



a **media** prima company

“Foto Hari Raya Paling Menarik” Contest

TERMS AND CONDITIONS

IMPORTANT: PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS AND CONDITIONS BEFORE PARTICIPATING IN “FOTO HARI RAYA PALING MENARIK” CONTEST ORGANISED BY BIG TREE OUTDOOR SDN. BHD. (“ORGANISER”) LOCATED AT LEVEL 5, ANJUNG LIKU, BALAI BERITA, NO. 31, JALAN RIONG, 59100 BANGSAR, KUALA LUMPUR. BY PARTICIPATING IN THIS CONTEST, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

A. INTRODUCTION

The “Foto Hari Raya Paling Menarik” Contest (“**Contest**”) is organised by the Organiser in celebration of Hari Raya Aidilfitri 2025. Contestants will stand a chance to win cash prizes and have their photos featured on the Organiser’s digital out-of-home (“**DOOH**”) screens across Klang Valley.

B. ELIGIBILITY

This Contest is open to all Malaysian citizens aged 18 years and above residing in Malaysia, except for the following:

- (i) Both permanent and contract employees of the Organiser;
- (ii) Immediate family members and close relatives (including but not limited to parents, spouses, siblings and children) of the Organiser’s permanent and contract employees; and
- (iii) Individuals who have been declared bankrupt and/or are blacklisted.

C. PARTICIPATION STEPS AND CONTEST PERIOD

- (i) To participate, contestants must submit the most creative photo of themselves with at least one (1) other individual [minimum of two (2) individuals] in line with the theme of Hari Raya Aidilfitri on the Organiser’s official website at www.bigtree.com.my and following the subsequent steps. An entry submission shall only be deemed completed upon the contestant providing all required details and agreeing to the Terms and Conditions stated herein.
- (ii) Each contestant must ensure that the details provided are accurate and correspond to the information on their National Registration Identity Card (NRIC) for verification purposes in the event the contestant is selected as a winner.
- (iii) The submission of entries can be made from **17 March 2025** until **13 April 2025** (“**Entry Period**”).

- (iv) Any contestant's entry shall be immediately disqualified without further notice if the Organiser determines that:
- The contestant does not meet the eligibility criteria;
 - The entry is submitted outside of the Entry Period;
 - The photo submitted does not comply with the Photo Submission Guidelines and OOH Visual Guidelines provided hereunder; and
 - The entry submitted is in violation of any laws, regulations, and/or other applicable guidelines.

D. SELECTION OF WINNERS AND PRIZES

- (i) A total of twelve (12) winners will be selected based on the most creative photos submitted in line with the theme of Hari Raya Aidilfitri. The evaluation of creativity shall be determined solely at the absolute discretion of the Organiser.
- (ii) Each winner shall receive a cash prize of RM500.00.
- (iii) A sum of RM200.00 shall be donated to the Media Prima-NSTP Humanitarian Fund directly by the Organiser as a charitable contribution under the winners' names. A receipt or proof of donation, along with the tax exemption letter will be provided.
- (iv) The selected winners will have their photos featured on the DOOH screens from **17 April 2024 to 30 April 2024 ("Showcase Period")**.
- (v) The selected winners will be announced after the Entry Period but on or before the Showcase Period via the Organiser's official social media channels, where the names of the winners will be published. The winners will also be formally notified by the Organiser through email one (1) day prior to the public announcement.
- (vi) The decision of this Contest is final and conclusive at the sole discretion of the Organiser. Any complaints and/or appeals from contestants will not be entertained under any circumstances.

E. REDEMPTION OF PRIZES

- (i) Winners will receive their cash prizes via online transaction. For the purpose of the foregoing, the winners shall provide the Organiser with their bank details to facilitate the payment process.
- (ii) All winners are required to complete the Acknowledgement and Acceptance Form. Notwithstanding the foregoing and anything to the contrary, the Organiser's receipt and/or proof of payment shall constitute a conclusive evidence of payment, irrespective of whether a winner has completed the Acknowledgement and Acceptance Form.
- (iii) The winners shall have no right to dispute, contest, or bring any claim, whether directly or indirectly, in any form or manner, against the Organiser in relation to the payment of the cash prize. This includes, but is not limited to, any claims alleging non-receipt, delay, or any other discrepancies in the payment amount or method. The Organiser's receipt and/or proof of payment shall be deemed final, binding, and conclusive evidence of full and final settlement, and the winners hereby irrevocably waive any and all rights to challenge, contest, or seek any further recourse in connection thereto.

F. PARTICIPATION RULES AND GUIDELINES

- (i) **Originality and Copyright:** All photos submitted for this Contest must be created solely by the contestants, who must certify that they are the original creators and copyright holders of the submitted photos. Stock images or images generated by Artificial Intelligence (“AI”) are strictly prohibited.
- (ii) **Content Standards:** Submitted photos must not contain off-topic content, partisan political-messaging, advertising, nudity, personal attacks, expletives, or content that is abusive, threatening, unlawful, harassing, discriminatory, defamatory, obscene, false, sexually explicit or infringes the rights of any third party.
- (iii) **Photo Screening and Approval:** All submitted photos will be reviewed by the Organiser’s contest administrator. The Organiser reserves the right to reject any photos deemed inappropriate, offensive, or in violation of these Terms and Conditions.
- (iv) **Photo Submission Guidelines:**
 - **Multiple Submissions:** Contestants may submit more than one entry.
 - **Photo Composition:** Contestants must include more than one person in the photo [minimum of two (2) persons], which must prominently contain elements of the Hari Raya Aidilfitri theme and ensure that the OOH Visual Guidelines are followed. Consent from all individuals featured in the photo is deemed obtained prior to submission. In the case of a minor, consent from their respective parent or legal guardian must be obtained.
 - **Resolution and Quality:** Photos must have a minimum file size of 1MB and maximum file size of 3MB in landscape mode and must be captured in High Definition (HD). Edited photos, including the use of filters, shall not be permitted. Photos should not be blurry or pixelated, and no text should be added to the photo.
- (v) **Display of Photos on DOOH:**
 - **Display Time:** The selected winners will have their photos featured on the DOOH screens at random times throughout the Showcase Period.
 - **DOOH Screens Locations:** DOOH screen locations will be situated around the Klang Valley area, with the full list of locations available in **Appendix A**.
- (vi) **OOH Visual Guidelines:**
 - **Group Photo Consent:** If the post is a group photo, the participant affirms that they hold the right to submit the photo and have obtained all necessary rights, consents and permissions from each individual featured, including but not limited to the right to use their likeness, name, image and any other identifiable attributes. The contestant acknowledges responsibility for ensuring all individuals depicted have provided consent, and the Organiser shall not be held liable for any failure by the contestant to obtain such consent.
 - **Attire and Cultural Sensitivity:** Contestants must refrain from portraying any element that may be sensitive to the general Malaysian public, including but not limited to wearing

revealing clothing (e.g. no bareback, sleeveless tops, low-cut or revealing necklines or shorts and skirts above the knees).

- **Brand and Organisation Representation:** Photos and/or message submissions must not represent any brand or organisation.
- **Religious and Political Content:** Photo submissions must strictly refrain from including any religious or political representation, remarks, or elements.

G. RIGHTS AND PERMISSIONS

By participating in this Contest, contestants grant the Organiser, Media Prima Berhad, its affiliates, subsidiaries and/or group of companies, the right to use, display, reproduce and distribute the photo on DOOH screens, social media channels and/or any other social, network and communication platforms or promotional mediums deemed appropriate by the Organiser, without any payment or compensation to the contestants. Additionally, the Organiser reserves the right to utilise the submitted photos in applications for awards, recognitions, business expansion efforts, strategic initiatives, or any other matters directly or indirectly related to the objectives and promotion of the Contest.

H. CUSTOMER SERVICE HOTLINE

For any inquiries regarding this Contest including assistance or reporting of issues, contestants may contact the Organiser via email at thinkbig@bigtree.com.my (Monday to Friday, 9 a.m. – 6 p.m.).

I. LIMITATION OF LIABILITY

- (i) Each individual who elects to participate in this Contest agrees and acknowledges that their participation is at their own risk and expense.
- (ii) The Organiser assumes no responsibility for any losses and/or damages, whether financial or otherwise, to any party, including but not limited to:
 - Any issues, losses or damages of any kind experienced by contestants due to delays and/or failures in receiving, submitting, uploading, downloading and/or storing the photo entry resulting from network, communication, ISP or system errors, interruptions and/or any failures encountered by the Organiser or contestants in connection with telecommunications service providers and/or arising from the participation or upload or download of any documents, files and/or materials throughout the Contest. In the event of such errors, interruptions and/or failures, the Organiser shall not be liable for contestants' inability to participate in the Contest or for any failure on the part of the Organiser to fulfil its obligations;
 - Any errors, interruptions, defects, delays, omissions in operation or communication line failures, theft, destruction, unauthorised access, or the loss or late participations, whether arising during operation or transmission, caused by base functionality, server function, viruses, bugs, or other causes beyond the Organiser's control; and
 - The Organiser, Media Prima Berhad, its affiliates, subsidiaries and/or group of companies, sponsors, representatives, directions, officers, employees and agents shall not be liable for any misrepresentation of facts, damages, injuries, or losses (including death) arising from contestants' participation whether directly or indirectly as a result of any action by the Organiser and/or otherwise.

J. INDEMNITY AND ABSOLUTE RIGHTS

(iii) The Organiser reserves the right to:

- Amend the Entry Period and Showcase Period at any time at its sole discretion;
- Modify these Terms and Conditions, including the rules and/or eligibility requirements of the Contest;
- Decline to select any photos that violate the OOH Visual Guidelines and/or any applicable laws and regulations without prior notice to the contestants; and
- Cancel the Contest at any time if deemed necessary and/or due to circumstances beyond the Organiser's control.
- Add or reduce the locations of DOOH screens at any time if deemed necessary and appropriate.

(iv) Contestants agree to indemnify and hold the Organiser harmless from any losses, damages, expenses, and any third-party actions and/or claims, proceedings, demands, and costs (including legal fees, personal injury, death, loss or destruction of property, infringement of publicity or privacy rights, or defamation) arising from or resulting from the contestants' negligence and/or misconduct related to the Contest throughout the Entry and Showcase Period.

K. DATA PROTECTION

With regard to "Personal Data" [as defined under the Personal Data Protection Act 2010 ("PDPA") and any subsidiary legislation in force under the PDPA, as well as any legislation replacing the PDPA], contestants must ensure that they have read and understood Media Prima Berhad's Personal Data Protection Notice, accessible at <https://www.mediaprima.com.my/personal-data-protection-notice.html>. By participating, the contestants agree that their Personal Data may be processed by the Organiser in accordance with the terms set out in Media Prima Berhad's Personal Data Protection Notice. The contestants' names, information, addresses, emails and other personal details will be managed by the Organiser in compliance with the terms and stipulated under the PDPA.

L. COSTS

Any costs, charges, and/or expenses incurred by contestants in connection with participating in this Contest are the sole responsibility of the contestants. The Organiser shall not be liable to reimburse any such costs, charges, fees and/or expenses.

M. LAWS AND JURISDICTION OF COURTS

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia. In the event of any dispute arising out of or in relation to these Terms and Conditions, the parties hereby agree to submit to the jurisdiction of the Courts of Malaysia.

N. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Each participant hereby represents, undertakes and warrants to perform their respective obligations under these Terms and Conditions in accordance with all applicable laws, rules and regulations.

O. LANGUAGE

These Terms and Conditions may be provided in English and Bahasa Malaysia versions. In the event of any inconsistency between the English version and Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail.

END

APPENDIX A

A. KUALA LUMPUR

- Kelana Jaya Line LRT Stations (Bangsar, KL Sentral, Masjid Jamek and KLCC)
- Monorail Stations (KL Sentral, Hang Tuah, Imbi and Bukit Bintang)
- KL Sentral (near to the escalators linked between NU Sentral Mall and KL Sentral)
- Bukit Bintang (near Lot 10)
- Jalan Sultan Ismail (near Shangri-La Hotel)
- Jalan Sultan Ismail (near SME Bank)
- Jalan Imbi (near Berjaya Times Square)
- Jalan Tun Razak (near Institut Jantung Negara)
- Jalan Bangsar (near LRT Bangsar station)
- Jalan Maarof (near Bangsar Shopping Centre)
- Jalan Damansara (on top of Bangunan Sonali)
- Jalan Damansara (next to TTDI Fire Station)
- Jalan Cheras (opposite Eko Cheras Mall)
- Lebuhraya SPRINT (near Victoria Station Bukit Damansara)
- Lebuhraya KL- Seremban (near SMART Toll)

B. SELANGOR

- Persiaran Kewajipan (near Summit Mall)
- Persiaran Surian (near Tropicana Gardens Mall)
- Lebuhraya Persekutuan (opposite Subang Jaya)
- Lebuhraya Damansara-Puchong KJ (near Kelana Jaya Medical Centre)
- Lebuhraya Damansara-Puchong DU (near Petronas TTDI Petrol Station)
- Lebuhraya Pantai Baru (opposite Sunway Pyramid)

NOTE: THE LOCATIONS LISTED ABOVE ARE SUBJECT TO CHANGE AT ANY TIME DURING THE ENTRY AND SHOWCASE PERIOD.