11.1. By participating in this Campaign, you agree that (i) TM and their employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors shall not be liable in any way for losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the pack even if TM has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 11.2. The Participant shall assume full liability in the case of any mishap injury, damage, claim or accidents resulting from their participation in the Campaign.
- 11.3. TM shall not be liable to the Participant for (a) any loss or damage suffered by the Participant arising from their participation or non-participation in the Campaign due to any misrepresentation of facts in respect of the Campaign offered as published in any media, marketing or advertising materials.

#### **12. DISQUALIFICATION**

- 12.1. TM reserves the right at its sole discretion and without having to assign any reason whatsoever, to disqualify any individual for the following:

- (a) that it determines to be tampering with the operation of the Campaign
- (b) to be acting in breach or potential breach of these Terms and Conditions; or
- (c) for submitting incomplete, illegible or false entries

12.2. The decision to disqualify shall be final and no correspondence shall be entertained. TM reserves the right, with or without cause, to exclude Participant for violating any of the Terms and Conditions herein.

### **13. SUSPENSION, CANCELLATION OR TERMINATION OF THE CAMPAIGN**

TM reserves the right to cancel, modify, suspend or delay the Campaign in the event of any conditions listed under force majeure in Clause 12 below. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM shall not entitle the Participant to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Participant as a direct or indirect result of the said act(s).

### **14. FORCE MAJEURE**

Neither Party will be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, pandemic, epidemic, act of sabotage, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

### **15. NOTICE OR DELAY**

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to these terms and conditions shall be in writing and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of email, upon sending; in the case of hand delivery or courier, the next business day after it has been delivered.

### **16. INDULGENCE OR WAIVER**

No delay or indulgence by TM in enforcing any terms of this Terms and Conditions or granting of time by TM to the Participant shall prejudice the rights or powers of TM under these Terms and Conditions or at law. Failure by TM to exercise any part or all of its rights under this Terms and Conditions or any partial exercise shall not act as a waiver in respect of any subsequent or continuing breach.

### **17. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall be subjected to the exclusive jurisdiction of the courts in Malaysia.

### **18. CONTACT INFORMATION**

For any inquiry(ies), clarification, report, complaint, questions, comments, or suggestions, please do not hesitate to email to [askbrand@tm.com.my](mailto:askbrand@tm.com.my)

*[end of Terms and Conditions]*