**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 she 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, aged between ages 18 till 35. The Participant must be single and has never been married or undergone any marriage ceremony (whether valid or invalid, and/or civil, religious or tribal) 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 she has no criminal charges or convictions in any court of law in Malaysia or elsewhere.

4. Entries

(a) To register for the Event, Participants shall be required to submit the official registration form (an “Entry”) to HL. Participants must provide full and honest disclosure of all requested particulars 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.

5. Unless otherwise stated in writing by HL, each Participant shall be solely responsible for all costs and expenses incurred by her in relation to or in connection with the Event. No claims for reimbursement shall be made against HL.

In the event that a Participant is declared the Grand Prize Winner of the Event, she agrees to work exclusively with the team appointed by HL for all matters relating to her preparation, including but not limited to the production of her self-introduction video, talent performance video, training sessions, and wardrobe selection. The Grand Prize Winner shall not acknowledge or collaborate with any sponsors or third parties unless such sponsors have been expressly approved in writing by HL. Any deviation from these obligations or approved arrangements must receive prior written consent from HL.

Should the Grand Prize Winner receive written permission from HL to engage external parties of her own choosing, she expressly agrees to forfeit all support and assistance provided by HL in relation to her preparation. In such circumstances, the Grand Prize Winner shall be solely responsible for all costs and arrangements incurred in connection with her preparation and participation in the international grand final. No reimbursement or support of any kind shall be expected or provided by HL. Furthermore, HL shall not be obligated to supply any materials, services, or financial support for the Grand Prize Winner’s participation in the international grand final. It is the sole responsibility of the Grand Prize Winner to obtain, fund, and prepare all materials necessary for her representation, including but not limited to travel arrangements, attire, documentation, and visa applications, where applicable.

6. By registering for the Event, the Participant agrees to make herself available to participate in the Event and recording thereof at such times and locations required by HL.

7. 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. The Participant shall compensate HL for all expenses or losses incurred or to be incurred due to such withdrawal.

8. 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 and future assignment of 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.

9. 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 her 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.

1. All photographs, videos, or other media content captured by the Participant or any third party that feature the Participant wearing the official crown and/or sash of Miss Grand Malaysia, or bearing the brand, trademark, or logo of Miss Grand Malaysia or Miss Grand International, shall be the exclusive property of HL. The Participant acknowledges and agrees that any such content, regardless of who captured it, shall not be published, distributed, or used in any form, whether for personal, commercial, or promotional purposes, without the prior written consent of HL. Any unauthorized use or publication shall constitute a breach of this Agreement and may result in legal action.

11. Without prejudice to clause 7, 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 result in immediate disqualification from the Event at any stage, 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 winners or that the prizes are free from defects. 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 prize totalling RM3,000. The prize will be distributed as RM250 per month over 12 months. The first payment will be paid within 60 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 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 Grand Prize Winner, 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 shall be limited to 40kg. Any additional expenses beyond those covered by HL shall be the sole responsibility of the representative. 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. In the event that the representative fails to board the flight arranged and purchased by HL for any reason, she shall be fully responsible for reimbursing HL the full cost of the unused flight. Furthermore, she shall bear the sole responsibility for securing and funding an alternative flight at her own expense.

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 or appeals, whether 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. All titleholders, including the Winner, Runners-up, and Subsidiary Title Winners, shall automatically enter into an exclusive talent management agreement with HL for a fixed term of three (3) years, commencing from the date of the Event Grand Finals. This agreement shall be binding and enforceable without further action or execution by the titleholder. Participants who do not receive any title shall remain under consideration by HL for potential representation for a period of sixty (60) days following the Event Grand Finals. Thereafter, unless otherwise agreed in writing, any rights or obligations between HL and such participants shall cease without further notice.

20.  Should the Participant be awarded a prize or subsidiary title by an official sponsor, the Participant agrees to serve as the sponsor’s brand ambassador for a period of one (1) year. As part of this obligation, the Participant shall make a minimum of two (2) publicity appearances and publish at least two (2) social media posts promoting the sponsor’s brand. These deliverables shall be rendered without the expectation of any additional fees or compensation. The sponsor may use, re-use videos, 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 footages 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 and 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 Grand International, Miss Supranational or Mister Supranational, Miss World, Mr World or Miss Earth, immediately upon request by HL, without any reason having to be given. Failure to remove the post within two (2) 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 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 her crowning until the expiration or termination of her contractual term, 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 until the expiration or termination of the contractual term 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 the 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 by registering for the Event and upon being selected as a finalist, she shall automatically enter into an exclusive talent management agreement with HL, the key terms of which are set out in Schedule 1 of this Agreement. No further signing of the talent management agreement shall be required for it to become binding and enforceable. Any refusal, failure, or neglect by the Participant to honour the terms of the talent management agreement shall constitute a material breach of this Agreement. In such an event, the Participant shall forfeit all cash prizes, titles, and other rewards, and shall return any such prizes already received upon written demand from HL.

40. HL shall not obligated to send the winner to the Miss Grand International Finals. HL holds complete discretion to select and nominate any individual to represent Malaysia in the international Grand Final.

41. If any Participant makes negative, false, or derogatory remarks, whether verbally, in writing, or through any form of media, about HL, its partners, affiliates, or the Event, HL reserves the right to take appropriate action, including but not limited to legal proceedings, to protect its reputation and brand integrity. Any form of defamation, slander, or libel, whether direct or implied, shall not be condoned and will be addressed through all available legal avenues. In the event the Participant is a titleholder, HL shall have the unequivocal right to revoke her title and appoint an alternate representative to represent Malaysia, at its sole discretion.

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.

**Schedule-1**

**Obligations of Finalists and Titleholders**

**1. General Obligations of Finalists**

1.1 Upon signing the registration form and being selected as a Finalist, each Participant shall be automatically bound by an exclusive talent management agreement with HyperLive Entertainment (“the Company”) and SunStrong Entertainment Sdn. Bhd. for a period determined by her eventual ranking, as outlined below. This agreement takes immediate effect upon finalist selection.

1.2 Finalists shall be categorized and subject to the following terms based on their results at the Grand Finals:

**1.2.1 Grand Prize Winner**

Shall be exclusively contracted as a talent, influencer, model and/or artiste for a period of thirty-six (36) months, automatically renewable for subsequent 36-month terms unless either party gives written notice of non-renewal at least one (1) month prior to the end of the then-current term. The Grand Winner is also obliged to represent Malaysia at the International Finals (Miss Grand International) if selected by HL. This obligation is a condition of participation.

If the Grand Winner refuses to represent Malaysia at the International Finals for any reason, she shall be considered in **default** and must:

* + - Compensate the Company a sum of **RM50,000**;
		- Immediately submit a **resignation letter** and an **apology letter** explaining her situation;
		- Return or forfeit the crown, title, and all associated prizes.
		- Failure to comply shall result in **legal action**, and the individual shall be liable for **all legal costs and expenses incurred** by the Company.

**1.2.2 Runners-Up and Subsidiary Titleholders**

Shall be exclusively contracted for a term of **twelve (12) months**. Each titleholder shall:

* Attend at least **two (2) publicity appearances** within this period; without additional remuneration
* Publish at least **two (2) social media content posts** to promote sponsors as assigned by HL, without additional remuneration.

**1.2.3 Other Finalists Without Titles**

Finalists who do not receive any titles will be released from their obligations under the talent management contract sixty (60) days after the Grand Finals.

**2. Revenue and Exclusivity Clauses**

2.1  The Company and SunStrong Entertainment Sdn. Bhd. shall be entitled to receive thirty percent (30%) of all gross proceeds earned by the Participant from any third-party engagements across all industries during the term of this Agreement. This includes, but is not limited to, sponsorships, income, settlements, awards, and any claims or compensations arising from or related to such engagements. This entitlement applies regardless of whether such engagements are secured through the Company or arranged independently by the Participant without the Company’s prior knowledge or involvement.

2.2 During the contract period and for **one (1) year after its termination**, the Participant shall not directly or indirectly engage with any business competitive with the Company’s core operations unless expressly authorised in writing.

**3. Restrictions on External Pageant Involvement**

3.1 Unless approved in writing by the Company, the **Top 3 Winners** shall not for a period of **one (1) year** after the conclusion of the Pageant:

* Participate in any other beauty pageant contests, in any capacity;
* Be involved in the management or support of other pageant brands or activities.

3.2 Should the **Runner-up** participate in another pageant during this period, she shall be disqualified from representing Malaysia at Miss Grand International should the Grand Winner become ineligible to do so.

**4. Obligations of the Grand Winner**

4.1 The Grand Winner is obliged to:

* Represent Malaysia at Miss Grand International, subject to selection by the Company;
* Regularly update all her official social media platforms to include:
	+ Her title as Miss Grand Malaysia;
	+ Her journey and preparations for the international pageant;
	+ Key events and appearances related to Miss Grand International.

4.2 The Grand Winner must participate, at no cost, in all official events and campaigns by the Company and SunStrong Entertainment Sdn. Bhd., including events tied to the subsequent pageant year and the coronation of her successor. She must prepare and perform her final walk during the next Grand Finals.

4.3  The Grand Winner shall not promote any personal sponsors, partnerships, or brands unrelated to the Pageants from the date of her crowning until the end of her contractual term, **unless with prior written approval from the Company**.

**5. Obligations of Subsidiary Titleholders**

5.1 Each Subsidiary Titleholder, as appointed, shall serve as a **brand ambassador** for the Company's sponsors for a period of **twelve (12) months**, during which time they shall participate in **two (2)** appearances and **two (2)** unpaid promotional social media posts, without further compensation.