

“Fly FM’s Fly@MacTonight” (“Contest”)

Rules & Regulations

Joint Organiser & Eligibility

1. This Contest is organised by Max-Airplay Sdn Bhd [684959-W] (öFly FMö) and is open to all Malaysian residents between the age of 16 to 24 years, attained as at 1 June 2007 [öthe Participantö or öParticipantsö].
2. The following group of persons shall NOT be eligible as Participants in the Contest:
 - [a] Relatives to permanent and/or contract employees of Fly FM [including its holding, associated and related company, Media Prima Berhad and their respective group of companies], and their respective immediate family members [including spouses, children, parents, brothers, and sisters]; and/or
 - [b] Relatives to permanent representatives, employees, servants and/or agents of advertising and/or promotion service providers of Fly FM.

Terms and Conditions

1. By signing this Agreement and participating in the Contest, The Participant, for himself and on behalf of his heirs, assigns, personal representatives, relatives, and anyone claiming through him, hereby releases, discharges and holds harmless from liability of Fly FM and/or Golden Arches Restaurants Sdn. Bhd. (öGARSBö), and all of their officers, officials, agent, independent contractors and/or employees (öthe Releaseesö), with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the ordinary or gross negligence of the Releasees or otherwise, except that which is the result of intentional misconduct or other conduct for which such a release is invalid as a matter of law and/or acceptance, use, misuse, non-uses or possession of any prize. The Participant shall defend and indemnify the Releasees from all claims brought against them which have been released by this Agreement or which arise from the breach of the Participant’s obligations under this Agreement. This Agreement is for the benefit of the Releasees only. The Participant further agrees to abide by the Contest rules attached hereto and all other rules, regulations, fire and safety regulations and security arrangements, terms and conditions relating to the Contest as may be imposed or devised from time to time by Fly FM (öthe Rulesö). The Participant agrees to further accept the decision of Fly FM on each and every aspect of the Contest as final and the Participant hereby acknowledges and agrees that the interests of the Contest shall override those of any participant. Accordingly, the Participant agrees to make himself available to participate in the Contest at the times and locations requested by Fly FM.
2. The Participant understands the mechanics of the Contest that requires him and ten (10) other stranger-participants to be locked in selected McDonalds outlets from 12.00 am until 8 am. Throughout the duration of the Contest, he is not allowed to sleep and will be given a series of challenges or tasks in order to remain in the Contest through the whole locked-in period. The Participant understands and acknowledges that the Contest may entail health risks to him. The Participant knowingly and freely assumes all such risks, known and unknown, even if arising from the ordinary and gross negligence of persons released from liability below, and assume full responsibility for his participation in the Contest.
3. The Participant hereby warrants that he has truthfully and accurately completed all forms including the application form relating to the Contest (if any), that the Participant has not withheld any information requested of him and that by signing this Agreement and supplying the answers and information requested of him by Fly FM, he has in no way been misleading or untruthful. Furthermore, the Participant acknowledges that Fly FM reserves the right exercisable at any time at its sole discretion to disqualify him from the Contest should the Participant at any stage omit to supply any information reasonably requested of him, supply untruthful, inaccurate or misleading personal details or information, break the Rules or otherwise be in breach of the terms contained herein
4. The Participant agrees that his contribution to the Contest shall not contain anything which is calculated to bring Fly FM and/or GARSB into disrepute or breach of contract or duty of confidence or which is defamatory or in contempt of court or is calculated to bring any broadcaster into disrepute.
5. Fly FM shall have the sole and unfettered right to determine the nature, exact method, manner, form of Contest rules and winning point of the Contest.
6. It shall be the sole responsibility of the Participant to make his own arrangements for return-transportation and/or accommodation and/or any personal expenses incurred (including but not limited to food and beverages expenses) during the Contest.
7. The Participants 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 Fly FM. In the event any of the Participants shall refuse to sign or to abide with the same, he will be automatically disqualified, and Fly FM shall select other Participant(s) to take the place of the disqualified Participant.
8. All prizes are awarded on an öAs Isö basis. Fly FM shall reserve the right at its absolute discretion to substitute any of the prizes other than cash, are non-transferable and not exchangeable for cash, credit or in kind, in part or in full. Participants shall be solely responsible for any applicable taxes.
9. Fly FM reserves the right to disqualify any Participant for any reason, including, without limitation, violation of the Rules and Regulations as stipulated herein or any other rules then in effect or the standards and practices and policies of

Fly FM. Disqualification may result in, among other things, immediate forfeiture of any prize otherwise awarded or awardable.

10. Participants 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 for the Contest and Fly FM and/or GARSB shall not be liable to the Participant or his lawful guardian and/or legal representative as a result thereof. The Participants undertake and agree to bear all costs in relation to any injury or illness which the Participant may suffer during his participation in the Contest.
11. The Participant hereby assigns irrevocably to Fly FM (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to her or his contribution to the Contest such that Fly FM shall be entitled to use and exploit and license others (including GARSB) 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 Participant hereby consents to waive all his rights under the Malaysian Copyright Act 1987 and any amendment or re-enactment thereof (the Copyright Law) and under all similar laws in any part of the world that may create rights in his appearance on the Contest to enable Fly FM or GARSB or other sponsor(s) to make fullest use of the Contest without restriction.
12. The Participant hereby waives irrevocably in respect of his contribution to the Contest any and all moral rights which the Participant may have now or in the future including but without limitation any of the Participant's rights under Sections 25 and 25A of the Copyright Law or any similar laws of any jurisdiction and acknowledge Fly FM and/or GARSB's right to use the Participant's name, likeness and voice and any biographical details, photographs and recordings of her or him separately from or in conjunction with the Contest in all media and formats throughout the Universe including but not by way of limitation on the Contest or related websites or other online media and in advertising, publicity, sponsorship and exploitation material.
13. Fly FM shall reserve the right to the use of or to grant the right to GARSB and/or any of its sponsor(s), to use the names and/or photographs of the Participants as materials for the purposes of advertising and publicity of the Contest and the Participants shall not be entitled to claim ownership or other forms of compensation on the materials. Participants may also be required to give comments for press releases, be photographed, video-taped, give media interviews, make radio and television appearances, and be present at any announcement event(s) and likewise shall not be entitled to claim any ownership or compensation for such publicity events.
14. By participating in the Contest, Participants agree to abide by these Rules & Regulations and the decisions of Fly FM and/or GARSB on any and all matters in relation to the Contest including but not limited to the publicity and or promotion of the Participant(s) thereof. The Participants hereby waive all rights to compensation for Publicity. Fly FM, GARSB their sub licensees or assigns may use, reproduce or otherwise disseminate or publish such publicity or promotion, directly or indirectly, for any commercial or other legitimate purpose in any manner and at any time desired.
15. All decisions on any matters in relation to the Contest are at Fly FM's sole and absolute discretion which shall at all times be final and binding on all Participants, including but not limited to, the interpretation of the Rules & Regulations, the disqualification of a Participant, the eligibility criteria of a Participant, the selection of the Participants, the audition venues and schedule, the production schedule of the video-taping and recording (if applicable) and no appeal and/or correspondence thereon in any form whatsoever will be entertained.
16. Any dispute, ambiguity or any issue that requires clarification during Contest will be decided by Fly FM which will be deemed as final. In the event the Participant does not comply or disputes Fly FM's decision, the Participant may be automatically disqualified from the Contest, at the discretion of Fly FM.
17. The Participant acknowledges that his contribution to the Contest is not a professional performance and does not entitle him to wages, salary or other compensation.
18. All Participants must abide by all applicable laws of Malaysia during the application process, selection process and if the Contest is being taped, during the period thereof .
19. The Participant hereby undertakes and agrees to, among other things, to treat all information and material received or acquired in connection with the Participant's participation in the Contest including without limitation, the progress, results and outcome of the Contest and/or the selected Participants, as strictly confidential and shall be strictly required not to disclose any such information to any third party. The Participant also warrants and undertakes that without limiting Fly FM's right to obtain other relief from the Participant, any breach of this confidentiality warranty and undertaking, will subject the Participant to Fly FM's right to claim for damages.
20. This Agreement is governed by the law of Malaysia. The Participant consents to the exclusive jurisdiction of the courts of Malaysia to resolve any issue related to or arising under this Agreement.
21. Participants must sign statements acknowledging that they have read, understood and will undertake to comply with the Rules & Regulations.

The Participant hereby acknowledges that:

- (i) I have read and understand, and I agree to be bound by **“Fly FM’s Fly@MacTonight”** Rules and Regulations together with the Terms and Conditions as stipulated herein;
- (ii) All decisions by Fly FM concerning the Contest rules and other matters are final and not subject to challenge or appeal.

I have signed this release on _____2007

(Name & Signature)

Signature Participant : _____
Name / NRIC No :

IMPORTANT:

If you are below 18 years of age, you **MUST** have this form signed below by your respective parent or lawful guardian **BEFORE** you can participate on the Contest.

I CONSENT TO THE ABOVE-NAMED PERSON PARTICIPATING IN THE PROGRAMME UNDER THE TERMS OF THIS AGREEMENT.

Signed (Parent/Lawful Guardian of the Participant)
Date
Name :
NRIC NO :