

**ANUGERAH PILIHAN PROTON X50 SUPERSTAR**  
**TERMS & CONDITIONS**

**A. GENERAL TERMS OF PARTICIPATION**

1. This contest is organized and produced by Sistem Televisyen Malaysia Berhad (“Organiser”; “STMB”), and sponsored by PROTON Holdings Berhad (“Sponsor”; “PROTON”) in conjunction with the **Anugerah Melodi Terhangat 2025** (“AMT 2025”), which will be aired on TV3.
2. For the avoidance of doubt, all operational, administrative, legal, promotional, content-related and executional responsibilities rest solely with the Organiser (STMB). The Sponsor (PROTON) acts solely in the capacity of brand owner and prize provider. The Sponsor shall not be held liable under any circumstances for any claims, disputes, injuries, damages, or losses arising out of or in connection with the design, operation, judgment, management, or execution of the Contest by the Organizer.
3. The Terms and Conditions stated below shall apply throughout the Period of the Contest (as hereinafter defined) and continue to remain in force until and unless the same is amended by the Organiser.
4. By entering this Contest, the Contestant (as defined below) agrees to be bound by the Terms & Conditions (“T&C”) and the absolute decisions of the Organizer and Sponsor
5. The Contest is open to:
  - (i) Individuals who are at the age of 18 years old as at 1 July 2025 who are either:
    - a. Citizens of Malaysia possessing a valid Identity Card (“IC”); or
    - b. Non-Malaysians possessing a valid passport **and** a valid local bank account
  - (ii) Individuals with a public social media platform as a:
    - a. **Celebrity (actors and singers)**; or
    - b. **Key Opinion Leaders (KOL)**; or
    - c. **Content creators**with a minimum audience reach on one or more social media platforms (i.e Instagram, TikTok, Facebook, YouTube or X (formerly known as ‘Twitter’) or Rednote (‘Xiao hong shu’); and
  - (iii) Possess a valid Malaysian driving license (“the Contestants”).
6. The Contestants must fulfill all three requirements in **Clause 5** to be eligible as Contestants in this Contest.
7. The following group of persons shall NOT be eligible as Contestants in the Contest:
  - (i) Permanent and/or contract employees of the Organiser, including their holding, associated and related company, **Media Prima Berhad** and their respective group of companies; and/or
  - (ii) Permanent and/or contract employees of the **Sponsor**, including their holding, associated and related company and their respective group of companies; and/or
  - (iii) Advertising, promotion and event agencies involved in the execution of the Contest;

- (iv) Their respective immediate family members [including spouses, children, parents, brothers, and sisters]; and/or
  - (v) Relatives to permanent representatives, employees, servants and/or agents of the Organiser and the Sponsor; and/or
  - (vi) Undischarged bankrupts; and/or
  - (vii) If the Contestant or any of her or his immediate family members is employed by:
    - (a) the prize providers; and/or
    - (b) any person, or entity otherwise involved or participating in the Contest and its production including but not by way of limitation any of the panel of judges.
  - (viii) Contestants who are contractually bound to a third party in the manner which may interfere and/or bar his/her participation in this Contest will not be allowed to take part in this Contest and his/her participation will be disqualified without further notice and/or any form of compensation UNLESS he/she are able to produce a valid written consent from the third party to whom he/she are contractually bound to releasing him/her from his/her contractual obligations and/or allowing him/her to take part in the Contest.
- (IX) The Letter of Release must state that the third party to whom the Contestant is bound to:-
- (a) irreversibly consents to his/her participation in the Contest and he/she are free to participate in the Contest and to attend ALL events organised by the Organiser as and when necessary; and
  - (a) agrees and undertakes to surrender ALL rights, including but not limited to tv recording rights; radio recording rights; online publishing rights; cd compilation rights; right to commercially deal with the Contestant's contribution to the Contest.
- (X) By taking part in the Contest, each Contestant warrants and undertakes that the Contestant:-
- (a) shall not violate or infringe any copyright patent trademark name or contract property or personal right or right of privacy the moral rights of any third party or other right of any person or libel or slander any person except where the work is based on or incorporates material of any third party whose consent has been duly obtained; and
  - (b) shall not contain any obscene or defamatory material or anything of an advertising nature and will not expose the Organiser and Sponsor to civil or criminal proceedings or breach of any other law or regulation or rights of any third parties; and
  - (c) shall not include anything which offends good taste or decency; is offensive to public feeling; is likely to encourage crime or lead to disorder, or is abusive or threatening in nature; and
  - (d) has not previously entered into any commercial, contractual, sponsorship or other agreement (including but not limited to recording or performing contracts) or arrangement with any person, firm or company (such as a contract with a management company or an individual to act as the Contestant's manager) other than the Organiser (or any of its associated company(ies)) in respect of his/her/their abilities or the products thereof or in respect of her or his name, likeness, image or biography. Should he/she have entered

into such agreement or arrangement prior to the date hereof, the Contestant hereby undertake to notify the Organiser immediately and the Organiser shall be entitled to take such other action as it considers (in its absolute discretion) to be appropriate including without limitation by disqualifying the Contestant from the Contest.

(e) The Contestant hereby agrees and provides full consent for the Organizer and Sponsor to use the personal information submitted during registration for marketing and promotional purposes.

(f) By participating in the Contest, the Contestant hereby grants the Organiser and the Sponsor (PROTON Holdings Berhad) a **worldwide, irrevocable, non-exclusive, royalty-free, perpetual license** to use, reproduce, edit, adapt, publish, display, distribute, and communicate to the public any content submitted or created as part of the Contest—including but not limited to videos, photos, captions, written statements, performance recordings, and social media posts (collectively, “Submitted Content”)—for the purposes of marketing, advertising, public relations, publicity, brand promotion, and commercial communication, across all media and formats now known or hereafter developed.

(g) The Contestant waives any right to inspect or approve the final use of such Submitted Content and agrees that no further permission, approval, or compensation shall be required.

(h) The Organiser shall be solely responsible for obtaining all necessary rights and releases from the Contestant to ensure the Sponsor’s use of the Submitted Content is fully authorized. The Sponsor shall have no liability for any disputes arising from the use of such content in good faith.

8. By taking part in the Contest, each Contestant consents and agrees to be bound by these Terms and Conditions and acknowledges that the interest of the Contest shall override those of all and/or any of the Contestant.

## B. **CONTEST PARTICULARS**

9. The Contest shall commence from **5 July 2025** and conclude on **1 August 2025** (“**Contest Period**”).

10. To take part in the Contest, the Contestant can submit his/her entry in the manner stated hereunder:

### **Step 1: Contest Launch**

The Contest will be announced at the **Anugerah Melodi Terhangat** Digital Press Conference on **5 July 2025** at “Tanamekar The Hills”.

### **Step 2: Participation**

To participate, the eligible individuals as described in Clause 4 above must:

- Visit selected official Proton showroom with All New Proton X50 display, promotional event by Proton or any AMT event;
- Record a maximum of sixty-second video showcasing their most stylish appearance with the ALL New Proton X50;

- Post the video on their best perform social media (**Instagram/TikTok/Facebook/YouTube/X (formerly known as 'Twitter')**/Rednote (xiao hong shu) with the hashtag **#AMTX50Superstar**.
- Ensure that the post is public and tag **@protoncars** and **@tv3malaysia** on or before **1 August 2025**.

### **Step 3: Shortlisting and Judging**

- A panel of judges from the **organizer** will evaluate all the entries based on the style, creativity, presentation and brand alignment.
- The **10 selected Nominees** will be announced during the **“Malam Terpaling Hangat”** segment and invited to attend the **“Anugerah Melodi Terhangat”** live show.

### **Step 4: Award Presentation**

- **One (1) Grand Prize Winner** (the “Winner”) will be announced during the live show by **DEFAM**.
- The Winner will receive the **Anugerah Pilihan Proton X50 Superstar Trophy** and an **All-New Proton X50 car** (the “Prize”) in Melodi night ceremony.
- The selected Winner must be available for press interviews, media content production and photo/video documentation for publicity and promotional purposes. In the event that the Winner is unable to attend the Award Presentation, they must submit a **written authorization** for a proxy representative, subject to the Organizer’s approval.

## **C. PRIZING DETAILS**

One (1) Grand Prize Winner will be entitled to **one (1) unit of an All-New Proton X50 car**, subject to the Organiser’s receipt of all necessary and accurate details and documentation as requested from the respective winners.

11. The Car is not exchangeable for cash, credit or any other items.

12. The Winner is solely responsible for any and all costs and expenses associated with the Prize, including but not limited to:

- i) **Insurance:** the Winner shall bear the cost of obtaining and maintaining insurance for the Prize, including any required liability insurance, comprehensive coverage, or any other insurance necessary or desirable relating to the Prize.
- ii) **Road Tax:** the Winner shall be responsible for the payment of any road taxes or fees associated with the ownership and use of the Prize.
- iii) **Car Plate Number:** the Winner shall be responsible to bear the cost of purchasing the existing car plate number for the vehicle, if applicable.

13. The Organizer shall in no way be responsible or liable for any defects, faults, maintenance or other issues related to the Prize. I understand that any complaint, claim, maintenance requests regarding the Prize shall be directed solely and exclusively to the supplier or the manufacturer of the Prize, the Sponsor. I further acknowledge that the Company makes no warranties or representations, either expressed or implied, concerning the condition, suitability, fitness for purpose, or merchantability of the Prize and any queries pertaining thereto shall be directed to the Sponsor.

14. The handover of the Prize shall be conducted at a **PROTON**-appointed showroom within sixty (60) days of the Winner announcement.

15. Notwithstanding the provisions in this contest term and condition, the Contestant hereby agrees and undertakes that the Organiser/Producer and/or the Sponsor and/or the Sponsor shall have the right to make changes to the prizes, including but not limited to changing the sum (if cash) to be received by the Contestant and/or to substitute the prizes with products/sponsored products (if any/subject to availability) the type and value of which shall be at the Organiser's/Producer's sole discretion.

16. The Contestant shall be fully responsible for all tax obligations arising from his/her participation in the Contest and/or any prizes as stated in in this t and c above and hereby releases the Organiser and/or any television station or channel, cable network, or satellite network that may air the Contest, and each of their respective parents, subsidiaries, affiliates or divisions, and all persons and entities connected with the Contest, of any and all liability in connection with any such taxes.

#### **D. CONTESTANT'S WARRANTIES AND UNDERTAKINGS**

17. By signing this agreement and participating in the Contest, the Contestant agrees to release, discharge and hold harmless the Organiser from all claims and damages arising out of his participation in the Contest and/or acceptance, use, misuse, non-uses or possession of any prize won by him. The Contestant further agrees to abide by the Contest rules attached hereto and all other rules, regulations, fire, health and/or safety regulations and security arrangements, terms and conditions relating to the Contest as may be imposed or devised from time to time by the Organiser (the "**Rules**"). The Contestant agrees to further accept the decision of the Organiser on each and every aspect of the Contest as final and the Contestant hereby acknowledges and agrees that the interests of the Contest shall override those of any Contestant.

18. Accordingly, the Contestant agrees to make himself available to participate in the Contest at the times and locations requested by the Organiser throughout the Period of Contest. Each Contestant hereby warrants that she or he has truthfully and accurately completed all forms in relation to the Contest and that all details submitted by the Contestant to the Organiser shall be deemed to be current and that the Contestant has not withheld any information requested of him/her and that by taking part in the Contest and completing this Agreement and acknowledging this Term and Condition and supplying the answers and information requested of him/her/them by the Organiser he/she has in no way been misleading or untruthful. In the event of any change of such details, the Contestant shall notify the Organiser in writing immediately.

19. The Contestant acknowledges that the Organiser reserves the right exercisable at any time at its sole discretion to disqualify him/her from the Contest without further notice and/or reimbursement at any stage be found to have supplied and/or omit to supply any information reasonably requested of him/her, supply untruthful, inaccurate or misleading personal details or information or otherwise be in breach of the terms contained herein. All personal particulars, photographs and information submitted shall be the property of the Organiser who shall reserve the right to use the names and/or photographs of the Contestant as materials for the purposes of advertising and publicity and promotion and marketing and sponsorship and/or exploitation of the Contest throughout the world and the Contestant shall not be entitled to claim ownership or other forms of compensation on the materials. Contestants may also be required to give comments for press releases, photographs, video, media interviews, radio and television appearances, and at any announcement event(s).

20. Contestants shall make themselves available and render all reasonable assistance to the Organiser in connection with but not limited to costume fittings, make-up calls, rehearsals, dubbings, recordings, commentary, interviews, press calls, press conferences, promotional trailers, promo shoots, on-location shoots (and any other reasonable publicity that may be required by the Organiser for the purposes of publicity for the Contest and all other production and television related services to be determined at the Organiser's discretion.

21. Contestants shall produce his/her NRIC for verification purposes as and when required by the Organiser.

22. Each Contestant shall accept and abide by any and all decisions to be made by the Organiser and/or the panel of judges (if any) concerning decisions relating to the Contest. The Contestant may be required to sign and abide by the terms and conditions of any additional releases or documents or statements, the contents of which shall be determined by the Organiser. In the event any of the Participants shall refuse to sign or to abide with the same, she/he will be automatically disqualified, and the Organiser shall select other Contestants(s) to take the place of the disqualified Contestant.

23. Upon the Organiser's request, each and every Contestant shall sign and abide by the terms of any additional releases or authorizations that the Organiser, in their sole discretion, deem necessary.

24. The selection of and the number of judges, and the manner in which the Contestant is judged, at each stage of the Contest shall be at the Organiser's sole and absolute discretion and the judges' and/or the Organiser's decision is final. No enquiries, appeals, verbal or written, shall be entertained.

#### E. **PUBLICATION**

25. Each Contestant hereby warrants that he/she shall not, either individually and or collectively, in any media throughout the Universe [including without limitation on any website (including but not limited to social networking sites such as "Facebook", Twitter, Instagram, TikTok") and/or other online media] make any personal appearance nor give any interview nor allow publication, in any media (be it visual and/or audio), any information whatsoever concerning himself/herself, the Contest or the Organiser or its group of companies, make any statement about nor actively publicize nor discuss with any third party without prior written consent from the Organiser any information relating to the his/her participation in the Contest or any of the production team or any other Contestants or any other information which may come to his/her attention relating to the Organiser or broadcaster or the prize providers or otherwise connected to the Contest save for such information which is already public knowledge.

#### F. **ASSIGNMENT OF RIGHTS**

26. With full title guarantee, the Contestant assigns irrevocably to the Organiser (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to his/her/their contribution to the Contest, including but not limited to the Entry, such that the Organiser shall be entitled to use and exploit and license others to use and exploit such contribution by all means and in all media and formats whether now known or hereafter invented throughout the Universe for the full period of copyright including any extensions and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore, the Contestants hereby consents to waive all his/her rights under the **Malaysian Copyright Act 1987** and any amendment or re-enactment thereof ("**the Copyright Act**") and under all similar laws in any part of the world that may create rights in his/her

appearance on the Contest and/or performance in the Contest, to enable the Organiser to make fullest use of the Contest and performance in the Contest without restriction.

27. The Contestant hereby irrevocably and unconditionally waive all rights relating to his/her contribution to the Contest any and all "moral rights" which the Contestant may have now or in the future including but without limitation any of his/her/their rights under **Section 25 and 25A of the Copyright Act** or any similar laws of any jurisdiction and acknowledge the Organiser right to use the Contestant's name, likeness and voice and any biographical details, photographs and recordings of him/her separately from or in conjunction with the Contest thereof in all media and formats throughout the Universe including but not by way of limitation on Contest related websites or other online media and in advertising, publicity, sponsorship and exploitation material.

28. The Contestant hereby undertakes and warrants that he/she understand and agree that he/she have no right to prevent further use of the rights already assigned to the Organiser under **Clause 12** above and no right to make any claim for payment of either fee, royalty, contribution or otherwise charitable in nature from the Organiser following the use or exploitation of such rights in whatever type or format including but not limited to reproduction, segmental use for other programmes as well as the commercial exploitation of the Audition in the formats such as CD, VCD and DVD. The Contestant hereby further undertakes and warrants that he/she/they understand and agree that he/she/they will not be entitled to any fees, royalties, residuals or other consideration in respect of any broadcast, subsequent rebroadcast or retransmission or any other use by the Organiser (or any assignees or licensees) of the Contestant's contribution to the Contest or any part thereof in any manner or media now known or hereafter invented.

29. Without prejudice to the generality of **Clauses 12, 13 and 14** above, it is expressly agreed that the Contestant assigns to the Organiser:-

- (i) the publication rights to all contributions by the Contestant to the Contest and any and all copyright works created pursuant to all contributions by the Contestant to the Contest in all parts of the world;
- (ii) the right to exploit all contributions by the Contestant to the Contest and to authorise others so to do in any and all media by any and all means for the full period of copyright, including all renewals, revisions and extensions throughout the world; and
- (iii) the performing rights in all parts of the world.

G. **LIMITATION OF LIABILITY**

30. Neither the Organiser and/or its group of companies; nor advertisers and/or sponsors nor any of their respective employees, officers, directors and/or agents, licensees, assigns, parents, affiliated and subsidiary companies shall be responsible for any technical, mechanical, or electronic malfunctions, any war, riot, disease, illness (due to sponsored products) or any acts of God (i.e. inclement weather, flood, etc) which affect or may affect the participation of the Contestants, the production of the Contest, including the broadcast of the Contest.

- 31. (i) Neither the Organiser and/or its group of companies; nor advertisers and/or sponsors nor any of their respective employees, officers, directors and/or agents, licensees, assigns, parents, affiliated and subsidiary companies shall be responsible and/or be liable to the Contestant or his/her/their legal representative for any loss or damage or injury to the Contestant or his/her/their property caused by or suffered during or in connection with the Contestant taking part in the Contest unless caused by the negligence of the Organiser and recoverable on that ground following judgment of a competent court of final judgment.

(ii) Contestants will accept and assume full liability in case of any mishap, injury, illness, death, claim, accidents or damage to themselves, to others or to their property howsoever caused by or suffered during or in connection with their participation in the Contest and the Organiser shall not be liable to the Contestant or his lawful guardian and/or parents and/or legal representative as a result thereof. The Contestants undertake and agree to bear all costs in relation to any injury or illness which the Contestant may suffer during his/her participation in the Contest.

(iii) The Contestant, his/her executors, administrators and/or other personal representatives acknowledge that the Organiser, its related/affiliated/associated companies, and their respective officers, employees, servants and agents will not be responsible or liable for, and release and forever discharge the Organiser, its related/affiliated/associated companies and their respective officers, employees, servants, agents and all persons authorized by it or them or any of them from, any claim, liability, damages, cost, loss or expense whatsoever in respect of:

- (a) Any injury or health problems to the Contestant (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problems resulting in death;
- (b) Loss of earnings or earning capacity;
- (c) Any impairment of enjoyment of life;
- (d) Loss of or damage to the Contestant's property and/or personal belongings;
- (e) Pain and/or suffering;
- (f) Death; and/or
- (g) Any loss of any other kind whatsoever arising out of the Contestant's participation in the Contest or arising from compliance with the Terms and Conditions including the Rules as stipulated herein and the Contestant agree that this Contestant Release Agreement may be pleaded to any such claim.

(iii) The releases contained in this **Clause 18** shall operate in respect of any loss or damage sustained or suffered however caused, including loss or damage suffered due to the negligence, omission, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by the Organiser, its related/affiliated/associated companies and their respective officers, employees, servants and/or agents.

(iv) In addition, the Contestant hereby agrees to indemnify and hold harmless the Organizer and Sponsor (PROTON), its directors, officers, employees, agents, and affiliates from and against any and all claims, actions, proceedings, liabilities, losses, damages, costs, or expenses (including legal fees) arising out of or in connection with the Contestant's participation in the Contest, or from any act or omission of the Organiser or its representatives. This indemnity is in addition to, and does not limit, any other indemnity provided elsewhere in this Agreement.

32. Without limiting the forgoing in any way, the Organiser shall be entitled to include and use the Contestant's name, likeness, voice, biographical details, photographs of the Contestant and recordings of interviews with the Contestant (if any) separately from or in conjunction with the Contest in all media and formats throughout the Universe including but not by way of limitation on Contest-related websites or other online media and in advertising, publicity, sponsorship and exploitation material.

#### H. **MISCELLANEOUS**

33. All decisions regarding the Contestant and all aspects of the Contest, including but not limited to, rules, eligibility, selection, production are at the Organiser's sole and exclusive discretion, are final, and are not subject to appeal.

34. The Organiser reserves the right to change the Terms and Conditions and/or any part of the structure of the Contest, at the Organiser's absolute discretion, as it sees fit, without limitation, without any reference and/or notice to the Contestants.

35. Each Contestant shall at all times comply with all relevant laws, statutes, regulations and requirements of all relevant authorities in its participation in the Contest, Contestants shall bear the consequences in the event of non-compliance with the same and shall indemnify and compensate the Organiser for all liability resulting from any failure by the Contestant to comply with any laws.

36. The Contestant hereby acknowledges that the Organiser is not under any obligation to record the Contestant's contribution to the Contest or include the Contestant in the broadcast version thereof.

37. The Contestant hereby undertake and agree to, among other things, to treat all information and material received or acquired in connection with the all the Contestant's contribution to the Contest including without limitation, the progress, results and outcome of the Contest, as strictly confidential and shall be strictly required not to disclose any such information to any third party. The Contestants also warrants and undertakes that without limiting the Organiser's right to obtain other relief from the Contestant, any breach of this confidentiality warranty and undertaking, will subject the Contestant to the Organiser right to claim for damages.

38. Non-compliance with any of the Terms and Conditions contained herein by the Contestant shall immediately disqualify the Contestant from the Contest.

39. In the event of any dispute concerning the operation of any element of the Contest and/or the Terms and Conditions, the decision of the Organiser is final.

39. The Terms and Conditions shall be governed by and in all respects construed in accordance with the laws of Malaysia. The Contestants irrevocably submits to the exclusive jurisdiction of the courts of Malaysia in relation thereto.

40. The Organiser reserves the right to amend or vary any of the Terms and Conditions without prior notice to any Contestant.

#### **41. Consent to Personal Data Processing**

By providing your personal data and/or signing this Contestant Release Form, you hereby confirm that you have read and understood our Personal Data Protection Notice which can be viewed at <https://www.mediaprima.com.my/personal-data-protection-notice.html> ("**Notice**") and you consent to the processing of any personal data provided to the Organiser in accordance with the terms contained in the Notice.

#### **42. Anti-Bribery, Anti-Corruption And Anti-Money Laundering**

(i) The Contestants shall comply with all applicable laws and regulations in relation to anti-bribery, anti-corruption and anti-money laundering, including but not limited to the **Malaysian Anti-Corruption Commission (MACC) Act 2009 (Act 694)** and **Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Act 2001 (Act 613)**.

(ii) The Contestants hereby warrants and undertakes that neither the Contestants nor anyone in connection with the Contestants shall, in connection with or in relation to this Agreement or any other agreement, contract or arrangement (orally or in writing) with the Organiser/Producer and/or the Sponsor directly or indirectly, accept from or agree to accept

from or give to any person any gratuity for the benefit of or at the direction or request of any officer or employee of the Organiser/Producer and/or the Sponsor.

(iii) The Contestant further warrants and undertakes that the Contestant and/or anyone connected to the Contestant shall at all times act in accordance with and adhere to the Anti-Corruption Policy of the Media Prima Berhad Group of Companies which is available on Media Prima Berhad's website (<https://www.mediaprima.com.my/group-anti-corruption-policy.html>).

43. The contra proferentem rule shall not apply in the construction or interpretation of this Terms and Conditions and the language in all parts of this Terms and Conditions shall be construed and interpreted as a whole and neither strictly for nor against any of the Parties.

44. The Contestant further agrees and acknowledges that the Contestant:-

(i) shall be solely responsible for all arrangement and cost incurred in order to fulfil all and/or any requirement stated herein;

(ii) shall strictly adhere to and observe all instructions given by the Organiser throughout the Contest Period; and

(iii) shall not make any claims against the Organiser for all and/or any related costs and/or charges in his/her participation and/or contribution to the Contest, howsoever and/or whatsoever arising incurred by the Contestant to take part in the Contest and/or to collect the prizes including but not limited to internet / wi-fi / broadband / telco costs / travel costs their own Internet service provider's (ISP) charges;

(iv) shall not make any claims against the Organiser for any damage to and/or imperfection of the Prize received that arises from the negligence of the Participant and/or any third party, including the negligence of the courier service.

(v) shall not make any claims against the Organiser for any losses, damages or any inconveniences suffered by the Contestant as a result of his/her participation in the Contest; and/or

(vi) any third-party claims or losses of any nature incurred by the Contestant, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages as a result of his/her participation in the Contest.

40. In the event that any provision in this Agreement is held by any Malaysian Court or any legislation enacted thereunder to be illegal or unenforceable, the remaining provisions hereof shall continue to be effective and enforceable between the parties.

41. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreement and understanding between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the Contestant and the duly authorised representatives of the Organiser.

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