

Terms & Conditions

FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway

Contest/s Organizer: Brickfields Asia College (BAC)

1. FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway is an online contest organized by Brickfields Asia College (the "Contest/s Organiser") for BAC and IACT students to enjoy tickets to the Selena Gomez Live in Concert event (details as set out below) in Clause 3.

2. By submitting an entry to the contest/s or participating in the contests, all participants ("Contestants") agree to be bound by these Terms and Conditions, which are deemed to include any further instructions provided by the Contest/s Organiser as might be set out in the contest/s website(s) and/or application(s) (if applicable). Any Contestant who fails to abide by any of these Terms and Conditions, may be disqualified at the sole discretion of the Contest/s Organiser.

Date: April 7 2017

Time: 7pm onwards

Venue: Surf Beach, Sunway Lagoon

Note: All specific details in relation to the FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway are subject to change.

4. BAC + IACT Student Giveaway mechanics:

- a. Will be as per each & various contest/s mechanics prescribed by BAC
- b. The Contestants must adhere to the mechanism of the various contests as may be notified or communicated by the Contest/s Organiser during the Contest Period.

5. Eligibility Criteria:

- a. The Contest is open to all current BAC and IACT students presently pursuing any academic course of study at BAC and IACT.
- b. Malaysian of the Age of Eligibility below possessing valid Malaysian Identity Cards.

6. Ineligibility:

- a. Employees of the Contest/s Organiser (and its affiliated and related companies) as well as representatives, employees, servants and/or agents of advertising and/or other providers to the Contest/s Organiser (and its affiliated and related companies) and their immediate family members and also their elected online web application technology providers (including their immediate family members) are NOT eligible to participate in the Contest.

7. Age of Eligibility:

- a. Subject to eligibility & ineligibility stated above the Contest/s is/are only open to Malaysians and as per Contest Mechanics eligibility which may be limited further.
- b. The Contest is open to all Malaysians who are at least 18 years of age as at 31st of December 2016.
- c. Where the Age of Eligibility permits participation of Contestants under the age of 18 years old, the Contestant must obtain the consent of his/her parent or legal guardian in order to be eligible to participate in the Contest and to receive the Prize.
- d. The Contest/s Organiser considers it the responsibility of parents and/or guardian to monitor their children's participation in this Contest.
- e. The Contest/s Organiser reserves the right to verify the eligibility of all Contestants, and to require proof of parental / guardian consent should the Contestant be determined to be under the age of 18 years as of the date of commencement of the Contest Period. The Contest/s Organiser has the absolute discretion at any time to determine

the eligibility of any Contestant and reserves the right to disqualify any Contestant without any obligation to give any reason whatsoever.

8. Contest Period:

a. The Contest Period will be as prescribed for each of the contest/s organised by the Contest/s Organiser. The Contest/s Organiser reserves the right to vary, postpone or re-schedule the Contest Period or any dates thereof at its sole discretion.

9. Entry Procedure:

a. Will be as prescribed for each of the contest/s organised by the Contest/s Organiser.

b. The Contest/s Organiser shall be entitled to request to sight the original Identity Card or the originals of other supporting documents/materials for verification purposes.

10. Entry Deadline:

a. Will be as prescribed for each of the contest/s organised by the Contest/s Organiser.

b. Entries received before the commencement of the Contest Period and after the stipulated Entry Deadline will be disqualified and ineligible for consideration for Prizes.

11. Selection of Winners:

a. Will be as prescribed for each of the contest/s organised by the Contest/s Organiser.

b. Organizer's decision will be final and no queries and/or appeals will be entertained.

12. Prize:

a. Will be as prescribed for each of the contest/s organised by the Contest/s Organiser.

b. Contestant/s who have won any prize (the "Winner") shall not sell or transfer the prize for any form of remuneration or compensation. However he/she is allowed to give away or transfer for free the Prize to anyone eligible to participate in the **FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway**

c. Organizer's decision will be final and no queries and/or appeals will be entertained.

13. Notification of the Winners:

a. Will be as prescribed for each of the contest/s organised by the Contest/s Organiser.

b. The Winners' names will be announced and published by the Contest/s Organiser on the Contest/s Organiser's website at www.music.bac.edu.my. It is the Contestant's responsibility to check online for such notification.

14. Collection Period & Venue:

a. Will be as prescribed for each of the contest/s organised by the Contest/s Organiser as per the Contest Mechanics.

b. Notification on the collection period will be put up on the Contest/s Organiser's website at www.music.bac.edu.my. It is the Contestant's responsibility to check online for such notification

c. Prizes not collected within the stipulated period will be forfeited.

15. Intellectual Property Rights:

a. Each Contestant hereby represents and warrants that it has the right and authority to enter into the Contest and to submit any attached photographs, images, text and any other information which is required in connection with their entry. Each Contestant hereby consents and assigns to Contest/s Organiser, and/or its associated, affiliated and subsidiary companies, and any/all other sponsors, advertising agencies and distributors, the right in perpetuity to use, publish and otherwise reproduce, modify and display any such photographs, images, text and any other information that is submitted by that entrant in connection with the Contest, including the Contestant's name and

likeness/image, without further notice or compensation, at Contest/s Organiser's and/or its associated, affiliated and subsidiary companies, or other relevant sponsor, advertising agency or distributor's sole discretion, including in any advertising, publicity and promotional materials and events related to the Contest, and otherwise on any of Contest/s Organiser's, and/or associated, affiliated and subsidiary company's or the relevant sponsor's, advertising agency's or distributor's website and on-air on any of the television channel(s) owned and/or operated by Contest/s Organiser, or for any other purpose whatsoever throughout the world in perpetuity.

b. Each Contestant hereby releases Contest/s Organiser, its associated, affiliated and subsidiary companies and any/all other sponsors, advertising agencies or distributors, from any and all claims that the Contestant may at any time have in connection with the use of such materials including without limitation, any and all claims for libel and/or invasion of privacy, infringement of any intellectual property or other rights.

c. Each Contestant represents and warrants that the materials submitted with their entry do not infringe any intellectual property rights (including, but not limited to, copyrights) or other rights of any third parties and each Contestant agrees to indemnify and hold harmless Contest/s Organiser and its associated, affiliated and subsidiary companies, and each of its respective sponsors, advertising agencies and distributors, against all claims, damages, liabilities, costs and expenses arising out of the use of such materials.

d. Furthermore it is a condition precedent for participation in the Contest that each winner consents to

(a) the public disclosure of his/her personal details and particulars including his/her name, image, appearance and any photographs submitted for the Contest for publicity or commercial purposes;

(b) participate in the publicity and promotional activities of Contest/s Organiser in relation to the Contest; and

(c) the use by Contest/s Organiser of any information or data provided by the winner for any future marketing efforts or other promotional purposes of Contest/s Organiser in any media, without further notice or compensation. Entry into the Contest and acceptance of the Prize shall be deemed as consent on the part of the winner for this purpose.

16. Privacy Notice:

a. Contest/s Organiser will collect each Contestant's personal information submitted when entering the Competition, as required in accordance with these Terms and Conditions. Contest/s Organiser may use this personal information to properly administer the Contest and to contact Contestants about Contest/s Organiser's products, services or promotions ("Marketing Materials"). If Contestant wants to stop receiving Marketing Materials, Contestants should follow the unsubscribe instructions contained in the Marketing Materials.

b. Contest/s Organiser will use each Contestant's personal information as explained in these Terms and Conditions and/or to properly administer and provide the Prize. Contest/s Organiser may share Winner's personal information with relevant third parties (e.g. courier companies).

c. No data sent over the Internet is entirely secure and therefore is sent is at Contestants' own risk and may be read by others. However, once Contest/s Organiser receives Contestants' personal information, Contest/s Organiser will use strict procedures to protect the security of Contestants' personal information.

d. The personal information will be sent to and stored by Contest/s Organiser and Contest/s Organiser's subcontractors in Malaysia and/or elsewhere in order to carry out the activities described in this Privacy Notice.

17. Release and Indemnity:

a. The Contest/s Organiser and any/all other sponsors and associated entities are not liable for any damage, loss, accident, injury and/or inconvenience arising in any way that may be suffered by, or caused to any Contestant and/or his/her properties arising out of their participation in the Contest or any contest-related activities or a breach of any of the Terms and Conditions set out herein.

b. In addition, the winner(s) of the Contest hereby releases and agrees to indemnify and hold harmless the Contest/s Organiser and its associated, affiliated and subsidiary companies, and each of its respective sponsors,

advertising agencies and distributors against any and all costs, liabilities, expenses, damages, demands or disputes arising out of or in connection with the Prize.

18. Additional Terms:

- a. A Contestant may enter multiple entries in the contests.
- b. However, a Contestant can only win once in each contest.
- c. Any subsequent wins (if declared) will be automatically void.
- d. A Contestant who has won prize(s) in any other contest organized by the Contest/s Organiser in the past thirty (30) days are also eligible to participate in the other Contest/s and win prizes.
- e. By participating in this Contest, Contestants hereby represent and warrant that all information submitted in connection with their entry is true, current and complete. The Contest/s Organiser may, in its sole and absolute discretion, refuse to accept any entry for any person or persons without giving any reason at any time and entrants agree that no liability shall attach to the Contest/s Organiser as a result thereof and that the exercise of such discretion shall not result in any compensation being payable or paid to any entrant.
- f. In any event, an entry shall be disqualified where: i) the Contest/s Organiser has reasonable grounds to believe the Contestant has breached any of these Terms and Conditions; or ii) it is not received by the Contest/s Organiser in accordance with these Terms and Conditions.
- g. The Contest/s Organiser's decision is final with respect to any aspect of the Contest, including, without limitation, the determination of the winners. No correspondence will be entered into with regard to any of the Contest/s Organiser's decisions.
- h. The Contest/s Organiser shall not be held liable for (i) any delay in performing or partial or total failure to perform any of its obligations to Contestants under these Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Contest/s Organiser, including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising without limitation out of or in connection with (a) the activities of third party event Contest/s Organisers; (b) any form of transportation (including but not limited to flights, trains, coaches, buses, ferries, taxis or cars); and/or (c) by third parties providing the prize or any aspect of it.
- i. The Contest/s Organiser reserves the right to amend these Terms and Conditions from time to time without prior notice and all Contestants shall be deemed to agree to abide by such amendments. It is a condition of entry that all rules are accepted as final and that the Contestants agree to abide by these Terms and Conditions.
- j. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to this Contest, these Terms and Conditions shall prevail.
- k. Each Contestant is fully responsible for ensuring that his/her participation in the Contest is lawful in accordance with the laws of his/her respective countries of residence. Neither Contest/s Organiser nor its associated, affiliated and subsidiary companies nor any of its sponsors, advertising agencies or distributors shall be taken to make any representations, express or implied, as to the lawfulness of any Contestant's participation.
- l. By entering the Contest, each Contestant further agrees that they are giving their consent to be contacted in the future to receive publicity, marketing, promotional and advertising materials from Contest/s Organiser and its affiliated companies.
- m. No information or materials from the Contest may be reproduced in any format without prior written consent from Contest/s Organiser.

n. As far as permitted by law, excluding liability for personal injury or death arising from negligence, Contest/s Organiser excludes all liability in connection with the Contest or any Prize awarded or not awarded in connection with the Contest.

o. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. All Contestants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.

p. If any provision of these Terms and Conditions proves to be illegal or unenforceable, this shall not prevent the remaining provisions which shall continue in full force and effect.

Conditions of Admission & Attendance at the FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway

A. The Contestants who have won prizes (the "Winners") agree that apart from full acceptance of the **FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway Contest/s** Organisers terms and conditions, they also accept all further terms and conditions imposed by the Organiser/s of the Event or imposed by any authorised Third party including the management of the Event at the Venue and who shall reserves the right to refuse winner of the Ticket/s admission to the Venue in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is rendered void by the action or omission of the Contestant/s.

B. The Winners also agree that upon winning the prizes, the **FIFTH HARMONY Live in Concert BAC + IACT Student Giveaway** Contest/s Organisers will be released from any further obligations and all future dealings will be with the Organiser/s of the Event or their authorised representative.

C. The Winner/s further agree to fully comply with instructions and directions given by Venue staff and stewards.

D. No refunds will be given to Ticket winners who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.