

**TERMS & CONDITIONS**  
**for**  
**FlyFM's Film Fiasco**

**1. INFORMATION**

- 1.1 The Terms and Conditions provided herein set out the rules which are applicable to participation in the **Fly FM's Film Fiasco** via SMS (the "Contest"). A Participant should ensure that he reads these Terms and Conditions carefully as his participation in the Contest constitutes his acceptance of these Terms and Conditions.
- 1.2 Entry to the Contest is only open to residents of Malaysia aged 18 years or over. For those below the age of 18 years, parental or guardian consent is required before entry. Employees and their immediate families (including any live-in partner) of the Company, companies within the Media Prima group of companies and any of their subsidiaries and/or agencies associated with the Contest are ineligible to enter. Any such entries will be invalid.
- 1.3 The Contest's entry method shall be through SMS registration, text *join<space>full name* and send to **33661**.

**2. DEFINED TERMS**

"Call"	means the random call made by the DJ to the Participant's given mobile phone number for the Participant to answer the Question.
"DJ"	means FlyFM's on-duty radio announcer during the Contest.
"Participant"	means the individual who participates in the Contest.
"Prize"	means the cash prize of RM500.00 awarded to the Participant that has answered the Question correctly.
"Question"	means the question puts forward by the DJ to the Participant during the contest on FlyFM.
"SMS"	means the short text messaging service using the store-and-forward system, where the message is sent to a short message service centre which then forwards it on to the destination. For the purpose of these Terms and Conditions, the SMS is sent to the designated number by the Participant at cost to the Participant.
"Company"	means Max-Airplay Sdn Bhd (684959-W); a company incorporated under the laws of Malaysia and having its [principal office at 2 <sup>nd</sup> Floor, Sri Pentas, No. 3., Persiaran Bandar Utama, Bandar Utama, 47800 Petaling, Selangor Darul Ehsan, Malaysia.
"FlyFM"	means the FM radio station operated by the Company at a frequency of 95.8 megahertz in the Klang Valley.

**3. CONTEST MECHANICS**

- 3.1 The mechanics of the Contest are as follows:
- (a) the DJ will randomly make a Call to any of the Participants after the cue to SMS;

- (b) lucky recipient (Participant) of the Call will be required to listen to the snippet of Fabes and Ben delivering a dialogue from a movie and naming the title of the movie;
  - (c) the Participant that manages to answer the Question correctly will walk away with the Prize; and
  - (c) any Participant that fails to answer the Question correctly will have to wait for the next contest solicit from the DJ (if any)..
- 3.2 By registering to enter the Contest, the Participant hereby consents to his being called at any time during the on-air period of the Contest and any activity pursuant to Clause 8 herein.
- 3.3 Each Contest will run or a period of four (4) weeks starting on 19th of August 2007 and ending on 16th of September 2007 or until the total Prize of RM100, 000.00 has been won, whichever comes first.
- 3.4 Winner announcement will be made immediately upon the Participant answering the Question in the correct order.

## **5. PAYMENT AND PASSING OF TITLE**

The successful Participant has the responsibility to make own arrangement to collect the Prize.

## **6. DISCLAIMER AND LIMITATION LIABILITY**

- 6.1 Nothing in these Terms and Conditions will be construed as excluding or restricting (whether directly or indirectly) the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation. Subject to the foregoing, the Company's liability to the Participant shall be limited to the value of the Prize whether caused by breach of contract or tort, including negligence or otherwise.
- 6.2 In any event, the Company will not be liable for any damages or losses whether direct or indirect that the Participant may suffer as a result of failure by the Company to recognize, process or accept the Participant's answer to the Question including, but not limited to access delays or interruptions, data non-delivery or mis-delivery, any acts of God, war or terrorism, breaches of security or unauthorized the use of personal data arising from hacking and /or failure or lack of reception of telephone or mobile telephone networks. No refund shall be made for the cost of the entry.

## **7. SEVERABILITY**

If any provision of these terms and conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

## **8. CONSENT AND PROMOTION**

The Company (or any third party nominated by the Company) may use the winner's name and image and their comments relating to the Contest and experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid. However, save as set out in this clause, information and data ("personal data") which is provided by the Participant as an entrant when the Participant enters the Contest will be held and used by the Company and its suppliers and contractors in order to administer the Contest. Participant's personal data may also be passed to their mobile phone provider or to relevant regulatory bodies, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity or where requested by the phone provider as relevant in connection with the billing arrangements for the Contest. Aggregate, non personal data may also be used for the purpose of undertaking market research or in facilitating reviews, developments and improvements to relevant services.

## **9. GENERAL**

- 9.1 These Terms and Conditions shall be governed by and construed in accordance with Malaysian Law. Both the Participant and the Company hereby submit to the exclusive jurisdiction of the Malaysian courts.

- 9.2 The Company reserves the right to review and revise these Terms and Conditions from time to time without giving the Participant prior notice and by participating in the Contest subsequent to any revision of these Terms and Conditions, the Participant agrees to be bound by such changes.

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