

**Kita Cakna**  
**Terms and Conditions (“Terms & Conditions”)**

**A. INTRODUCTION**

1. Impact Integrated is organising the Kita Cakna Contest (“Contest”) which runs from the 20<sup>th</sup> of April 2020 to the 2<sup>nd</sup> of May 2020 (both dates inclusive) (“Contest Period”).
2. Impact Integrated will utilize the instagram accounts of Radio Kita, Picksum, Impact Malaysia and Spacerubix (collectively referred to as “platforms” and individually as “platform”) to carry out the Contest.

**B. ELIGIBILITY**

1. The Contest is open to all citizens and permanent residents of Malaysia who MUST have achieved at least the age of 13 years and above with a valid MyKad and MyPR (collectively referred to as "Participants" and individually as “Participant”).
2. Participants who are within the range of 13 to 18 years of age must obtain the consent of their parents before participating in the Contest. By participating in the Contest, the said Participants shall be deemed to have obtained the consent of their parents.
3. Employees of Impact Integrated, their immediate family members, the appointed agencies and/or program organisers of Impact Integrated, their employees and immediate family members are not eligible to participate in the Contest.

**C. CONTEST MECHANICS**

1. The terms for the Contest are as follows:
  - i. Each Participant may only submit one entry per platform, per week. For example, if a Participant has submitted an entry for Impact Malaysia’s Kita Cakna quiz, they cannot submit another entry for Impact Malaysia’s Kita Cakna quiz but they may submit an entry for Rakita’s Kita Cakna quiz and/or Spacerubix’s Kita Cakna quiz.
  - ii. Participants must submit answers to the questions provided on Impact Integrated’s platforms within the time duration specified on the platforms and in accordance to the method detailed on the platforms in order to participate.
  - iii. Impact Integrated has the sole and absolute right and discretion to accept and reject any registration submitted for the Contest if, in its opinion, the registration is not valid and/or false and/or contains inaccurate information and/or the registrant does not qualify as an eligible Participant.
  - iv. Impact Integrated reserves the sole and absolute right and discretion to change, vary, modify, amend, cancel, terminate, suspend any terms and conditions of the Contest without prior notification. For the avoidance of doubt, in the event of any change, variation, modification, amendment, cancellation, termination or suspension in respect of the Contest, Participants shall not be entitled to any claim or compensation against Impact Integrated and/or any of its subsidiaries, related or associated companies, their officers, employees, representatives and/or agents for any and all losses or damages whatsoever.

#### **D. SELECTION OF WINNERS AND PRIZES**

1. The winners of the Contest are the 3 quickest Participants to answer all of the questions in the quiz correctly. Where the questions are subjective, the winners shall be the 3 quickest Participants to answer the questions to the satisfaction of judges appointed by Impact Integrated. Impact Integrated has the sole and absolute right and discretion over any dispute of the selection of winners.
2. In the event that it comes to Impact Integrated's attention that the winners selected are not eligible (including without limitation failure to disclose eligibility, misrepresenting identity etc.) Impact Integrated reserves the right to disqualify the selected winner and withhold the prize.
3. Winners will be announced on the platforms and will be notified by email or telephone call or any other method of communication that Impact Integrated may, at its sole and absolute discretion, so decide.
4. The winners must produce proof of identity when contacted by the organisers or its appointed agency, for amongst others reasons include verification purposes and to process the shipping of the prize won.
5. The prizes are not transferable and are not exchangeable for cash, credit or any other item, in part or in full.
6. The prize does not include any accessories or items that are shown in any advertisements or promotional materials as the advertisements / promotional materials are for illustrative purposes only.
7. In the event the winners fail to respond within two (2) days of being notified or declines to accept the prize, Impact Integrated has the absolute right and discretion to irrevocably forfeit the prize and select another winner.

#### **E. CONSENT**

1. The protection of personal data is an important concern for Impact Integrated/ Any personal data collected during the Contest will be processed in accordance with the Personal Data Protection Act 2010. By submitting his/her personal data to Impact Integrated for the Contest and/or during the Contest, the Participant hereby consents to Impact Integrated for processing his/her personal data according to the PDPA 2010.
2. By participating in the Contest, the Participant agrees that Impact Integrated reserves the right to disclose the Participants' personal data in the event that Impact Integrated believes that such disclosure is necessary to identify, contact or bring legal action against an individual who might cause or may be causing damage to or interfere with the Contest. Impact Integrated may also disclose the personal data of the Participants if required to do so by a court of law or other relevant body.
3. All materials posted on our Facebook & Instagram Page are subject to public downloading by third party viewers, and Impact Integrated will not be held liable or responsible for any damages caused.

## **F. GENERAL TERMS AND CONDITIONS**

1. By participating in the Contest, the Participants are deemed to have read, understood and agreed to the Terms and Conditions stipulated herein and will abide to the said Terms and Conditions herein.
2. Impact Integrated has the sole and absolute right and discretion to substitute any of the prizes with another prize, at any time, without giving prior notice and/or assigning any reason whatsoever in respect of the substitution.
3. The results announced on the platforms are final and binding. The decisions of Impact Integrated in relation to every aspect of the Contest, including but not limited to the type of prize and the winners, shall be deemed final and conclusive under any and all circumstances. No appeal, challenge, query or complaint from any of the Participants will be entertained. The receipt by any winner of any prize under the Contest is conditional upon compliance with any and all applicable laws, rules and regulations.
4. The Contest is in no way offered, sponsored, endorsed, promoted or administered by or associated with any digital service provider.
5. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. You agree to submit to the exclusive jurisdiction of the courts of Malaysia.
6. Any federal, state and local taxes that may be imposed in connection with the prizes are the sole responsibility of the winners.
7. Any matter with regards to the Contest which is not covered in these Terms & Conditions will be determined at the sole and absolute discretion of Impact Integrated.

## **G WARRANTIES AND REPRESENTATIONS**

1. To the extent permitted by law, Impact Integrated makes no warranties, representations or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or suitability or fitness for a particular purpose of the prizes and Impact Integrated shall not be responsible nor liable for any problems, loss and/or damage thereto or arising therefrom. Any dispute in relation to the prizes must be settled between the winner and the supplier or manufacturer. Impact Integrated will not be responsible for resolving such disputes and the winners are to liaise directly with the supplier or manufacturer for warranty information pertaining to the prizes.

## **H LIMITATIONS OF LIABILITY**

1. Impact Integrated will not be responsible or liable for any problem, error (including error in notification of the winners), loss or damage of whatsoever nature suffered by the Winners due to any delay and/or failure in receiving and sending the entry form as a result of any network, communication or system error, interruption, omission and/or resulting from participation in the Contest.
2. Impact Integrated will strive to ensure that quiz questions and corresponding answers are as accurate as possible. We do not warrant nor make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

3. Impact Integrated and its related corporations, and their directors, officers, employees or agents will not be liable for any loss (including direct, indirect, special and consequential losses), damage, or any injury that may be sustained by the Participant or by any person in connection with the Contest. All Participants shall be held fully and wholly responsible liable for any loss, injury, damage or claim on the part of the Participants that may arise from participating in the Contest or use of any prize.

#### **I AMENDMENT OF THE TERMS AND CONDITIONS**

1. These Terms & Conditions shall supersede any statements, representations, warranties contained in any other material (including without limitation printed posters or leaflets or advertisements) in respect of the Contest.

#### **J EXCLUSION OF UNENFORCEABLE TERMS**

1. In the event any of the provisions in these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.