

#BakatLuarBiasaMalaysia

TERMS AND CONDITIONS

1. Participation in the ‘#BakatLuarBiasaMalaysia’ (“the Contest”) constitutes the participants’ full and unconditional agreement to and acceptance of these Terms & Conditions. MR.D.I.Y. TRADING SDN BHD (“the Organiser”) reserves the right to amend the Terms & Conditions at its sole discretion without prior notice.
2. This Contest is open to all Malaysian citizens except the employees and immediate families of the Organiser, including its affiliated and/or related companies, distributors, dealers, advertising and promotion agencies. Participants aged 17 and below must obtain parental or guardian consent in writing.
3. The Contest will run from 6 May 2024 09:00:00 to 2 June 2024 23:59:59 follows (UTC+08:00) Kuala Lumpur, Malaysia time zone (“Contest Period”).
4. Entries received outside the Contest Period shall be automatically disqualified.

Stage 1 – Entries Submission

5. Langkah-langkah untuk mengambil bahagian:
 - Step 1: Record a video showcasing the talent.
 - Step 2: Post your video on social media and use ‘#BakatLuarBiasaMalaysia plus tag @MRDIY in your social media account.
 - Step 3: Ensure that your social media account is set to public.
 - Step 4: Complete your submission through [<http://bakatluarbiasamalaysia.mrdiy.com/>] to stand a chance to win!
6. Each Participant will only win ONCE throughout the Contest Period.
7. Incomplete registrations/entries will be disqualified from the Contest.
8. Entries that do not adhere to the rules will be automatically disqualified.

9. Participants are required to have their social media account with privacy settings set to “public”. In the event the Organiser is unable to verify the entry due to incorrect account settings, the entry will be considered invalid and void.

10. To participate in the Contest, participants are required to record and post a video on their social media platforms.

11. Videos must follow social media platforms guidelines to avoid any restrictions / ban after submitting the video.

Stage 2 – Voting

12. Bagaimana untuk meneruskan ke peringkat pengundian:

(i) The Organiser’s panel of judges will select up to 30 participants that are the most talented from a list of qualified participants as the finalists.

(ii) Shortlisted entries from the organiser’s panel of judges will be verified via phone and then email, SMS or Whatsapp where a written consent will be needed before entries will be uploaded to our voting website.

(iii) The Organiser’s decision on the shortlisted entries is final and is on its absolute sole discretion. No further correspondence or appeal will be entertained. By participating in this Contest, the participants agree not to challenge and/or object to any decisions made by the Organiser in connection with the Contest.

(iv) The public with 1 registered email or social media account will get a chance to vote for 3 different entries daily for 2 weeks starting from the live date.

Stage 3 – The Winner

13. How will the winner be selected?

(i) Winners will be determined via the number of votes they received at stage 2. The entry with the highest number of votes will win the Grand Prize, 2nd highest votes will win First Prize, 3rd will win Second Prize and the next 10 highest votes will win the Consolation Prize.

PRIZES

14. The Organiser reserves the right to amend and change the Contest's winning mechanics at its sole discretion.

15. The Organiser reserves the rights to feature winners' photos and videos on all MR.DIY Group websites and social media pages.

16. The prize winners will be notified through e-mail and verified via telephone call.

17. Should the first attempt to contact the eligible winner fail, i.e. no reply, telephone number not in service or no connection, etc, another two (2) attempts will be made within the next two (2) working days of the first telephone call. Where such further attempts are unsuccessful, the Organiser reserves the right to forfeit the cash prize.

18. The Winners' announcement will be made on the MR.D.I.Y. Malaysia Facebook page [<https://www.facebook.com/mrdiy2u>] and Microsite.

19. All prizes must be claimed at winners' own expense within sixty (60) days after the date of notification of winnings. All unclaimed prizes will be forfeited by the Organiser sixty (60) days after the date of notification of winnings.

20. Failure to accept a prize by the winner once informed via MR.DIY Malaysia, the Organiser shall reserve its right to forfeit the cash prize. The Organiser shall not be held responsible if the winners do not respond within the time frame stated above, for whatsoever reason.

21. Participants are required to produce proof of identity during or prior to prize redemption for purposes of verification. The only forms of proof of identity accepted by the Organiser are a Malaysian Identity card or Driver's license. Failure to provide any proof of identity entitles the Organiser to disqualify the participant.

22. In the event of the Organiser being requested to post/courier a Prize to a Winner, the Organiser will not be held liable of non-receipt of Prize or damages caused during the delivery process. No replacement and/or exchange of Prize will be entertained.

23. The Organiser reserves the absolute right to substitute any prize with that of similar value at any time without prior notice. All prizes are not transferable, refundable or

exchangeable in any other form for whatever reason. The value of the prize is correct at the time of printing. All prizes are given on an “as is” basis.

24. Prizes are not exchangeable for cash, in part or in full. The Organiser reserves the right to substitute the prize with that of a similar value at any time.

25. Picture(s) of the prizes shown in any advertisement, promotional, publicity and other materials relating to or in connection with this Contest is/are solely for illustration purposes only and may not depict the actual colour, model or specification of the prize(s) and does not include any optional accessories.

26. Eligible Participants shall not remove their video submission at any time prior to prize fulfilment to prevent forfeiture.

27. Decision on the split of cash prize won will be based on the agreement made between the submitter and the person in the video. The organizer shall hold no responsibility on how the prize will be split between the participants.

CONSENT FOR PARTICIPATION OF NON-PARTICIPANTS

28. Consent for Featured Individuals

- If any individuals other than the participant are featured in the contest submission, namely the video, the participant must obtain explicit written consent from each featured individual prior to submitting their entry. This consent must include permission for the use of the individual’s likeness, voice, and any other applicable personal attributes in the contest as well as in any related advertising, marketing, or promotional activities conducted by MR.D.I.Y. TRADING SDN BHD. The participant is required to provide a copy of such written consent(s) to the Organiser upon request.
- The consent form should clearly state that the featured individual understands and agrees to the terms under which their likeness and other personal attributes will be used in the context of the contest and any subsequent promotional activities by the Organiser.
- Failure to provide required consent forms for all featured individuals when requested by the Organiser may result in the disqualification of the participant’s entry and potential forfeiture of any prizes won.

USE OF PERSONAL DATA

All Participants to the Contest shall be deemed have given consent to the Organiser to disclose, share or collect their Personal Data to the Organiser's business partner and associates. The Organiser shall always put it as priority to secure the Personal Data of the Participants in relation to their participation in the Contest. The Participants also acknowledge that they have read, understood and accepted all the terms and conditions as stipulated under the Organiser's Privacy Policy at <https://www.mrdiy.com/privacy-policy>. OWNERSHIP / USE RIGHTS

29. The Participants hereby grant to the Organiser the right to use on any photos, information and/or any other material received by the Organiser from the Participants during the Contest (including but not limited to the Participants' name, email addresses, contact numbers, photo and etc.) for advertising, marketing and communication purposes without compensation to the Participant, his or her successors or assigns, or any other entity.

30. The Organiser reserves all their exclusive right whether to reject, amend, vary or correct on any entries on which the Organiser deemed incorrect, incomplete, suspicious, invalid or where the Organiser has reasonable ground to believe it is against the law, public policy or involved fraud.

31. The Participants agrees and consent to comply with all the policy, rules and regulation as which may be prescribed by the Organiser from time to time and shall not knowingly or negligently damage or cause any form of interruption to the Contest and/or prevent others from entering the Contest, failing which the Organiser shall be allowed at their absolute discretion to disqualify or bar the Participant from participating in the Contest or any contest in the future as which may be launched or announced by the Organiser.

32. The Organiser and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for: -

I. any disruption, network congestion, malicious virus attacks, unauthorized data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network

II. any telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;

III. any late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to e-mails;

IV. any failure, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed on the computer transmissions;

V. any condition caused by events beyond the control of the Organiser that may cause the Contest to be disrupted or corrupted;

VI. any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the Prize, or from participation in the Contest;

VII. any printing or typographical errors in any materials associated with the Contest.

33. The Organiser and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties and representatives, whether expressly or impliedly, in fact or in law, relative to the use or enjoyment of the Prize, including but without limitation to their quality, merchantability or fitness for a particular purpose.

34. Winners will be required to sign and return a release of liability (if any), declaration of eligibility (if any), and where lawful, publicity consent agreement (if any), from the Organiser. By participating in the Contest, winners agree to grant the Organiser and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/ promotion agencies the use of data collected through the Contest website, likeness, biographical data and statements for purposes, including, without limitation, advertising, trade, or promotion, in perpetuity, in any and all media now known or hereafter devised, without compensation, unless prohibited by law.

35. The Organiser reserves the right to end, terminate or postpone the Contest from time to time or even to vary, amend or extend the Contest Period at its own and absolute discretion.

36. All costs, fees and/or expenses incurred and/or to be incurred by the Winners in relation to the Contest and/or to claim the Prize(s), which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs shall be at sole responsibility of the Winners.

ADDITIONAL TERMS AND CONDITIONS

37. Unless otherwise stated, the Organiser retains all proprietary rights to the intellectual property (including but not limited to trademarks and copyrights) used for this Contest and owns the copyright to all contents within

38. The Organiser and its affiliates will not be liable for any loss, damage, injury, or any other claims, whether direct, indirect, incidental, punitive, or consequential, arising from participation in the contest or acceptance, possession, use, or misuse of any prize awarded hereunder, including without limitation, personal injury, death, and property damage.

39. The Organiser reserves the right to amend these Terms and Conditions at any time. Any amendments will be effectively immediately upon the posting of the modified Terms and Conditions on the contest website. Participants are encouraged to review the Terms and Conditions periodically during the contest period to ensure they are aware of any changes.

40. The Organiser reserves the right to cancel, terminate, modify, or suspend the contest in the event of any unforeseen circumstances outside its reasonable control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the contest. In such an event, participants will be notified via email or through a public announcement.

41. This contest and terms and conditions are governed under the Malaysian laws.