

## Contest Standard Terms and Conditions (“Contest Standard Terms”)

20191010

### 1. Introduction

We run certain contest, campaign, promotion, and/or giveaway (collectively known as “Contest”) once a while. When you participate in any of the Contest, you must make sure you read these Standard Terms. IN THESE STANDARD TERMS, YOU WILL FIND IMPORANT INFORMATION ABOUT THE CONTEST, INCLUDING WHAT WE CAN DO, AND HOW WE LIMIT OUR LIABILITY. IT IS, THEREFORE, IMPORTANT YOU READ THESE STANDARD TERMS CAREFULLY BEFORE YOU PARTICIPATE SUCH CONTEST.

Specific Terms relating to the Contest will be set out separately found in our Property. You should read the Specific Terms as well. The Specific Terms will specify, amongst others, (a) name of contest, (b) brief description of contest, (c) the mechanism/entry procedure, (d) eligibility, (e) contest 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 ENTER INTO THE CONTEST, WE WILL ASSUME THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE CONTEST TERMS IN ITS ENTIRETY.

The Contest is incorporated and forms part of the Terms of Use.

### 2. Our Rights to make Changes

WE CAN CHANGE ANY TERMS IN THE CONTEST AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT CONTEST TERMS REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR PROPERTY. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO PARTICIPATE IN THE CONTEST AFTER THE DATE ON WHICH SUCH TERMS HAVE CHANGED, WE SHALL TREAT YOU HAVE ACCEPTED THOSE CHANGES.

### 3. Eligibility

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

### 4. Charges

You understand and agree that you may incur certain charges to take part in the Contest. Where the mode of entry is via short messaging service (“SMS”) multimedia messaging service (“MMS”), or when you are required to use data for internet usage, each Contest entry sent by you may be subject to a premium charge as stipulated in the Specific Terms. These charges are 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 incurred by you as a result of and/or pursuant to your participation in the Contest 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 the Contest mechanism;
- (d) in our sole determination, we believe that you have attempted to undermine the operation of the Contest by fraud, cheating or deception;
- (e) breach the terms and conditions of the Contest Terms;
- (f) you violated any applicable Law; and/or
- (g) for any other reasons we deem fit.

We may but have no obligation, in 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 the Indemnified Party whatsoever, that arises during the period of suspension.

We may terminate or suspend the Contest 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 Contest is resumed, you shall abide by our decision regarding resumption of the Contest and disposition of the prizes.

## 6. Disqualification

Submission of the Contest entry does not guarantee you the opportunity to participate in the Contest. Equally, if you are a winner, it does not guarantee you the opportunity to receive the prize. 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 contest will be automatically disqualified, or we may revoke the prize (at any stage of the contest) 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 contest entry is received by us after the closing date;
- (e) you tamper with the mechanism of the contest, and/ entry process;
- (f) you violated any applicable laws or regulations;
- (g) incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Contest Terms;
- (h) in our sole determination, we believe that you have attempted to undermine the operation of the contest 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) you are above 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 aspect 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 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 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 the Contest;
- (b) agree that if so, required by us, you shall make yourself available (without compensation) for the production, recording and publicity of the Contest during the such time and production schedule as may be notified by us;
- (c) to be interviewed (which may be recorded by us);
- (d) to the taking of any Recording for promotions and publicity use;
- (e) agree and consent that we have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on our website, social media and/or platform, in whole or in part at our discretion. All copyrights subsisting in the Recording shall belong to us absolutely;
- (f) to abide by the Contest 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 contest 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 contest 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 contest 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 the Contest requires the submission of any 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 Equipment for your temporary use during the the Contest. 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 Contest, 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**

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 issued 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 the Contest is entered into at your own risk without any warranty of any kind express 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 express 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 the Contest and/or receive the prize.

In the event the Contest and/or prize involves the consumption of food, product sampling and/or any form of participation, trip or travelling, 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, delay 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 Contest 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 happens 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 Contest, 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 Contest 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 Contest entry whether or 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 Contest;
- (d) any error (including error in notification of the Contest 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 Contest and this Contest Terms, rules and regulations where such failure is caused by any reasons or circumstances beyond our control.

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 Contest, the production, distribution, exhibition and/or exploitation of the Contest.

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 the Service, loss of use of the Property, 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).

Notwithstanding anything to the contrary, in the event the Indemnified Party is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that our entire liability, if any, and your exclusive remedy, arising out the Contest shall not exceed Ringgit Malaysia One (RM1.00) only.

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

The criteria for the selection of winner shall be as set out in the Specific Terms. Notification of winner will via the means as set out in the Specific Terms. Our decision on all matters relating to the Contest (including without limitation, the selection of contestant, play of the Contest, selection of winner, 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 us 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 Contest Terms or any part thereof is translated into any other languages and there is any conflict between this English version and any foreign language version of this Contest Terms, the English version shall prevail.

#### **17. Severability**

In the event any provision of this Contest 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 Contest 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-conveniens or any similar grounds.

## 19. **Definitions**

The following words are given the following definitions: -

<b>“Affiliate”</b>	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).
<b>“Contest”</b>	means either competition or giveaways, as may be specified in a Specific Terms.
<b>“Contest Terms”</b>	collectively means these Standard Terms and Specific Terms.
<b>“Contestant/you/yourself”</b>	means you, an individual, who participate in the Contest
<b>“Equipment”</b>	means consumer electronic device, such as but not limited to smartphones, personal computers, or tablets.
<b>“Indemnified Party”</b>	collectively means us, our Affiliate, directors, officers, employees, servants, agents, assignees, sponsors, agency, and/or representative.
<b>“Law”</b>	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
<b>“Material”</b>	means text, data, slogan, drawings, images, pictures, logos, content, photograph, any materials or other creative works, including voice or video recordings and/or document.
<b>“Recording”</b>	means still photos, audio and/or visual recording.
<b>“participate”/participation”</b>	means taking part, get involved, and/or play a role in the Contest, and it includes any act and/or conduct requires by us, whether it is during, or after the Contest.
<b>“Property”</b>	collectively means our services, website, our social media, and/or any other platforms (whether known now



	or in the future) owned and/or managed by us or our Affiliate.
“Specific Terms”	means Specific Terms and Conditions relating to a Contest.
“We/us/our”	means Kiplepay Sdn Bhd (formerly known as Webonline Dot Com Sdn Bhd.

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