

# LITEFM'S RM50K CASH CLIMB CONTEST TERMS AND CONDITIONS

## 1. INTRODUCTION

The following Terms and Conditions apply for the 'LiteFM's RM50k Cash Climb' (hereinafter referred to as the "Contest") to be run on LiteFM (hereinafter referred to as the "Radio Station") and shall be binding on all persons ("Contestant") entering into this Contest. Entry and participation in this Contest shall be deemed an unconditional acceptance by a Contestant of all terms and conditions.

These terms and conditions can be collected at Airtime Management & Programming Sdn Bhd, All Asia Broadcast Centre, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur and can be downloaded from [www.litefm.com.my](http://www.litefm.com.my) ("the website").

## 2. ORGANISER

The Organiser is Airtime Management & Programming Sdn Bhd, the operator and manager of LiteFM of All Asia Broadcast Centre, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur (the "Organiser").

## 3. DURATION

Contesting will occur between 9am to 5.59pm weekdays from 12<sup>th</sup> July 2010 to 6<sup>th</sup> August 2010 inclusive ("Contesting Days"). The Organiser reserves the right to extend the Contest period at its own discretion.

## 4. ELIGIBILITY

Entry is available to all Malaysian residents aged 18 years or over OR in the event that the participant is under the age of 18 years old, their parent/guardian may at the absolute discretion of the Organiser be required to sign an indemnity in the form required by the Organiser as a precondition to their child's entitlement to the prize(s).

A person is ineligible to participate in the Contest and redeem any prizes if:-

4.1 has won any prize(s) up to a value either individually or collectively of a value of RM50 and below from the Organiser in the four (4) days prior to entering the Contest;

4.2 has won any prize(s) up to a value either individually or collectively of a value of RM51 to RM100 from the Organiser in the eight (8) days prior to entering the Contest;

4.3 has won any prize(s) up to a value either individually or collectively of a value of RM101 to RM500 from the Organiser in the sixteen (16) days prior to entering the Contest;

4.4 has won any prize(s) up to a value either individually or collectively of a value of RM501 to RM1000 from the Organiser in the thirty (30) days prior to entering the Contest;

4.5 has won any prize(s) up to a value either individually or collectively of a value of RM1001 and above from the Organiser in the ninety (90) days prior to entering the Contest;

**A person is eligible to participate in this Contest again if they have passed their barred period although they have won in this contest before.**

## 5. METHOD OF ENTRY

To enter:

- (a) Be the 1<sup>st</sup> ELIGIBLE caller thru after the sonic trigger.
- (b) No. to call 03-9543 3333

Incomplete or illegible entries (whichever is applicable) will not be eligible and will be disqualified. The Organiser reserves the right to disqualify any entry which in the opinion of the Organiser includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Organiser.

Any person who is discovered to have used or attempted to use more than one name or providing false information in entering the Contest will be disqualified from participating in the Contest and/or redeeming a prize.

Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.

The Contestant acknowledges and agrees that the Organiser reserves the right to disqualify a winner in the event that the Organiser learns of his/her ineligibility after awarding the prize to him/her. In such event, the Organiser reserves the right to demand for the return of the prize(s) or payment of its value from the ineligible person/parent/guardian.

Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Organiser. A request to access or modify any information provided in an entry should be directed to the Organiser.

## 6. CONTEST MECHANICS

- 6.1 Listeners will need to call 03-9543 3333 when he/she hears the SONIC TRIGGER they'll need to be the 1st eligible caller through.
- 6.2 60 seconds will be given to answer 5 questions. Each question will be worth RM 100, and if they manage to answer 5 questions correctly in a row; we'll double their money to RM1000
- 6.3 If listener gets 1 question wrong at any stage, he/she will lose all their money and will have to start climbing all over again from the remaining question
- 6.4 Please take note that it is compulsory to finish all 5 questions in 60 seconds or all the accumulative money will be forfeited if failure to do so.
- 6.5 Example:

Scenario 1:

Listener A - Question 1 correct = RM100 (Accumulative amount: RM100)  
- Question 2 correct = RM100 (Accumulative amount: RM200)  
- Question 3 correct = RM100 (Accumulative amount: RM300)  
- Question 4 correct = RM100 (Accumulative amount: RM400)  
- Question 5 correct = RM100 + Accumulative amount x 2 (Bonus) = RM1000

Scenario 2:

Listener B - Question 1 correct = RM100 (Accumulative amount: RM100)  
- Question 2 correct = RM100 (Accumulative amount: RM200)  
- Question 3 wrong = RM 0 (Accumulative amount: RM0)  
- Question 4 wrong = RM 0 (Accumulative amount: RM0)  
- Question 5 correct = RM100 + Accumulative amount = Total win RM100

### Scenario 3:

- Listener C - Question 1 correct = RM100 (Accumulative amount: RM100)
- Question 2 correct = RM100 (Accumulative amount: RM200)
- Question 3 correct = RM100 (Accumulative amount: RM300)
- Question 4 correct = RM100 (Accumulative amount: RM400)
- Question 5 wrong = Total win RM0

6.6 This contest happen on every weekdays from 9.00am to 5.59pm.

### 7. PRIZE(s)

7.1 RM 1000 for correctly answer all the questions or the accumulative amount base on the contest mechanic.

#### Claims

All Prizes must be collected within three (3) months from the date of notification (“Collection Period”). Winners are solely responsible for the collection of their Prize, and the Organiser shall not be obliged to give notice of the Prize collection date line. Prizes which have not been claimed within the Collection Period shall be forfeited by the Organiser and the Organiser, its agents, sponsors and representatives shall have no liability to the Winner in any respect whatsoever.

Prizes must be claimed in person unless the Organiser advises otherwise. Identification which includes a photograph will be required (examples include identification card/drivers licence/passport which displays a photograph of the Winner). Where the Organiser elects to post a Prize to a Winner no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.

In special situations, and subject to the absolute discretion of the Organiser, a Winner may nominate a designated representative to collect a Prize. The representative will be required to present written authorisation from the Winner and identification which includes a photograph for both the Winner and their representative.

In the event that a Winner chooses not to accept a Prize, they will have to sign a “Letter of Forfeiture” provided by the Organiser and forfeit any and all claims to that Prize, which will be dealt with according to the absolute discretion of the Organiser. No prize replacement claim will be entertained.

#### Transfer and utilisation of Prizes

Prizes are non transferable, and where applicable, must be used on the dates specified and may not be redeemed for cash or other alternatives.

All Prizes are accepted entirely at the risk of the Winner, and the Organiser excludes all warranties in connection with any Prize to the extent permitted by law.

If a specified Prize becomes unavailable, the Organiser may substitute a replacement Prize at its absolute discretion.

#### Travel Prizes

Prizes must be taken in accordance with the dates and destinations and number of passengers specified by the Organiser. There will be no cash alternative. There will be no alternative destination.

Prizes of holidays (“Holiday Prizes”) are non-transferable. Holiday Prizes are subject to availability. Winners must hold a valid passport with at least six (6) months’ further duration (or Contest entry will be invalid).

Any travel under Holiday Prizes by minors shall be in accordance with the terms and conditions of the respective carrier.

In the event of unforeseen circumstances or circumstances outside the Organiser's reasonable control the Organiser reserves the right to offer an alternative Prize of equal value. No cash will be offered.

All Holiday Prizes must be taken within the time period specified by the Organiser, its agencies, sponsors and representatives or will be deemed invalid.

Winners shall comply with the terms and limitations of any insurance policy relating to the Holiday Prize.

Winners shall comply with the terms and conditions of the airline and other transportation and venues involved in the Contest or the Holiday Prize. In particular, the Contestant shall comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

Winners are not entitled nor authorised in any way to commit the Organiser, its agencies, sponsors and representatives to any contract, expense or cost entered into or incurred. No variation of these Terms is effective unless approved by an authorised representative of the Organiser in writing.

Passport control and in-country authorities will reserve the right to refuse entry. If the Winner of a Holiday Prize is refused passage and or entry/exit to or from the country being visited, any additional costs incurred will be at the sole cost and responsibility of the Winner.

Any flights, other transport, airport details, accommodation or other aspects of the Holiday Prize, dates and times quoted by the Organiser, its agencies, sponsors or representatives are for guidance only and are subject to change without notice with no liability arising. Winners must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Holiday Prize beyond those included in the Holiday Prize itself (including, without limitation, transfers to and from any Malaysian airport specified in the Holiday Prize, meals and drinks).

Winners must comply with and are responsible for attending to any inoculation and health regulations required for their destination.

It shall be the responsibility of winners to obtain the necessary visa and other travel documents at their sole cost and expense. No compensation whatsoever will be given should the winner fail to obtain such documents, regardless of the circumstances. Failure to obtain a visa will result in disqualification of the Winner.

Unless otherwise specified, the class of travel for any Holiday Prize incorporating an airfare is economy class.

#### **Ticket give-aways**

In the case of Prizes in the form of free tickets:

(a) Winner of such tickets shall be bound by the event promoter's terms and conditions together with those set out on the ticket and the rules and regulations of the venue; and

(b) may be required to collect the free tickets at a venue which shall be notified to the winner by the Organiser.

#### **8. NOTIFICATION**

All prize winner(s) will be notified on air at the time of winning by telephone and then by SMS. If the Organiser does not receive a response to our SMS within 3 months the prize will be forfeited. The Organiser will not be responsible for any SMS not received or sent by winners due to mobile operators' system failure, etc.

9. **TAXES**

Winners are responsible for any and all taxes payable as a result of a Prize being awarded or received.

10. **UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months will be forfeited.

11. **PUBLICITY MATERIALS AND COPYRIGHT**

Contestants may be required by the Organiser to participate in interviews, photo, video and/or film sessions and acknowledge that the Organiser has the right to use such interviews, publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, without payment of any compensation whatsoever.

Contest entries and material ("Materials") submitted in connection with any Contest (whether in written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Contestants become the property of the Organiser which may use the material in any medium and in any reasonable manner it sees fit. Copyright in the Materials shall vest absolutely in the Organiser.

The Organiser may incorporate information from Contestants in any data base for use in the ordinary course of its business.

The Contestant shall not without the specific prior written consent of the Organiser publish or disclose any information in connection with the Contest or the Prize (without limitation to representatives of media in whatsoever form). The Contestant shall not be entitled to give interviews or be involved in articles or reports in respect of the Contest or the Prize with any third party.

The Contestant hereby grants and assigns to the Organiser the entire copyright and other intellectual property rights in the Contest and its involvement in the Contest in all media and technology.

12. **RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release from, and indemnify the Organiser against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Contest including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

13. **LINE DROP OUT AND INABILITY TO CONTACT**

**Fax and Mail Contests**

The Organiser does not accept responsibility for fax and mail entries lost, damaged, misdirected or delayed in transit to the Organiser, nor will the Organiser be liable for any malfunction of computer equipment, fax machine equipment or fax machine telephone lines.

**Telephone Contests**

No liability is assumed by the Organiser for faulty, mistranscribed, misdirected/misdialled telephone communication or technical difficulties experienced by callers throughout the call-in portion of a Contest.

If in the course of a Contest :-

(a) a telephone line breaks up or drops out; or

(b) there is a dispute arising out of the use of telephone lines in a Contest (including situations where multiple telephone lines are used); or

(c) two telephone lines are crossed during a phone in Contest;

the Organiser may in its absolute discretion disqualify the relevant caller or callers, and shall not be responsible for awarding a Prize to the relevant caller or callers, and may award the Prize to another person according to its absolute discretion.

In the event that more than one voice is heard on the phone line, the qualifying Contestant or Winner will be the first person to speak. If the judge(s) is not able to determine which caller was first, a random drawing will be held to determine the Winner.

Any entries which are found to have used telephone switching or programming equipment shall be disqualified.

In telephone Contests, “sonic triggers” are effective only when heard on on-air radio broadcast, and internet streaming shall not be valid as there may be delays in audio transmission or errors on the internet.

### **Internet Contests**

All entries via the internet are sent at the risk of the Contestant and in the event there are technical difficulties experienced arising out of the internet or from any associated equipment or internet security is compromised, the Organiser may at its absolute discretion disqualify the entire entry and shall not accept any liability doing so.

In the event where the Contest requires online registration, the Organiser shall have the right to call/nominate next best Contestant/Winner if the Organiser is unable to reach the current/existing Contestant/Winner.

If a Contestant is suspected of cheating or manipulating the system which may affect the results of the Contest, the Organiser may in its absolute discretion terminate the Contest immediately.

### **Short Messaging Service (SMS) Contest**

The Organiser shall not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in receiving and sending an SMS as a result of any network, communication or system error, interruption and/or failure experienced by the participating mobile phone operators and/or by the Organiser and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and/or failure, the Organiser shall not be responsible or liable for any failure by any Contestant to participate in the Contest at any time.

The Organiser shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

In the event where the Contest requires SMS registration, the Organiser shall have the right to call/nominate next best Contestant/Winner if the Organiser is unable to reach the current/existing Contestant/Winner.

If a Contestant is suspected of cheating or manipulating the system which may affect the results of the Contest, the Organiser may in its absolute discretion terminate the Contest immediately.

**14. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Contest and/or a prize will be the sole and absolute responsibility of each contestant.

**15. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Contest or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

**16. MINORS**

If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Organiser be awarded to the prize winner's parent or legal guardian.

If the winner of a holiday prize is under the age of 18 years, that winner must nominate a parent or legal guardian as their accompanying traveller for the trip. The winner and their accompanying traveller must not engage in any illegal or unsafe behaviour whilst travelling.

Where these terms and conditions require a participant to sign a Deed of Release before participating in the Contest and/or redeeming a prize and the contestant and/or winner is under the age of 18 years, such Deed of Release and Indemnity must be signed by that person's parent or legal guardian prior to their participation in the Contest and/or the prize being awarded.

**17. TERMINATION OF CONTEST**

The Organizer may terminate this Contest at any time at its absolute discretion without liability to any Contestant or other person at anytime without giving any reason whatsoever.

**18. DECISIONS FINAL**

All matters or decisions relating to this Contest, Prize and these terms and conditions shall be final and cannot be contested. No correspondence or discussions will be entertained.

**19. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Organiser to enforce any of these terms and conditions in any instance(s) will not give rise to any claim by any person.

**20. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Contest will be used by the Organiser in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Contest is an agreement to be bound by that policy.

**21. GENERAL**

The Contestant is obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Contest and acknowledges that all activities are undertaken at its own risk.

The Organiser reserves the right to forfeit the Contestant's place on the Contest or the Prize (without liability or compensation) if, in its opinion, the Contestant may expose the Contestant's self or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Contest.

These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded. For the avoidance of doubt, no information of any nature about the Contest or the Prize or any of these Rules should be relied upon unless confirmed in writing by the Organiser. The invalidity, illegality, or unenforceability of the whole or part of the Rules does not affect or impair the continuation in force of the remainder of the Rules.