

BABY IDOL SEASON 3

CONTEST TERMS AND CONDITIONS

1. **INTRODUCTION**

The following Terms and Conditions apply for the **Baby Idol Season 3** (hereinafter referred to as the "Contest") to be run on **MIX fm** (hereinafter referred to as the "Radio Station") and shall be binding on all persons ("Contestant") entering into this Contest. Entry and participation in this Contest shall be deemed an unconditional acceptance by a Contestant of all terms and conditions.

These terms and conditions can be collected at Airtime Management & Programming Sdn Bhd, All Asia Broadcast Centre, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur and can be downloaded from www.mix.fm ("the website").

2. **ORGANISER**

The Organiser is Airtime Management & Programming Sdn Bhd, the operator and manager of **MIX fm** of All Asia Broadcast Centre, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur (the "Organiser").

3. **DURATION**

Contesting will occur from **1 May 2009** to **31 October 2009** inclusive ("Contesting Days"). The Organiser reserves the right to extend the Contest period at its own discretion.

4. **ELIGIBILITY**

Entry is available to all Malaysian residents aged 18 years or over **OR** in the event that the participant is under the age of 18 years old, their parent/guardian may at the absolute discretion of the Organiser be required to sign an indemnity in the form required by the Organiser as a precondition to their child's entitlement to the prize(s).

Employees and the immediate families of the Organiser, ASTRO ALL ASIA NETWORKS plc, MEASAT Broadcast Network Systems Sdn. Bhd. and its subsidiaries and affiliates are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.

A person is ineligible to participate in the Contest and redeem any prizes if they have won a prize valued at RM 1000 or more in any Contest run on the Radio Station 3 months prior to their entry in this Contest.

A person is ineligible to participate in the Contest and redeem any prizes if they have won a prize from this Contest 30 days prior to their entry in this Contest.

5. **METHOD OF ENTRY**

To enter:

- a. Users need to submit their baby's photo online (subject to MIX fm's prior approval)
- b. The photos with the highest votes at the end of the month will win RM500

Incomplete or illegible entries (whichever is applicable) will not be eligible and will be disqualified. The Organiser reserves the right to disqualify any entry which in the opinion of the Organiser includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Organiser.

Any person who is discovered to have used or attempted to use more than one name or providing false information in entering the Contest will be disqualified from participating in the Contest and/or redeeming a prize.

Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.

The Contestant acknowledges and agrees that the Organiser reserves the right to disqualify a winner in the event that the Organiser learns of his/her ineligibility after awarding the prize to him/her. In such event, the Organiser reserves the right to demand for the return of the prize(s) or payment of its value from the ineligible person/parent/guardian.

Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Organiser. A request to access or modify any information provided in an entry should be directed to the Organiser.

6. CONTEST MECHANICS

7. PRIZE(S)

7.1 Each month (May – October), the contestant with the highest votes in that month will win RM 500.

The Monthly winners and runner-ups (12 in total) will be featured in MIX fm's 2010 calendar.

Claims

All Prizes must be collected within three (3) months from the date of notification ("Collection Period"). Winners are solely responsible for the collection of their Prize, and the Organiser shall not be obliged to give notice of the Prize collection date line. Prizes which have not been claimed within the Collection Period shall be forfeited by the Organiser and the Organiser, its agents, sponsors and representatives shall have no liability to the Winner in any respect whatsoever.

Prizes must be claimed in person unless the Organiser advises otherwise. Identification which includes a photograph will be required (examples include identification card/drivers licence/passport which displays a photograph of the Winner). Where the Organiser elects to post a Prize to a Winner no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.

In special situations, and subject to the absolute discretion of the Organiser, a Winner may nominate a designated representative to collect a Prize. The representative will be required to present written authorisation from the Winner and identification which includes a photograph for both the Winner and their representative.

In the event that a Winner chooses not to accept a Prize, they will have to sign a "Letter of Forfeiture" provided by the Organiser and forfeit any and all claims to that Prize, which will be dealt with according to the absolute discretion of the Organiser. No prize replacement claim will be entertained.

Transfer and utilisation of Prizes

Prizes are non transferable, and where applicable, must be used on the dates specified and may not be redeemed for cash or other alternatives.

All Prizes are accepted entirely at the risk of the Winner, and the Organiser excludes all warranties in connection with any Prize to the extent permitted by law.

If a specified Prize becomes unavailable, the Organiser may substitute a replacement Prize at its absolute discretion.

8. NOTIFICATION

All prize winner(s) will be notified on air at the time of winning by telephone and then by SMS. If the Organiser does not receive a response to our SMS within 3 months the prize will be forfeited. The Organiser will not be responsible for any SMS not received or sent by winners due to mobile operators' system failure, etc.

9. TAXES

Winners are responsible for any and all taxes payable as a result of a Prize being awarded or received.

10. UNCLAIMED PRIZES

Prizes unclaimed after a period of three (3) months will be forfeited.

11. PUBLICITY MATERIALS AND COPYRIGHT

Contestants may be required by the Organiser to participate in interviews, photo, video and/or film sessions and acknowledge that the Organiser has the right to use such interviews, publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, without payment of any compensation whatsoever.

Contest entries and material ("Materials") submitted in connection with any Contest (whether in written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Contestants become the property of the Organiser which may use the material in any medium and in any reasonable manner it sees fit. Copyright in the Materials shall vest absolutely in the Organiser.

The Organiser may incorporate information from Contestants in any data base for use in the ordinary course of its business.

The Contestant shall not without the specific prior written consent of the Organiser publish or disclose any information in connection with the Contest or the Prize (without limitation to representatives of media in whatsoever form). The Contestant shall not be entitled to give interviews or be involved in articles or reports in respect of the Contest or the Prize with any third party.

The Contestant hereby grants and assigns to the Organiser the entire copyright and other intellectual property rights in the Contest and its involvement in the Contest in all media and technology.

12. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Organiser against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Contest including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

13. LINE DROP OUT AND INABILITY TO CONTACT

Internet Contests

All entries via the internet are sent at the risk of the Contestant and in the event there are technical difficulties experienced arising out of the internet or from any associated equipment or internet security is compromised, the Organiser may at its absolute discretion disqualify the entire entry and shall not accept any liability doing so.

In the event where the Contest requires online registration, the Organiser shall have the right to call/nominate next best Contestant/Winner if the Organiser is unable to reach the current/existing Contestant/Winner.

If a Contestant is suspected of cheating or manipulating the system which may affect the results of the Contest, the Organiser may in its absolute discretion terminate the Contest immediately.

14. LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in the Contest and/or a prize will be the sole and absolute responsibility of each contestant.

15. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Contest or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

16. MINORS

If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Organiser be awarded to the prize winner's parent or legal guardian.

If the winner of a holiday prize is under the age of 18 years, that winner must nominate a parent or legal guardian as their accompanying traveller for the trip. The winner and their accompanying traveller must not engage in any illegal or unsafe behaviour whilst travelling.

Where these terms and conditions require a participant to sign a Deed of Release before participating in the Contest and/or redeeming a prize and the contestant and/or winner is under the age of 18 years, such Deed of Release and Indemnity must be signed by that person's parent or legal guardian prior to their participation in the Contest and/or the prize being awarded.

17. TERMINATION OF CONTEST

The Organizer may terminate this Contest at any time at its absolute discretion without liability to any Contestant or other person at anytime without giving any reason whatsoever.

18. DECISIONS FINAL

All matters or decisions relating to this Contest, Prize and these terms and conditions shall be final and cannot be contested. No correspondence or discussions will be entertained.

19. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Organiser to enforce any of these terms and conditions in any instance(s) will not give rise to any claim by any person.

20. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering this Contest will be used by the Organiser in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Contest is an agreement to be bound by that policy.

21. **GENERAL**

The Contestant is obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Contest and acknowledges that all activities are undertaken at its own risk.

The Organiser reserves the right to forfeit the Contestant's place on the Contest or the Prize (without liability or compensation) if, in its opinion, the Contestant may expose the Contestant's self or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Contest.

These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Contest or the Prize or any of these Rules should be relied upon unless confirmed in writing by the Organiser. The invalidity, illegality, or unenforceability of the whole or part of the Rules does not affect or impair the continuation in force of the remainder of the Rules.