# Merdeka Lyrics Competition - Bersama Satu Suara

## **TERMS AND CONDITIONS**

- 1. Participation in the 'Bersama Satu Suara Lyrics Writing Contest' ("the Contest") constitutes the participant's full and unconditional agreement to and acceptance of these Terms & Conditions. MR.D.I.Y. GROUP (M) BERHAD ("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 above 15 years of age (as of 20 May 2024) except the employees and immediate families of the Organiser, including its affiliated and/or related companies, distributors, dealers, advertising and promotion agencies. Contestants between the age of 15 years up to below the age of 18 years old must seek parental or guardian consent.
- 3. The Contest will run from 20 May 2024 00:00:00 to 2 June 2024 23:59:59 following (UTC+08:00) Kuala Lumpur, Malaysia time zone ("Contest Period").
- 4. Entries received outside the Contest Period shall be automatically disqualified.

## **HOW TO PARTICIPATE**

Steps to participate in the Contest:

# Step 1: Write

Write a full set of lyrics for MR DIY's Merdeka song. The theme of the song is "Bersama Satu Suara". Below is a template for writing the lyrics. However, it is not an absolute must to follow exactly. It can be changed as seen fit with the music demo being the key referral.

# MR.DIY Lyrics Template:

XXXXXXX XXXXXXX

XXXX XXXX XXXXXX XXXXXX XXXXX XXXXXX

XXXX XXXX XXXXXX

#### Chorus

XXXXXXX XXXXXXX

(Suggestion: Bersama Satu Suara)

XXXXXXX XXXXXXX

XXXXXXX XXXXXXX

XXX XXXX XXXX XXXX (Optional)

XXXX XXXX XXXXXX XXXXXX XXXXX XXXXXX

XXXX XXXX XXXXXX



XXX XXXX XXXX XXXX (Optional)

# Step 2: Submit

Send your submission through our Google Form [https://forms.gle/KPg5nnRR8rE9eEwh9] to stand a chance to win!

## **REMARKS**

1. Participants are required to fill in the template by phoneme basis. Each "X" represents 1 phoneme sound in a word.

## For example:

- Malay "Merdeka" has 3 phoneme ( Mer /de /ka )
- English "Coffee" has 2 phoneme ( Cof / fee )
- Chinese "国庆" has 2 phoneme (国 / 庆)
- 2. Participants are required to fill in a FULL SET of lyrics (Total 20 sentences) based on the template.
- 3. The template (as shown in no 1. under "HOW TO PARTICIPATE" section) is for reference only. Participants are allowed to make changes (add/reduce the number of phoneme) to the template. Accuracy of the lyrics will be based on the demo audio.
- 4. The song used in the contest is a demo version only.
- 5. There are no restrictions on the language, dialect, style, and form of lyrics. It can be multi-lingual.
- 6. Language Usage: Participants must ensure that their lyrics do not contain any foul, offensive, or improper language. The entries must uphold a standard of decency and must not include slanderous, obscene, or provocative content that could potentially offend cultural, religious, or public morals. Submissions found to violate these guidelines will be automatically disqualified from the contest. This rule is enforced to maintain the integrity and positive nature of the competition, ensuring that all entries contribute constructively to the theme and spirit of the event.
- 7. The theme of the entries must be healthy, and the content must not violate current laws and regulations; it must not contain any content that infringes upon the legitimate rights and interests of third parties, including but not limited to copyright, trademark rights, portrait rights, reputation rights, privacy rights, etc.; it must not contain sales, commercial promotion, etc. Direct or indirect commercial purposes.
- 8. The works must be original and non-commercial musical works, and follow the submission requirements.
- 9. The creators and entries must not have any form of brokerage contract, songwriting contract or any similar or identical contractual relationship with any brokerage company, record company or similar media company. Unless creators agree to unconditionally license the lyrics of this song to the organiser for any commercial and promotional purposes.

- 10. Submitted lyrics will and can be used by the organizer without any copyright issues and will be royalty free. The only form of fees the winners will be receiving from the organizer will be the cash prize as indicated below.
- 11. Each Participant will only win ONCE throughout the Contest Period.
- 12. Incomplete registrations/entries will be disqualified from the Contest.
- 13. Entries that do not adhere to the rules will be automatically disgualified.
- 14. Liability for Non-Compliance: Participants are solely responsible for ensuring that their entries comply with all applicable laws, including intellectual property rights and decency standards regarding language use. By submitting an entry, participants agree to indemnify and hold harmless the Organiser from any claims, damages, liabilities, costs, and expenses arising from any breach of these terms. This includes violations related to unauthorized use of copyrighted or trademarked content and submissions that include foul, offensive, or improper language. Failure to adhere to these rules may result in disgualification and potential legal action.

#### **WINNERS & PRIZES**

- 1. How to Win:
- (i) The Organiser will select nine (9) participants who fulfilled the winning criterias (as listed in no 3. under 'WINNERS & PRIZES' section) from the qualified participants as a finalist by its panel of judges. The Organiser's panel of judges shall then determine and select the First Prize Winner, Second Prize Winner, Third Prize Winner and/or the Consolation Prize Winners from those nine (9) finalist participants.
- (ii) The Organiser's decision on the winners list 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.

# 2. Prizes:

I. First Prize	x 1	: RM10,000 Cash
II. Second Prize	x 1	: RM5,000 Cash
III. Third Prize	x 1	: RM2,000 Cash
IV. Consolation Prizes	x 6	: RM500 Cash

- 3. Winner Selection Criteria:
  - (i) Words composition of the lyrics is smooth and easy to sing
  - (ii) Words composition of the lyrics is simple yet meaningful
  - (iii) Relevancy of the lyrics to the theme
- 4. The Organiser reserves the right to amend and change the Contest's winning mechanics at its sole discretion.
- 5. The Organiser reserves the rights to feature winners' photos, videos and lyrics on all MR.DIY Group websites and social media pages.

- 6. The prize winners will be notified through e-mail and verified via e-mail/telephone call.
- 7. 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 disqualify the eligible winner and thereafter select the next eligible winner as a replacement.
- 8. The Winners' announcement will be made on the MR.D.I.Y. Malaysia social media page, including Facebook page [https://www.facebook.com/mrdiy2u], Instagram page [https://www.instagram.com/mrdiy2u/], Tik Tok page [https://www.tiktok.com/@mrdiy.malaysia]
- 9. 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.
- 10. Failure to accept a prize by the winner once informed via MR.DIY Malaysia, the Organiser shall reserves its right to award the prize to another winner. The Organiser shall not be held responsible if the winners do not respond within the time frame stated above, for whatsoever reason.
- 11. The participant is 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. A failure to provide any proof of identity entitles the Organiser to disgualify the winner.
- 12. 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.
- 13. 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.
- 14. Prizes are not exchangeable, in part or in full. The Organiser reserves the right to substitute the prize with that of a similar value at any time.
- 15. 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.

#### **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 Date 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 <a href="https://www.mrdiy.com/privacy-policy">https://www.mrdiy.com/privacy-policy</a>.

### OWNERSHIP / USE RIGHTS

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.

- 7. 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.
- 8. 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.

# INTELLECTUAL PROPERTY

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.