

MALAYSIA AIRPORTS 25th Anniversary Shopping Campaign
#MYairportmoments Social Media Contest
(1 June – 30 November 2017)

Terms & Conditions

- 1) The MAHB 25th Anniversary Shopping Campaign (“**Campaign**”)’s #myairportmoments Social Media Contest starts from 1 June 2017 and ends on 30 November 2017 (“**Contest Period**”) both dates inclusive or such other period(s) as many be determined at the sole and absolute discretion of Malaysia Airports Holdings Berhad (“**The Organizer**”) without prior notice. The Organizer may terminate or suspend the Contest at any time at its absolute discretion in which case, the Organizer may elect not to award any prize. Such termination or suspension will not give rise to any claim by the Participants. If the Organizer resumes the Campaign, the Participants shall abide by the Organizer’s decision regarding resumption of the Campaign and disposition of the Prizes.
- 2) This Campaign organized by Malaysia Airports Holdings Berhad (“**MAHB**”) is open to all individuals aged 18 and above.
- 3) The following categories of persons shall NOT be eligible to participate in this Campaign:
 - a) Permanent, contract and/or temporary staff or employees of MAHB (including its subsidiaries and related companies and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and
 - b) Representative of its promotion, advertising and PR agencies, their subsidiaries, associate companies and participating retailers at the participating International Airports mentioned in paragraph 3 below.
- 4) The Contest involves 5 International Airports in Malaysia, i.e. Kuala Lumpur International Airport (KLIA Terminal) & Kuala Lumpur International Airport 2 (klia2 Terminal), Penang International Airport (PIA), Langkawi International Airport (LIA), Kota Kinabalu International Airport (KKIA) and Kuching International Airport (KIA).
- 5) Subject to the terms and conditions herein, the following prizes shall be available for the Campaign (“the Prizes”)

Winner 1 – iPhone 7 Red ™ Special Edition

Winner 2 – Apple iWatch Series 1

- 6) Subject to the terms and conditions herein, the Eligible Participant(s) may earn an entry or entries (“Entry” or “Entries” as the case may be) to win the Prizes (stated in Paragraph 4 herein) in the following manner:-

Step 1:

Find the 25th Anniversary Shopping Campaign backdrop in any of the five participating airports and snap a photo/ selfie/ wefie at the backdrop. For KLIA, participants may also snap a photo/ selfie/ wefie at the Lamborghini Car Display.

Step 2:

Post the most creative photo on the respective participant’s Instagram or Facebook account supported by a creative caption, with the hashtags #MYairportmoments and #mahb25years.

- 7) The Contest is giving away a total of two (2) prizes which consist of Apple gadgets. Prizes are as follows: -

a) Month 1 x 1 winner

Apple iPhone 7 Red ™ Special Edition

- i) The Organizer will not be responsible to bear the cost for the formatting, SIM card or whatsoever related to the respective Prize winners and/or any other incidental cost.
- ii) Visual(s) of the Prize shown in any advertisement, promotional, publicity and other materials relating to or in connection with the Contest is/are solely for illustration purposes only and does not include any optional accessories.

- iii) The Prize is given on an "As Is" basis, which is non-transferable and non-exchangeable for cash or other kinds, whether in part or in full.
 - iv) In the event the Organizer's merchant(s)/supplier(s) is unable to supply the same model as described herein to the Organizer due to the reasons which include, but are not limited to manufacturer(s) recall or damage/lost/stolen during storage and delivery, the Organizer reserves the right to substitute the prize with another model of like or similar value at its sole discretion.
 - v) For any dispute in relation to quality or warranty of the Prize or any terms and conditions in respect thereof, the Winner shall directly deal with the authorized dealer/supplier without any recourse to the Organizer. The Organizer shall not be held responsible or liable for any breach of quality or warranty of the Prize or any other terms and conditions in respect thereof.
- b) **Month 2 x 1 winner**
Apple iWatch Series 1
- i) The Organizer will not be responsible to bear the cost for the formatting, SIM card or whatsoever related to the respective Prize winners and/or any other incidental cost.
 - ii) Visual(s) of the Prize shown in any advertisement, promotional, publicity and other materials relating to or in connection with the Campaign is/are solely for illustration purposes only and does not include any optional accessories.
 - iii) The Prize is given on an "As Is" basis, which is non-transferable and non-exchangeable for cash or other kinds, whether in part or in full.
 - iv) In the event the Organizer's merchant(s)/supplier(s) is unable to supply the same model as described herein to the Organizer due to the reasons which include, but are not limited to manufacturer(s) recall or damage/lost/stolen during storage and delivery, the Organizer reserves the right to substitute the prize with another model of like or similar value at its sole discretion.
 - v) For any dispute in relation to quality or warranty of the Prize or any terms and conditions in respect thereof, the Winner shall directly deal with the authorized dealer/supplier without any recourse to the Organizer. The Organizer shall not be held responsible or liable for any breach of quality or warranty of the Prize or any other terms and conditions in respect thereof.
- 8) The Contest Period starts on 1 June 2017 and ends on 30 November 2017. Any submissions later than the specified end date and end time will be automatically disqualified.
- 9) At the end of the Contest Period, winners will be selected based on the most creative photo and caption.
- 10) Potential Winner(s) for all the respective prizes will be contacted via Direct Message on Instagram or Facebook within five (5) working days after winner selection is completed. If the Organizer received no response from the selected winner, another one (1) attempt will be made to contact them. Where the second attempt is unsuccessful, such Potential Winner will be disqualified and will not be entitled to win the Prize and the Organizer will award the Participant with the next best post.
- 11) The Organizer has the sole discretion to fix any date and time to contact the winners. The Organizer shall not be held responsible for the attempted contact made to the said potential winners which are not connected or not reachable or not responded due to any reasons whatsoever.
- 12) All winners are required to submit the following to the Organizer, which must be received within two (2) working days, after notification by Direct Message on Instagram or Facebook. "Working day" shall mean a day (other than Saturday, Sunday and public holiday) on which commercial banks are open for business in the state of Selangor, Malaysia. If winners fail to perform the aforementioned, entries are automatically disqualified and will be replaced with participants next on the list.
- a) A clear legible photocopy of his/her IC (Malaysian)/Passport (Non-Malaysian)
 - b) A clear legible photo of him/herself in JPEG format
- 13) Prizes are not exchangeable for cash, are not transferrable, and will only be given to winners who are able to satisfy the requirements for the claiming of prizes set out herein. Winners shall agree to indemnify and keep the Organizer, and its subsidiary, associated and related companies relating to this

Contest whether in contract, tort or otherwise, sufficiently indemnified against any failure to remit the tax payable to the relevant authorities.

- 14) For the avoidance of doubt, the Organizer hereby disclaims all warranties (implied or express) of the Prizes in relation to its safety. All risks associated with the use of the Prizes shall be assumed by the winners.
- 15) The Organizer shall not be responsible for any tax implications that may arise from the Prizes or the use thereof. Any tax filing obligation or any tax payment imposed by any authority as a result of receipt or usage of the Prizes shall remain the sole responsibility of the winners of this Campaign. It is the responsibility of each Eligible Participant to seek independent advice on the possible tax implications under this Contest.
- 16) The Organizer reserves the right, at its sole discretion, to provide an alternative prize of an equivalent value. The Organizer shall not be liable for the prizes that are lost, damaged or stolen during or after the course of collection and/or delivery.
- 17) All Prizes must be collected within the Collection Period and at such Collection Venue as set out in the Terms and Conditions notified by the Organizer. Failure to claim Prizes shall result in the Prizes being forfeited by the Organizer. The Organizer, its agents, sponsors and representatives shall have no liability to the Winners in any respect whatsoever.
- 18) In the event of unforeseen circumstances or circumstances outside the reasonable control of the Organizer and/or the sponsor, the Organizer and/or sponsor reserves the right to offer alternative prizes of approximately similar value. No cash alternative will be offered.
- 19) The Organizer reserves the right at its sole and absolute discretion to vary, delete, add or amend any of the terms and conditions set out herein from time to time without prior notice.
- 20) The Organizer reserves the absolute right to disqualify participation of eligible participants for the purpose of this Contest without having to notify the participants based on the following:
 - a) Entries received before and after the stipulated Campaign Period.
 - b) Inaccurate or incomplete registration details
- 21) By participating in this Contest, each Participants fully and unconditionally agrees to have read, understood and agreed to be bound by the Terms and Conditions herein and agree that any and all decisions made by the Organizer in relation to every aspect of this Contest shall be final and conclusive provided always that the decision made is fairly and reasonably made.
- 22) The Organizer's decisions on all matters relating to the Contest, including the determination of the eligible Participants, will be final and binding, and no further correspondences or attempts to dispute such decisions will be entertained.
- 23) The Organizer reserves the right to cancel, terminate or suspend this Contest by giving notice of fourteen (14) calendar days to the Eligible Participants. For the avoidance of doubt, the cancellation, termination or suspension by the Organizer of this Contest shall not entitle the Eligible Participant or any other person whatsoever to any claim or compensation against The Organizer for any losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 24) The Organizer may at its sole and absolute discretion disqualify and/or reject any Eligible Participants that it determines to be tampering with the process or the operation of this Contest or to be acting in breach or potential breach of the Terms and Conditions herein.
- 25) The Organizer shall not be liable to any Eligible Participants or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, in relation to the participation or non-participation in this Contest.
- 26) By participating in this Contest, each Participants undertakes that he/she shall not bring any claims, action or proceedings against the Organizer or its subsidiary, associated and related companies relating to this Contest whether in contract, tort or otherwise.
- 27) The Organizer shall not be liable or held responsible for any default in respect of this Contest due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of the Organizer.
- 28) The winners of this Contest agree and authorize the Organizer to disclose the winners' details (including but not limited to name, NRIC number, telephone number, e-mail address, gender, address and other relevant information provided by the Participants during or after the Contest) the

Organizer's distributor/agent who would then contact the winners regarding the delivery or redemption or collection of the Prizes. The winners are responsible to make the necessary arrangements with the Organizer and or its /distributor/agent to collect or redeem their Prize(s). The Organizer will not bear any accommodation and/or transportation and/or other cost that the winners may incur or have to incur in the course of redeeming or collecting or using the Prizes.

- 29) The purpose for the Organizer to collect the Personal Data ("Purpose") includes the following:
 - a) To establish the Participants and/or the award winners' identity and background;
 - b) For communications with the Participants and/or the award winners on any matter pertaining to the Contest, including but not limited to queries on the entry form details on the award notification to the winners on the awards and prizes;
 - c) To contact the Participants and/or the award winners to discuss any future exhibitions, publicity events related to their artworks and other art events;
 - d) To meet the disclosure requirements of any law binding on the Organizer; for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.
- 30) The Participant's Personal Data will be collected from the information the Participants have provided to the Organizer in the entry form and any other documents provided in relation to the Contest. The participants need to provide the Organizer with the Personal Data, which are requested by the Organizer, failing which the Organizer may refuse to accept the Participants registration/entry in the Contest.
- 31) By participating in the Contest, each Participant agrees and consents to the Organizer's collection, use and retention of his/her personal information (without compensation to the Participant) for all purposes related to this Contest including but not limited to (i) processing and administering entries, (ii) communicating with and awarding prizes to the winners, (iii) issuing publicity and announcements regarding the winners, and (iv) advertising, promoting and publicizing this Contest. Any entry or request made by a Participant which seeks to limit the foregoing will result in the automatic disqualification of the Participant.
- 32) It shall be the Participant's responsibility to ensure that the correspondence address and mobile/telephone number provided and maintained in the Organizer's records are current and updated. The Organizer reserves the right to forfeit the Prizes in the event the Eligible Participant's mobile/telephone number which is maintained the Organizer's record is invalid and/or not updated. The Organizer further reserves the right to record the telephone conversations made with the Eligible Participant for verification and record purposes.
- 33) The Participants and/or the award winners agree and consent that the Organizer may transfer their Personal Data outside of Malaysia.
- 34) The Organizer agrees to take reasonable steps and measures to secure the safety of the Personal Data collected from the Participants.
- 35) If there is any inconsistency, conflict, ambiguity or discrepancy between the Bahasa Malaysia and English version or other language version of these terms and conditions, the English version of these terms and conditions shall prevail. Notwithstanding the aforementioned where request had been made by the Eligible Participant and noted and acknowledged by the Organizer in its records that the Bahasa Malaysia version of the terms and conditions shall govern the operation of the Participating Account, then the Bahasa Malaysia version of the terms and conditions herein shall prevail.
- 36) For enquiries regarding the Contest, you are welcomed to:
 - a) Visit our Facebook Page:
Malaysia Airports: <https://www.facebook.com/Malaysia-Airports-112926392232909/>
 - b) Visit our Instagram Account:
@malaysiaairports: <https://www.instagram.com/malaysiaairports/>