

**UNCOVER MALAYSIA 2017 COMPETITION
TERMS AND CONDITIONS OF ENTRY**

THE UNCOVER MALAYSIA 2017 COMPETITION IS ORGANIZED BY FOX SPORTS SDN. BHD. (THE PROMOTER).

1. By submitting an entry to the skill-based competition, Uncover Malaysia 2017 Competition (the **“Competition”**):
 - a. you acknowledge that you have read and understood these terms and conditions of entry (the **“Terms”**) which include information on how to enter, how the winner will be determined, the prize, and how personal data will be collected, retained, used and shared;
 - b. you expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
 - c. you confirm that you do not breach any law in your country of residence regarding the legality of entering the Competition.
2. The Promoter will not be responsible for any Participant (defined below) entering the Competition unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local law before entering the Competition.
3. The Promoter reserves the right, in its sole and absolute discretion, to:
 - a. amend or vary any of the Terms at any time without prior notice and by entering the Competition you agree to any such amended Terms. If the Promoter amends or varies any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted on the Competition website at <http://www.uncovermalaysia.com> (**“Microsite”**); and
 - b. terminate or disqualify any Participant’s entry for the Competition or reclaim and/or disqualify any Prize(s) (defined below) at any time if it is the sole opinion of the Promoter that there has been a breach of any of the Terms by such Participant (whether discovered during or after the end of the Competition).

Entry to the Competition

4. A **“Qualifying Entry”** means the successful submission of a completed entry by a Participant together with any other information requested. The completion and validity of the particulars of each entry shall be determined at the Promoter’s sole discretion.
5. A **“Participant”** means a person aged 18 or above on their date of entry to the Competition who is a passport holder of and/or resides in Malaysia, and who submits a Qualifying Entry during the Competition Period.
6. You may enter the Competition as many times as you wish, but limited to only once in each Competition Period (defined below).
7. Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void.
8. No purchase is necessary to enter the Competition. Employees and their immediate families of the Promoter and any related companies, sponsors and/or advertising agencies may not enter the Competition.

9. This Competition is solely skill based. Chance plays no part in determining the winner. All entries will be judged individually on their merits as chosen by the Promoter, as set out in Paragraph 13 below.

The Competition

10. The Competition is open for entry from 12.00:00 hours (Malaysia Standard Time) 17 August 2017 to 23.59:59 hours (Malaysia Standard Time) 5 September 2017 (both dates inclusive) ("**Competition Period**"). The Competition Period are subject to change at the absolute discretion of the Promoter.
11. Any entry submitted before the Competition Period or after the close of the Competition Period shall be void.
12. To participate, all Participants are required to complete the following during the Competition Period:
- a. access your personal Facebook account or your person Instagram account;
 - b. go to @UncoverMalaysia on Instagram or to your profile page on Facebook;
 - c. upload your best and original photograph(s) (each a "**Photo**", collectively the '**Photos**') that you think best represents any one or more of the following themes ('**Theme**'):
 - i. Malaysian Architecture
 - ii. Malaysia History
 - iii. Malaysian Food
 - iv. Malaysian People
 - d. Submit a reason as to why you think the Photo(s) is significant to you as a Malaysian and how it is related to the Theme(s); and
 - e. If you have uploaded your Photos on Instagram, ensure that your Instagram profile is set to "public" and also follow @NatGeoPeopleAsia and @UncoverMalaysia. If you have uploaded your Photos on Facebook, ensure that that the post with the Photo is set to 'public'.
 - f. Include the #NatGeoUncoverMY contest hashtag and tag @UncoverMalaysia on Instagram, or "National Geographic Asia" on Facebook when you post your photo.
13. Participants acknowledge that in order for their photographs to be eligible for the Contest the Photos must comply with the following conditions:
- i. The Photo(s) be taken on a mobile phone device;
 - ii. The Photo(s) must not have previously won any professional awards/prizes or be used previously in any marketing and advertising campaigns; and
 - iii. No digital manipulation of the Photo(s) are permitted except for colour correction and filters.
14. At the end of the Competition Period, one eligible participant will be selected as the Grand Prize winner by the Promoter based on the creative merits of the Photographs they have submitted ("**Winner**").

Announcement of Winner

15. The Winner will be notified individually by private message ("**PM**") via Facebook private message or Instagram Direct. The Winner will be required to acknowledge receipt of the PM by providing

such information as may be requested by the Promoter (including but not limited to full name and address) to the Promoter within seven (7) days of such notification, failing which his/her Prize will be forfeited automatically and the Promoter shall be free to deal with the Prize in any manner as it sees fit.

16. Upon confirmation of receipt of the Prize, the Winner's name and their winning Photograph(s) will be displayed on the Microsite.

Prize

17. The Winner will receive Canon branded merchandise of their choice up to a value of RM 12,000 (subject to availability) ("**Prize**") The supply and delivery of the Prize will be subject to the terms and conditions of the Canon or its licensed distributor, as the case may be.
18. The Promoter reserves the right in its sole and absolute discretion to deal with any unclaimed Prizes in any manner.
19. The Winner shall, if required by the Promoter, provide his/her original Identity Card / Passport for verification of proof of eligibility for receipt of the Prize.

Promoter's Decisions

20. The Promoter's decisions as to any matter relating to the Competition, including but not limited to any entry eligibility, the winning entry(ies) and the Winner(s), will be final and binding. No correspondence will be entered into about the Competition or the Promoter's decisions.

Publicity

21. By participating in the Competition, the Participants:
 - a. if applicable, agree to the use of their name and/or likeness, without compensation, by the Promoter and/or any party authorized by the Promoter;
 - b. if applicable, grant the Promoter and any party authorized by the Promoter an irrevocable, worldwide, perpetual, royalty-free right and licence to use any material submitted as a part of their entry into the Competition, and any footage or other material that features or otherwise includes the Winner (collectively, the "**Works**") in any manner, for any purpose the Promoter may see fit, in all forms of media now known or hereafter invented;
 - c. to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world; and
 - d. undertake not to object to any use of the Works by the Promoter or any party authorized by the Promoter.

Personal Data

22. By entering the Competition, you expressly agree to the Promoter's Data Policy set out at the end of these Terms.

Miscellaneous

23. The Prize is subject to variation at the discretion of the Promoter, and any change will be final and binding upon every Participant in the Competition.
24. The Prize will be given to the Winner as set out in the Terms. The Winner must accept the Prize in that form. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Promoter and is subject to the terms and conditions accompanying the Prize (if any). The Prize cannot be sold or bartered. There is no refund for a partially used Prize. The Promoter may at its sole and absolute discretion withdraw and/or substitute the Prize with any other item of similar value without notice and without furnishing any reason. Unless otherwise stated, the Winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prize.
25. All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in disqualification, forfeiture or withdrawal of any Prize won in the Promoter's sole discretion.
26. The Promoter shall not be liable in any way for any failure or breach by any party in connection with the Competition, and/or the acceptance and/or use of the Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Prize. The Promoter makes no warranties, representations or guarantee either expressed or implied regarding any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.
27. In all cases, the Promoter will not be held liable for the Prize if it does not reach the Winner for reasons beyond its control.
28. The Prize is subject to:
 - a. any rules and regulations pertaining to the claiming of the Prize in the country where the Winner is a resident; and
 - b. the terms and conditions of any third party supplier of the Prize.
29. The Winner may be liable for any expenses not specified on the description of the Prize.
30. Each Participant shall indemnify the Promoter, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of the Participant's breach of any of the Terms.
31. Each Participant, by entering the Competition, expressly releases the Promoter from any claim, action or demand arising out of or in connection with the Competition or the Prize, if any. In particular, each Participant acknowledges that elements of the Prize may be provided by third parties over whom the Promoter has no control, and acknowledges that the Promoter accepts no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prize.
32. The Promoter shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
33. If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Promoter

reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Promoter being liable to said party in any way.

34. In the event of any dispute arising or relating to the Competition, the Participant and the Promoter agree to use best endeavours to resolve the dispute promptly and amicably, by good faith negotiation.

General

35. By participating in this Competition, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Promoter or any private person or business, or any employee or official of any government or government related establishment or public international authority, any political party (or candidate or official), or anyone acting on the Promoter's behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this Competition or any matter covered by these Terms or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to, the United States Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 or any applicable local laws and/or regulations.
36. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.
37. The law applicable to the Terms is the law of Singapore and the courts of Singapore will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition.

PROMOTER'S DATA POLICY

Your entry into the Competition may require you to provide certain personal information (including, but not limited to, your full name, date of birth, postal address, and telephone number) (**Data**). If you do not provide your Data as requested, your entry into the Competition will be invalid and you will not be able to participate in the Competition.

This data policy describes how the Promoter will deal with your Data.

Retention of Data

1. The Promoter:
 - a. will not retain the Data longer than is necessary for the fulfilment of the purpose for which the Data was provided;
 - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and
 - c. may store and/or transfer the Data outside the country in which you reside or in which the Data was collected.

Use of Data

2. The Promoter:
 - a. may use the Data for sole purpose of conducting the completing the Competition; and
 - b. will not use the Data for any purpose other than those specified above.

Access to Data

3. You may at any time write in to :
 - a. request access to a copy of your Data;
 - b. request correction of your Data; and/or
 - c. withdraw your consent to your Data being used for particular purposes.

Contacting the Promoter

4. You must submit any request under paragraph 4 above, or any complaint relating to your Data to ficmymarketing@fox.com.