

# #DigiFlip4All Challenge Contest

The full terms and conditions of the use of the selected products and/or services are as set out at <http://digi.my/tnc> ("General Terms"), including the Data Protection Obligations as set out at <https://www.digi.com.my/sustainability/privacy-and-data-protection> together with Digi's Privacy Statement as set out at [https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febcb\\_5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20\(EN\).pdf](https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febcb_5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20(EN).pdf); and the Product Disclosure Sheet as set out at <https://digi.my/productdisclosuresheet>; all of which form an integral part of full terms and conditions of the said products and/or services (collectively, the "Terms and Conditions"). The Terms and Conditions are also accessible via Digi's website at <http://www.digi.com.my>. All terms and reference used herein shall be the same as the General Terms unless otherwise defined.

This #DigiFlip4All Challenge ("**Contest**") which is organised by Digi Telecommunications Sdn. Bhd. (Company No. 201283-M) ("**Digi**") will be governed by these terms and conditions and any subsequent accompanying contest details (if any), Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Digi's website at [www.digi.com.my](http://www.digi.com.my) (collectively referred to as the "**Terms**"). Each Eligible Participant (as defined below) agrees that he/she has read and understood the Terms and by his or her participation in this Contest, each Eligible Participant agrees to be bound by the Terms.

## 1. Contest Period

- 1.1. This Contest commences from 13th October 2022 and runs until 9th November 2022 (both dates inclusive) ("**Contest Period**"). Entries received after the Contest Period will automatically be disqualified. Digi has the sole and absolute discretion to extend and/or vary the Contest Period without prior notification.

## 2. Eligibility Criteria

- 2.1. All Digi subscribers residing in Malaysia are eligible to participate in this Contest (excluding persons mentioned in Clauses 2.1.1 to 2.1.3 below, "**Eligible Participants**") except for the following:-
  - 2.1.1. permanent, contract and temporary employees of Digi and their Immediate Family Members; and

- 2.1.2. employees of Digi's partners, advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting this Contest together with their Immediate Family Members.

Immediate Family Members shall mean any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

- 2.2. Each Eligible Participant agrees that he/she has read and understood the Terms of this Contest and by his or her participation in this Contest:-

- 2.2.1. agrees to be bound by the Terms; and

- 2.2.2. if the Eligible Participant is below 18 (eighteen) years of age, also confirms that he/she has obtained prior consent from his or her respective parents or legal guardian to participate in this Contest. In the event the Eligible Participant fails to provide Digi with the said parental / guardian consent upon request by Digi, such individual shall be subject to Clause 2.4 below.

- 2.3. All personal details submitted must be accurate and complete and are subject to proof upon request by Digi.

- 2.4. Digi reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with the Terms or which tampers with the entry process. Incomplete, indecipherable, illegible, incorrect or fraudulent entries or any entry which violates the Terms will automatically be disqualified without any notice.

### 3. Contest Mechanics

- 3.1. In order to participate in this Contest, the Eligible Participants need to carry out the following steps and/or activations:-

Step 1: Eligible Participants must record a video performing a flip challenge using any item, e.g., bottled water, coin, book, cup, or card ("**Participation Video**") provided always that the item used is safe and free from all any danger and/or hazard (real or potential).

Step 2: Eligible Participants must upload and post the Participation Video on their Instagram or Twitter account and ensure that their account is set to public display.

Step 3: Eligible Participants must follow and tag @digitelco and hashtag #DigiFlip4All in the post with the Participation Video.

#### 4. Notification and Selection of Contest Winners

- 4.1. Selection of the contest winners for this Contest will be based on the following:
  - 4.1.1. Potential Winners will be selected by Digi's Panel of Judges and subject to final decision at Digi's discretion.
  - 4.1.2. The process in selecting the Potential Winners is as set out from steps 1 to 3 under Clause 3.1 and Clause 4.1.1 above and are subject to changes from time to time by Digi and without any notification and/or assigning any reason whatsoever.
  - 4.1.3. Upon Digi's determination of the Potential Winners pursuant to Clause 4.1.1 and Clause 4.1.2 after the Contest Period but not later than 5th December 2022 ("**Contact Period**"), the Potential Winners will be contacted by Digi via Instagram or Twitter Direct Message. During this time, Digi will need to collect details to verify Potential Winners' Digi subscription status and the Potential Winners are required to share their full name and contact number.
  - 4.1.4. Upon successful verification, Digi will need to get the Potential Winners' delivery address.
- 4.2. If the Potential Winner fails to respond within a reasonable time after as stipulated having contacted by Digi once via Instagram or Twitter Direct Message (the "**Contact Period**"), Digi reserves the right to move on and select another Potential Winner. The non-contactable Potential Winner shall be disqualified automatically as Potential Winner and shall have no claims whatsoever against Digi on such disqualification. The Potential Winners who responded within a reasonable time after having contacted by Digi, via Instagram or Twitter Direct Message will be the contest winners ("**Contest Winners**").
- 4.3. The Contest Winners will be contacted and notified of the Prize that the Contest Winner has won via Instagram or Twitter Direct Message by no later than by 2 working days after the Contact Period ("**Collection Period**"). Notwithstanding this, Digi has the sole and absolute discretion to extend the Collection Period. The Contest Winners are to keep their mobile phone numbers activated during the Collection Period.

- 4.4. The Contest Winners will be notified of the venue for the collection of Prizes. If the Contest Winner is unable to personally collect his or her Prize, he or she can provide a letter of authorisation to authorise another person to collect on his/her behalf. The identification card of the authorised person must be produced upon collection of the Prize. Digi reserves the right to reject any letter of authorization if such letter of authorization is not satisfactory in Digi's opinion. Digi shall not be liable to any consequence in the event the Prizes are released pursuant to any letter of authorization received. Furthermore, Digi shall not be liable in the event the Contest Winner fails to comply with the Collection Period due to the non-acceptance of letter of authorization by Digi.
- 4.5. The Contest Winners must be 18 (eighteen) years old and above, otherwise formal parental or guardian consent must be obtained and provided to Digi upon Digi's request. In the event the Contest Winners fail to provide Digi with the said parental or guardian consent, Digi shall have the right to forfeit the entry and / or the Prize as the case may be.

## 5. Rights over the Participation Video

- 5.1. The Eligible Participants warrant to have legal and beneficial ownership, including and without limitation to any intellectual property ("**IP**") rights, over the Participation Video. In this respect, the Eligible Participants further warrant that the Participation Video shall not infringe or violate any IP rights including copyright, trademarks, contract's right, passing off or any rights of any third party or entity or violate any person's rights of privacy or publicity or any applicable law. Digi shall not be held responsible in any way whatsoever for infringement or violation of any copyright, trademarks, contract's right, passing off or any other IP rights of any third party or entity on the videos submitted.
- 5.2. Once the Eligible Participants have completed the steps as set out at Clause 3 above and have deemed to be participating in this Campaign (the "**Participants**"), the Eligible Participants have agreed as follows: -
- 5.2.1. By participating in this Campaign, the Potential Winner as the legal and beneficial owner of the Participation Video, agrees to transfer its title, rights and interest including without limitation to any IP rights over the Participation Video to Digi. The Potential Winner consents that any video submitted for this Contest may be used by Digi for its exclusive marketing, promotional activity or any other purposes as deem fit by Digi. By participating in this Contest, the Potential Winner hereby grant Digi a

perpetual non-exclusive royalty free license and right to the use of the Participation Video submitted for this Contest.

- 5.2.2. Digi shall be permitted to reproduce, exhibit, publish or otherwise reuse the Participation Video (including but not limited to reposting the Participation Video on Digi's own Instagram profile) without notification or payment to the Potential Winner
- 5.2.3. Digi may, at its sole discretion, include the Potential Winner's name in any use of the Participation Video as set out at Clauses 5.2.1 and 5.2.3 above.

5.3. The Potential Winner hereby agree and irrevocably and unconditionally undertake to indemnify Digi (on full indemnity basis) against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that it may suffer or incur as a result of or in connection with any breach of IP.

5.4. The Potential Winner further agree to release and hold harmless Digi against any and/or all losses, damages, rights, claims and actions of any kind in connection with this Campaign (including resulting from any breach of IP).

## 6. The Prizes

6.1. The Prizes of this Contest are as follows ("**Prizes**"):-

6.1.1. Samsung Galaxy Z Flip4 (128GB) Blue colour

6.1.2. Each Contest Winner will receive 1 item from the list as set out under the Clause 6.1.1 above as the Prize. The final amount of Prizes to be won is at Digi's discretion.

6.2. The Prizes are not transferable and / or exchangeable and not for resale. No cash alternatives will be offered. Digi reserves the right to replace any of the aforementioned Prizes with another prize of the same value without prior notice.

6.3. The Contest Winners may be governed by a separate set of terms and conditions imposed by the provider of the Prizes or Digi's partner that are offering the Prizes. Where such terms are applicable, the Contest Winners will be notified.

6.4. Each Contest Winner/Digi subscriber shall be entitled to win one (1) Prize only.

7. By participating in this Contest, each Eligible Participant agrees and consents to Digi's Privacy Notice (which can be found [here](#)) that all details submitted pursuant to this

Contest, including without limitation personal data/information being collected, processed and used by Digi for:-

- 7.1. the purpose of this Contest; and
  - 7.2. marketing and promotional activities conducted in such manner as Digi sees fit worldwide in any media including without limitation the Internet, without further express consent from, and payment or consideration to the relevant Eligible Participants. Marketing and promotional activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as well responses and related photographs. In this regard, each Eligible Participant agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Digi relating to this Contest; and
  - 7.3. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi from time to time.
8. In addition, where any of the data/information especially personal data relating to the Eligible Participant and/or third parties (where applicable) are submitted to Digi and/or by any entrant in connection to this Contest, each:-
- 8.1. warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required for Digi and/or usage and processing of such data/information; and
  - 8.2. agrees that it shall be his or her responsibility to advise Digi in writing should there be any relevant change in the data/information provided to Digi which requires action on the part of Digi.
9. Each Eligible Participant hereby agrees and irrevocably and unconditionally undertakes to indemnify Digi (on full indemnity basis) against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that it may suffer or incur as a result of or in connection with this Contest and the Prizes.
10. Each Eligible Participant further agrees:-
- 10.1. to release and hold harmless Digi and/or the Specified Persons against any and/or all losses, damages, rights, claims and actions of any kind in connection with this Contest (including resulting from acceptance, possession, use or

misuse of any Prizes, or travel to or from any Prize-related activity and claims based defamation, or invasion of privacy);

- 10.2. that Digi and/or the Specified Persons make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the Prizes, including, without limitation to, their quality, merchantability or fitness for a particular purpose;
- 10.3. that Digi and/or the Specified Persons shall not be liable for and hereby expressly exclude any losses, damages, rights, claims and actions of any kind (including without limitation loss of damage to property or any personal injury or loss of life, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Contest, and/or the Prizes, even if Digi has been advised of the possibility of such damages in advance, whether or not due to and/or arising from:-
  - 10.3.1. telephone, electronic, hardware or software program, network, Internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation to, the incorrect or inaccurate capture of entry information online;
  - 10.3.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
  - 10.3.3. virus attacks and/or any other malicious software infection to the Eligible Participants'/subscribers' mobile phones arising from the downloading of these contents, any failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed electronic transmissions;
  - 10.3.4. any default or condition caused by events beyond the control of Digi including those due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Digi;
  - 10.3.5. any printing or typographical errors in any materials associated with this Contest; and

- 10.3.6. any claims by third party for infringement of intellectual property rights. Specified Persons shall mean Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives, partners and contractors including contradicting, promotion, and fulfilment agencies, and legal advisors and/or joint-organiser.

## 11. Digi:-

- 11.1. reserves the right, at any time, to verify the validity and/or reject any entries at its sole and absolute discretion without having to assign any reasons whatsoever. Incomplete, indecipherable, illegible or incorrect, ineligible, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;
  - 11.2. reserves the right to disqualify a Contest Winner if he/she is found to be ineligible at any point of time and to cancel/withdraw/recall the Prizes from being delivered to the ineligible Contest Winner. If the ineligible Contest Winner has enjoyed the Prizes, the ineligible Contest Winner hereby agrees and undertakes to indemnify Digi for the cost of the Prizes, failing which, Digi shall have the right to initiate any action it deems necessary against the ineligible Contest Winner.
  - 11.3. reserves the right to reject any entries and/or withhold the Prizes or forfeit the Prizes where Digi believes that there are unlawful, deceitful and/or fraudulent acts and practices without any prior notice.
  - 11.4. reserves the right, at any time, to vary, delete or add to any of the mechanics, the Prizes or the Terms, and alter, cancel, terminate or suspend this Contest and/or any part thereof without any prior notice; and
  - 11.5. for the avoidance of doubt, cancellation, termination or suspension by Digi of any entry or this Contest shall not entitle the Eligible Participants to any claim or compensation against Digi for any and all loss or damage suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
12. All decisions by Digi, including but not limited to the selection of Contest Winners and forfeiture of the Prizes are final, conclusive and binding. No correspondence or claims shall be entertained.

13. A failure by Digi to enforce any of the Terms in any instance(s) will not give rise to any claim by any person.
14. All other terms and conditions governing the use of any of Digi's mobile telecommunication services shall apply herein mutatis mutandis.
15. The Terms, which are available on [Digi's Terms and Conditions](#) shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.