

TERMS & CONDITIONS OF “TEKA TEKAN”

TEKA TEKAN is a live gameshow created, developed and broadcasted by us at Telekom Malaysia Berhad. By participating in TEKA TEKAN, You acknowledge that you have read these terms and conditions, understand and agree to be bound by all of them including all amendments and revisions made to the terms and conditions. Don't worry, the terms and conditions are straight forward and easy to understand. If you need further clarification, you can always contact us at <https://unifi.com.my/chat/index.html>.

What are the terms and conditions? We will walk you through one by one starting with:

1. WHAT ARE THE TERMS AND CONDITIONS?

The terms and conditions of TEKA TEKAN consists of all the terms set out here and in the FAQ. So, don't forget to read the FAQ too. You can find the FAQ at this link: <http://tekatekan.unifi.com.my>. This terms and conditions is available for viewing at unifi TV Interactive channel and TEKA TEKAN Official Website.

2. WHEN AND WHERE CAN YOU WATCH TEKA TEKAN?

TEKA TEKAN is broadcasted live on HyppSensasi (Channel 116) daily at 8.30pm until 9.00pm every Monday to Friday starting from 15 January 2018. Recorded episode of TEKA TEKAN will be aired the following day after live broadcast.

3. WHO CAN PARTICIPATE?

3.1 Everyone can participate in TEKA TEKAN. However, only TM registered account holder with unifi TV subscription (Broadband or unifi subscribers with Set-Top Box) only are eligible to win a prize (“Eligible Participant”). If you have multiple accounts with us, all your individual accounts may participate daily and simultaneously. However, if more than 1 of your account are entitled to a prize, you will only be entitled to win 1 prize per day.

3.2 Non-Eligibility

if you fall into any of these categories, we are sorry, but you are not eligible to win any prizes:-

- (i) If you are a TM registered account holder who is also a permanent employee or a contract employee or an employee under SLIM program or an intern of Telekom Malaysia Berhad group of companies (including its subsidiaries, regional office and related companies). However, your family members can participate and win prizes provided they fall within the category of Eligible Participant.
- (ii) If you are a part of the production team of TEKA TEKAN;
- (iii) Your family members, if you are part of the production team of TEKA TEKAN.

4. HOW TO PARTICIPATE?

You must watch any of the live episode of TEKA TEKAN and answer all five (5) questions given during the live broadcast by pressing the “#” button followed by the coloured button on your unifi TV remote control. Further details on how to participate is available in the FAQ. Only fully completed and correct answers to all 5 questions in each live episode are eligible to win a daily prize.

5. YOUR OBLIGATIONS

5.1 Bear all charges and related cost for participating in TEKA TEKAN.

5.2 Ensure and confirm that all your details given at the time of the account registration or any updates given to us are true, correct and accurate and contactable including your telephone numbers which are still active.

- 5.3 To check and confirm with us on your eligibility as a winner before collecting the prize.
- 5.4 If you are a winner, you are fully responsible for all taxes that may be payable or taxable (if any), all costs and expenses (including meals and personal expenses, etc) (if any) for collection of the prize.
- 5.5 You will assume full liability in the case of any mishap, injury, damage, claim or accidents resulting from your participation in TEKA TEKAN and collection of the prizes.
- 5.6 If you are winner and have collected the prize and we have found that you are ineligible to be a winner due to reasons stated in para 8.1(v)(b) or 8.1(v)(c), you are obligated to return the prize or refund the amount equivalent to the prize amount to us within fourteen (14) days from the date we notify you of your disqualification failing which we may take legal action against you.

6. WINNERS

- 6.1 Winners are chosen daily for each live episode from Eligible Participants who have answered correctly all 5 questions in an episode of TEKA TEKAN.
- 6.2 The list of winners will be displayed on unifi TV Interactive Channel and TEKA TEKAN Official Website, from 10pm onwards after the end of every live episode.
- 6.3 You may still participate and eligible to win a prize in other episodes of TEKA TEKAN even if you have already won a prize.
- 6.4 Proof of participating or answering correctly to all questions in an episode via any medium or means does not entitle you to automatically win a prize.
- 6.5 Only Eligible Participants are entitled to win and we will give out the prize to the Eligible Participant even if someone else participated and answered all questions correctly using the account of Eligible Participant. For illustration, you may refer to the FAQ.
- 6.6 You are only entitled to win one (1) prize daily regardless of how many of your accounts are eligible to win a prize.

7. PRIZE

- 7.1 The prize offered for TEKA TEKAN is a cash prize of up to RM20,000.00 per episode ("Daily Prize") to be equally shared with all selected winners of that episode.
- 7.2 If there is no winner for an episode of TEKA TEKAN, the Daily Prize will be brought forward to the next episode ("Snowball Amount"). However, the Snowball Amount will be accumulated until Friday of the same week only after which the prize will reset to the Daily Prize again.
- 7.3 The prize will be given to the winners via a cross cheque. If you are a winner, you will need to collect the cheque at the time and venue as stated in the FAQ. Please refer to the FAQ before collecting your cheque.
- 7.4 All prizes are not transferable, non-refundable and non-exchangeable/redeemable for credit or rebate of any kind. The prize also excludes any accessories or items shown in any advertisements and promotional materials.
- 7.5 All prizes are subject to availability.

8. OUR RIGHTS

- 8.1 We reserve the rights and sole discretion without prior notice and has no obligation to provide any reasons to:-
 - (i) verify the information that you have provided at any time to us in any form we feel suitable or appropriate.
 - (ii) determine the actual amount that you will receive for each episode;
 - (iii) substitute the prize with other prizes of similar value;

- (iv) reject your entry.
 - (v) disqualify the winner or forfeit the prize at any time even after the list of winner are displayed on unifi TV Interactive channel and TEKA TEKAN official website up until during the collection of the prize, (a) if the winner fails to provide the required details that we requested, or (b) for failing to meet the criteria required to be a winner or (c) for violating any of these terms and conditions or (d) for failing to collect the prize within three (3) months from the date the winner's name is displayed on unifi TV Interactive Channel and on TEKA TEKAN Official Website.
 - (vi) disqualify any Eligible Participants that we determine to have been tampering with the operation of TEKA TEKAN or have been acting in breach or potential breach of these terms and conditions; or for submitting incomplete, illegible or false entries.
 - (vii) cancel, suspend, delay or extend TEKA TEKAN without giving prior notice in any form.
- 8.2 Our decision is final. We do not entertain any appeal via any means or attempts to appeal, request or any dispute on any of our decisions relating to any episode of TEKA TEKAN, any disqualification of Eligible Participant or winner or any announcement or decisions relating to TEKA TEKAN.

9. DISCLAIMER AND EXCLUSON OF LIABILITY

9.1 We will not be responsible or liable for any:

- (i) misinterpretation or misrepresentation of facts in respect of the prizes offered as published in any media, marketing or advertising materials;
- (ii) lost, misdirected, illegible, late, mutilated, corrupted or altered entries or participation.
- (iii) failure that you face, encounter or experience in order to participate in TEKA TEKAN at any time.
- (iv) loss or damage that you suffer due to your participation or non-participation in TEKA TEKAN as a result of any of our act or omission.
- (v) misuse of any prize or for any claims or liability arising from the use of the prizes
- (vi) failure to comply with our obligations where the failure is caused by something beyond our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, cyber-attack or any circumstances amounting to *force majeure*. Definition of force majeure will be as normally accepted in broadcasting industries worldwide.

9.2 We disclaim any obligations to :

- (i) indemnify you for any cost incurred for failure to collect the prize due to a change in time and venue or due to your disqualification as a winner
- (ii) replace any damaged or lost prizes during collection process.
- (iii) compensate the winners for losses suffered or cost incurred due to substitution of prize.
- (iv) compensate you for cost incurred or losses suffered directly or indirectly due to cancellation, delay, suspension or extension of TEKA TEKAN for any reasons.
- (v) compensate you for the losses suffered or cost incurred for participating or not participating or failure to participate in TEKA TEKAN whether due to our act or omission or otherwise

9.3 To the fullest extent permitted by law, we make no representations or warranties with respect to any prizes given in TEKA TEKAN, in particular, we give no warranty with respect to the merchantability, quality of the prizes or their suitability for any purposes.

10. COPYRIGHT, ANNOUNCEMENT AND CONFIDENTIALITY

- 10.1 By participating, you grant us perpetual and non-exclusive rights to broadcast your name, the last four (4) digit of your NRIC or a part of your identification number, registration address, pictures or images or to display any matter related to you for any purposes related to TEKA TEKAN including winner's notification, publicity, advertising, trade or promotional purposes in any media without further notice to you. You understand and agree that you are not entitled to claim any payment in any form, fee or compensation for the use of your images or details in relation to the above. The identification number will be as provided to us during registration of unifi TV subscription
- 10.2 You acknowledge, understand and agree that we may share your personal data (on a need to know basis only) with our partner or prize sponsor for the purposes of TEKA TEKAN. Your personal data ("Personal Data") that you have provided to us in relation to TEKA TEKAN will be kept confidential except for the purposes and activities mentioned in this terms and conditions. We will take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of your Personal Data and complies with the requirement of Personal Data Protection Act 2010

11. GOVERNING LAW AND JURISDICTION

This terms and conditions are governed by the laws of Malaysia and any dispute arising out of or relating to them are subject to the exclusive jurisdiction of the courts in Malaysia.

12. AMENDMENTS AND REVISION TO THE TERMS AND CONDITIONS

- 12.1 We reserve the rights to change, amend, delete or add to these terms and conditions on any medium and in any form without prior notice at any time.
- 12.2 By participating in TEKA TEKAN, you agree to be bound by this terms and conditions, notices, amendments and all decisions that we have made

13. DECISION IS FINAL AND BINDING

In the event of any dispute, conflict, uncertainty or ambiguity relating to these terms and conditions or any matter involving TEKA TEKAN, we will resolve the matter in our absolute and unfettered discretion and the entire decision in the matter shall be conclusive and final.

14. LANGUAGE

In the event of any discrepancy or inconsistency between the English and the Bahasa Malaysia text of this terms and conditions or the FAQ, the English text shall prevail.

15. PREVAILING TERMS

- 15.1 In the event of any discrepancy or inconsistency between the terms and conditions displayed on unifi TV Interactive channel and TEKA TEKAN Official Website, the terms and conditions displayed on TEKA TEKAN official website shall prevail.
- 15.2 In the event of any discrepancy or inconsistency between this terms and conditions and the FAQ, this terms and conditions shall prevail