

Terms and Conditions Miss Grand Malaysia

1. The "HyperLive Festival Malaysia – Miss Grand Malaysia" (the "Event") is organized and produced by HyperLive Entertainment Sdn Bhd ("HL"). These Terms and Conditions shall apply to all stages of the Event. The Event will include but not be limited to:
 - (a) the registration process in respect of the Event;
 - (b) the filming, recording and broadcasting of any Event programmes (collectively, the "Programme"); and
 - (c) promotional and publicity activities for the Event.

2. By submitting her application and registering for the Event, each participant (the "Participant") accepts to be bound by these Terms and Conditions and by all Event rules and guidelines which maybe prescribed and/or modified by HL from time to time (the "Rules and Guidelines"). HL reserves the right to amend or vary any of these Terms and Conditions or the Rules and Guidelines without prior notice to any Participant.

3. **Eligibility**

Full-time employees of HL or its parent or subsidiary companies and their respective immediate family members are not eligible to participate in the Event. As a condition to entry and participation in the Event, each Participant represents and warrants that he is not prohibited from participating in the Event, and the broadcast, promotion, sponsorship or distribution thereof and/or fulfilling his obligations under these terms and conditions.

The Event is open to single female Malaysians, non-muslims, between ages 18 till 29. The Participant *must be single and has never been married or has been through* any marriage ceremony (valid or invalid, and/or civil, religious or tribal ceremonies) in any part of the world. The Participant must also never have had a child and should the Participant win, she must remain unmarried during her reign as a titleholder. The Participant confirms that she has no record of charges or convictions in any court of law in Malaysia or any country.

4. **Entries**

- (a) To register for the Event, Participants shall be required to submit the official registration form (an "Entry") to HL. Participants shall make full and honest disclosure of particulars as requested in the registration form. The Participant understands that any false particulars or wilful suppression of material facts will render the Participant liable for disqualification. All details submitted in the application form shall be deemed to be current. In the event of any change of such details, the Participant shall notify HL immediately.
- (b) HL may, at its sole and absolute discretion and without notice to participants delete part or all of the Entries or other information that:
 - (i) contains content that are intended to harm any third parties or HL, or content of a lewd, violent and/or malicious nature;
 - (ii) HL determines as an infringement or potential infringement of intellectual properties or other third party rights;
 - (iii) contains personal data as defined under the Personal Data Protection Act;
 - (iv) contains potentially harmful content, including unauthorized computer programmes or viruses;
 - (v) violates or potentially violates any applicable laws;
 - (vi) must be removed pursuant to any laws, regulations, government advisories or orders; or
 - (vii) HL considers to be inappropriate and/or unsuitable for the Event.
- (c) As a condition to participating in this Event, each Participant warrants and undertakes that:
 - (i) she is the sole owner of all intellectual property rights (including copyright) and other proprietary rights in the Entries submitted and that the Entries do not infringe upon

or violate any proprietary rights including without limitation, copyright, the right of privacy or publicity, nor constitute defamation against, nor violate any common law rights or any other rights of any person, firm or corporation; and

- (ii) she grants HL a perpetual royalty-free and transferable right to use, reproduce, publish, display, print, edit or distribute the Entries (or any part thereof) on all media and platforms worldwide.
6. Unless otherwise stated by HL, each Participant shall be responsible for her own expenses incurred by her during or in connection with the Event and no reimbursement may be sought from HL. If the Participant emerges as the grand prize winner of the Event, she shall be responsible for her own expenses incurred by her in her preparation and participation in the international grand finals and no reimbursement may be sought from HL. HL shall not be responsible to provide materials for the grand prize winner's preparation to represent Malaysia in the international grand final. It is the sole responsibility of the representative to ensure all necessary materials are obtained and prepared.
7. By registering for the Event, the Participant agrees to make herself available to participate in the Event and recording thereof at the times and locations required by HL.
8. The Participant shall not (a) withdraw from the Event; and/or (b) amend any details in an Entry after submission, except with the express written consent of HL and she shall compensate HL for all sponsored air tickets and expenses or losses incurred or to be incurred in relation to her withdrawal.
9. The Participant acknowledges and agrees that she may be audio or video taped and photographed while participating in any part of the Event, whether or not the Participant is aware that he is being taped, recorded or photographed (collectively, the "Recordings") and that such Recordings may be disseminated on any and all media and platforms worldwide now known or hereafter devised, in any and all manner throughout the world in perpetuity. The Participant hereby irrevocably assigns to HL (including present assignment of future copyright) the entire copyright and all other rights of whatsoever nature in and to his contributions to the Event, including but not limited to performances, appearances and interviews, such that HL shall be entitled to edit, use and exploit and license others to use and exploit such contributions by all means and in all media and formats whether now known or hereafter invented worldwide for the full period of copyright including any extensions and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore, the Participant irrevocably grants all consents and waivers as may be required under the Copyright Act (as may be amended from time to time) (the "Act") or any similar laws of any jurisdiction to enable HL to make fullest use of the Recordings or any part thereof without restriction. For the avoidance of doubt, HL may edit, adapt, translate or remove any part of the Participant's performance and/or contribution.
10. The Participant hereby waives irrevocably in respect of her contribution to the Event and Programme any and all "moral rights" which Participant may have now or in the future including but without limitation any of her rights under the Act or any similar laws of any jurisdiction and acknowledge HL's right to use her name, likeness and voice and any biological details, photographs and recordings of him separately from or in conjunction with the Event or the sponsorship thereof in all media and formats now known or hereafter invented worldwide including but not by way of limitation on Event – related websites or other online media and in advertising, publicity, sponsorship and exploitation and material.
11. Without prejudice to clause 8, the Participant acknowledges that HL is not under any obligation to record her contribution to the Event or include her in the broadcast version thereof.
12. Non-compliance with any of the Terms and Conditions by the Participant shall immediately disqualify the Participant from further participation at any stage of the Event, and any cash and prizes won shall be forfeited and returned.

13. HL reserves the right to substitute, add to or alter any item on the list of prizes offered. All prizes won by the Participant in the Event shall not be transferable nor exchangeable for cash or otherwise. HL, as producer, does not undertake any responsibility to ensure that prizes will be delivered to any prize winner or that the prizes are free from any defect. No agreement shall arise or be constituted, and no liability will be incurred by HL or by its officers and/or agents by reason of the Participant's participation in the Event or by reason of anything done or omitted to be done by the Participant as a result of or on account of the Event. HL shall not be liable or responsible for losses (of any nature whatsoever) in connection with the prizes.
14. The winner of Miss Grand Malaysia will be awarded cash prizes totalling RM12,000. The prize will be distributed as RM1,000 per month over 12 months. The first payment will be paid within 30 days of being crowned, with subsequent payments made during the first week of each following month. The winner must meet all monthly obligations outlined in these Terms and Conditions to receive each payment. The winner and selected finalists will be offered talent management contracts with HL or its partners. It is important to acknowledge that HL retains full rights to select any representative of Malaysia to participate in the Miss Grand International Final and the representative of Malaysia must be able to fulfil all terms and conditions of the contestant agreement provided by Miss Grand International Organization. The representative of Malaysia assumes full responsibility for covering all expenses related to providing the necessary materials for the international competition and agrees not to seek reimbursement from HL. For this representative, HL will provide basic economy class return air tickets of any airline chosen at HL's discretion, for the winner to participate in the Miss Grand International Final. Please note that travel insurance, travel visa and any other additional costs of travelling will not be included, and the baggage allowance will be limited to 30kg. If the representative chooses an alternate flight, she will be fully responsible for all associated costs. HL will not provide any reimbursement or subsidy for such expenses.
15. The Participant acknowledges and agrees that the receipt and redemption of any prizes offered shall be subject to the Participant complying with terms and conditions imposed by HL in relation to the prizes. In the event that the winner of any prize, for any reason, fails to comply with such terms and conditions, any prizes won shall be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that forfeited prize (or any part thereof).
16. During the term of the reign, prior to handing over the crown, the grand prize winner is prohibited from promoting any other pageant brands, unless explicit written permission is obtained from HL. This prohibition includes activities such as serving as a judge or host for other pageants, making guest appearances for other pageants, assuming roles as staff or management for other pageants, and acting as a License Holder or National Director for any other pageants.
17. Any title holder who participates as a contestant or investor in another pageant will automatically forfeit her title, unless prior written permission is obtained.
18. HL's decision at all stages of the Event (including without limitation the selection and number of judges and judging criteria) is final. No enquiries, appeals, verbal or written, shall be entertained. The Participant shall accept and abide by any and all decisions made by HL and/or the judges concerning, including without limitation, the Terms and Conditions, interviews with Participants, the award of prizes, and any other matters relating to the Event.
19. The chosen title holders including the winner, runners up and subsidiary title winners shall enter into an exclusive *Artiste Management Agreement* with HL (the key terms set out in Schedule 1 of this Agreement) during their reign from the date and night of the Coronation Night to 15 months or until the next contest is held in the following year. A separate talent management contract will be issued and signed upon winning the title.
20. Should the Participant be awarded a prize or subsidiary title by a sponsor, the Participant agrees to perform the professional responsibilities as the sponsor's brand ambassador for a period of one year with at least two publicity appearances. The sponsor may use, re-use, video, images, publish and republish photography portraits or pictures of the Participant or in

which she may be included, in whole or part. The Participant consents to the use of any printed matter and all video or film footages in conjunction therewith. The Participant agrees that the footing or film images of herself may be used for television, cable, Internet, etc.

21. The Participant shall not, without the prior written consent of HL, speak to the press or other media nor give any interviews or comments relating to the Event, the Participant herself or other Participants nor disclose any information whatsoever relating to the Event and/or HL. Without prejudice to the generality of the foregoing, the Participant undertakes not to disclose any information relating to the Event, or any other information relating to the Programme, in any form or manner, without the express written permission of HL.
22. The Participant must be of good moral character and declares that she has not engaged in any activities which, if disclosed to the public, would bring herself, the organizer, the main presenter, the partners, employees, directors, agents, volunteers, staff, sponsors, or related companies into disrepute, ridicule, or contempt including but not limited to, any type of use of illegal drugs, any other illegal behaviour or activity, any felony conviction, probation or misdemeanour involving moral turpitude. This also includes nude, lewd or lascivious media. This includes postings on social media. Participant understands that it is her responsibility to inform the organizer of any activity she has engaged in that may have violated the above. Failure to disclose this information may result in disqualification and relinquishment of her title.
23. The Participant agrees that if she maintains or is involved in electronic networking sites such as websites, Twitter, Facebook, Instagram, TikTok, blogs, message boards etc, she will present a positive image which will not contain behaviour such as negative postings, inappropriate photos or inappropriate language. Any Participant found publicly posting slanderous remarks on public forums will be immediately disqualified and legal action will be taken. This also includes any form of social media. The Participant shall be obligated to remove any personal social media post related to HyperLive Festival, Miss World, Mr World, Miss Grand, Miss Supranational or Mister Supranational, immediately upon request by HL, without any reason required to be given. Failure to remove the post within three (3) days upon request by HL will lead to immediate disqualification of the Participant.
24. All Participants shall not be permitted to take photographs at all official events without prior consent of HL.
25. All Participants shall not be permitted to promote any personal sponsors or brands not related to HyperLive Festival Malaysia or Miss Grand Malaysia during the entire period of the Event without the prior written consent of HL.
26. The grand prize winner of the Event is prohibited from promoting any personal sponsors or brands unrelated to HyperLive Festival Malaysia or Miss Grand Malaysia, from the time of winning until the conclusion of her reign as Miss Grand Malaysia, unless explicit written consent is obtained from HL.
27. All Participants shall not be affiliated with any other talent management companies, pageant organizers or pageant coaches during the participation in the Event or within one year after winning the Event. The grand prize winner of the Event shall be prohibited from acknowledging any other individuals as her talent managers, agents or coaches. In the event that the Participant intends to collaborate with external parties, written permission from HL is mandatory.
28. Without the consent of HL, no Participant shall at any time during the Event commercially exploit or aid the commercial exploitation of her participation in the Event in any way whatsoever.
29. The Participant agrees that her contributions to the Event will not infringe the rights (including copyrights) of or defame or embarrass any person, firm or company (including HL and/or its affiliates).

30. In the event of any dispute concerning the operation of any element of the Event (including the Terms and Conditions and Rules and Guidelines), the decision of HL is final.
31. The Participant acknowledges and agrees that the copyright and all intellectual property rights relating to the Event vests in HL. No fees, royalties, residuals or other consideration will be payable to the Participant in respect of participation in the Programme, in any special or additional episodes of the Programme, any broadcast, subsequent rebroadcast or retransmission or any other use by HL (or any assignees or licensees) of the Programme or any part thereof in any manner or media now known or hereafter invented.
32. HL shall be under no liability whatsoever in respect of any loss, damage or injury sustained by any Participant at any stage of the Event, unless such loss, damage or injury is caused by HL's negligence.
33. HL reserves the right to change the structure of the Event as it deems fit including without limitation changing the date, time and venue of Event, judging criteria and/or the details of any prizes, where applicable.
34. HL may in its absolute discretion disqualify the Participant if the Participant:
 - (a) fails to comply with any of these Terms and Conditions, or any other regulations and laws currently in force;
 - (b) fails to behave appropriately when taking part in the Event;
 - (c) commits any illegal or immoral act or conducts herself in such a manner which in the sole opinion of HL brings or tends to bring himself, the Event, the sponsors of the Event or HL into disrepute, ridicule or contempt; and
 - (d) becomes mentally, physically or otherwise incapacitated which in the sole opinion of HL renders her incapable of performing her obligations hereunder.
35. A disqualified Participant shall immediately stop in any further participation of the Event. Any cash and prizes won shall be forfeited and returned. The Participant who has been disqualified will be held responsible for the cost of her sponsored air tickets.
36. Notwithstanding the disqualification of any Participant howsoever, HL remains entitled to all rights assigned and granted by the Participant to HL under this Agreement.
37. HL will have no liability to a Participant who is (a) disqualified or (b) unable to attend or take part in the Event for whatever reason and thereby disqualified by HL. HL may replace any such Participant at any time during the Event.
38. The Participant acknowledges and agrees that HL has the sole and absolute discretion to impose additional terms and conditions at any stage of the Event and each Participant's continued participation in the Participant shall be subject to the Participant adhering to such terms and conditions.
39. The Participant acknowledges and agrees that if she is awarded any of the top three (3) prizes in relation to the Event, the Participant shall enter into an exclusive *Artiste Management Agreement* with HL (the key terms set out in Schedule 1 of this Agreement). The Participant's refusal, failure or neglect to execute the *Artiste Management Agreement* shall be taken to be a material breach of the Agreement, in which case any cash and prizes won by the said Participant shall be forfeited and returned.
40. HL shall not obligated to send the winner to the Miss Grand International Final. HL holds complete discretion to select and nominate any individual to represent Malaysia in the international Grand Final.
41. Should any title holder make negative or derogatory remarks about HL, its partners or the Event in any manner, HL maintains the unequivocal right to rescind the title holder's position and designate an alternate representative to represent Malaysia.

42. The Participant shall indemnify and keep HL and its officers, agents and employees (the "Indemnified Parties") fully indemnified against any and all loss, damage, claims and costs (including legal costs on a full indemnity basis) suffered and/or incurred by any of the Indemnified Parties as a result of the Participant's breach of any of these Terms and Conditions and/or failure to fulfill her obligations hereunder.
43. The Participant's personal data will be collected, used, disclosed and/or processed by HL for the following purposes:
- (a) for the purposes of the Event;
 - (b) for verification and record of personal particulars including comparing it with information from other sources and using the information to communicate with the Participant;
 - (c) for research and analysis, including surveys and polls;
 - (d) to send Participants notices, information, promotions and updates including marketing and advertising materials in relation to HL's goods and services and those of third party organisations selected by HL; and
 - (e) to comply with any request from any third party or any order of court or directive from authorities investigating any alleged offence or misconduct or for the purposes of taking legal action against a Participant.

By agreeing to these Terms and Conditions, you:

- (a) consent to HL collecting, using, disclosing and/or processing your personal data for the purposes as described in the clause above; and
- (b) consent to HL transferring your personal data to HL's third party service providers or agents for the purposes as described in the clause above.

If you have any questions relating to HL's collection, use and disclosure of your personal data, please contact HL's Data Protection Officer at hello@hyperlive.tv. The words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

44. The Participant acknowledges and agrees that if HL is rendered unable to carry out the whole or any part of its obligations hereunder for any reason beyond the control of HL including but not limited to decrees or restraints by governmental authorities, outbreak of infectious diseases/viruses (including any lock-downs or equivalent imposed by any government agencies owing to Covid'19 outbreak), acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder by HL as they are affected by such events shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable dispatch.
45. Participants are strictly prohibited from contacting the Miss Grand International Organization for inquiries regarding license details, applying to become a licensee, or seeking the role of a National Director.
46. All terms and conditions outlined in this agreement shall be treated as confidential, and Participants are strictly prohibited from disclosing these details to the public or posting any part of the agreement on social media platforms.
47. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.