

All Stars Gegar Vaganza 2023 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 Privacy Notice as set out at <https://cd.link/privacy1> 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 references used herein shall be the same as the General Terms unless otherwise defined.

This All Stars Gegar Vaganza 2023 Contest (Gegar Vaganza Giveaway Bersama Digi) ("Contest") which is organized by Digi Telecommunications Sdn. Bhd. [Company Registration No.: 199001009711 (201283-M)] ("Digi") will be governed by these terms and conditions and the aforesaid Terms and Conditions (collectively, "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 on **18th September 2023** and runs until **11th December 2023** (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's 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 (as defined below); and
 - 2.1.2. employees of Digi's partners, advertising, promotion agencies and any other persons involved in organising, promoting and/or conducting

this Contest together with their Immediate Family Members (as defined below).

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

Step 1 : Look out for the contest post, which will be posted every Monday from **18th September 2023** to **4th December 2023** on Digi's Facebook page. In total, there will be twelve (12) contest weeks, and four (4) winners each week (with two (2) tickets to be won each).

Step 2 : Eligible Participants shall provide the correct answer to Digi by commenting on the contest post after the contest post is published on Digi's Facebook page.

Step 3 : Eligible Participants with the fastest correct answer will be shortlisted and contacted via Facebook Direct Message ("**Facebook DM**") with a form requesting for their details (name, phone number and IC) ("**Potential Winners**"). The Potential Winners will need to fill up the form within 48 hours from the time they receive Digi's Facebook DM ("**Contact Period**"). After verifying, Digi will notify the shortlisted Potential Winners that if they have won two (2) tickets each for the All Stars Gegar Vaganza live show which will be held on every Sunday during the Contest Period.

Step 4 : The winners who have confirmed their attendance will have their names reserved and sent to Astro to be listed down in the guest list ("**Contest Winners**").

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. The process in selecting Contest Winners is as set out from steps 1 to 4 under Clause 3.1 above, subject to changes from time to time by Digi and without any notification and/or assigning any reason whatsoever. Each winner can only win once throughout the Contest Period.

4.1.2. The Potential Winners who have fulfilled all four steps under Clause 3.1, will be contacted by Digi via Facebook DM for the purpose of confirmation and selection process. The Potential Winners who are the fastest to comment on the contest post and successfully contacted by Digi will be the contest winners ("**Contest Winner**").

4.1.3. If the Potential Winner fails to respond within the Contact Period after having been contacted by Digi once via Facebook DM, 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 Winner who has responded within the Contract Period after having been contacted by Digi via Facebook DM will be the Contest Winners.

- 4.2. The Contest Winners will be notified of the venue and time to attend the live show via Facebook DM. If the Contest Winners are unable to attend the live show for any reason whatsoever, the Prizes (as defined below) will be forfeited.

5. **The Prizes**

- 5.1. The Prizes of this Contest are as follows ("**Prize(s)**"): 2 x All Stars Gegar Vaganza live show tickets

- 5.1.1. Each Contest Winner will receive two (2) tickets from the list as set out under Clause 5.1 above as the Prize. There is a total of a ninety-six (96) tickets to be given away until the end of the Contest Period. Each week is a total eight (8) tickets to be awarded to four (4) Contest Winners. Each Contest Winner shall be entitled to win two (2) tickets only.

- 5.2. The Prizes are not transferable and/or exchangeable and not for resale. No cash alternatives will be offered.

- 5.3. 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 is offering the Prizes. Where such terms are applicable, the Contest Winners will be notified.

6. By participating in this Contest, each Eligible Participant agrees and consents to Digi's Privacy Notice (which can be found at https://new.digi.com.my/cs/Satellite/Page/tnc/default/tnc_privacy_statement_en) that all details submitted pursuant to this Contest, including without limitation personal data/information being collected, processed and used by Digi for: -

- 6.1. the purpose of this Contest; and
- 6.2. 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

- 6.3. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi from time to time.
7. 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: -
 - 7.1. 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
 - 7.2. 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.
8. 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 losses, claims, damages, costs or expenses (including solicitors' fees and costs) that Digi may suffer or incur as a result of or in connection with this Contest and the Prizes.
9. Each Eligible Participant further agrees: -
 - 9.1. 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);
 - 9.2. 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;
 - 9.3. 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:-

- 9.3.1. 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;
- 9.3.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
- 9.3.3. 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;
- 9.3.4. 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;
- 9.3.5. any printing or typographical errors in any materials associated with this Contest; and
- 9.3.6. 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 contra advertising, promotion, and fulfilment agencies, and legal advisors and/or joint organizer.

10. Digi: -

- 10.1. 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;
- 10.2. 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.
- 10.3. 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.
- 10.4. 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
- 10.5. 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.
11. 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, claims or appeals shall be entertained.
12. A failure by Digi to enforce any of the Terms in any instance(s) will not give rise to any claim by any person.
13. In the event that any of the provisions in these terms and conditions are invalid, illegal and unenforceable under any applicable law or for any reason whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
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 <https://www.digi.com.my/terms> shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.