

PROJECT ALOFT STAR, AMPLIFIED BY MTV

The Contest Details and Terms and Conditions shall together be known as the "Terms".

A. CONTEST DETAILS

1. CONTEST DESCRIPTION

- 1.1 "Project Aloft Star, Amplified by MTV" Contest ("**Contest**") is an online music talent competition conducted through the campaign's website.
- 1.2 To participate in the Contest, entrants have to log on to the "Project Aloft Star, Amplified by MTV" campaign's website projectaloftstar.mtvasia.com ("**Contest Site**") to upload your best self-composed song to projectaloftstar.mtvasia.com. In Greater China, entrants have to submit either through a YouKu (video) link or by uploading a file (video or audio-only). In Southeast Asia, Australia and South Korea, entrants have to submit either through YouTube (video) or SoundCloud (audio-only) links. Entrants can submit either video or audio-only original songs.
- 1.3 The Organizer of the Contest will be MTV Asia (with principal office at 151 Lorong Chuan, #03-08 New Tech Park (Lobby H), Singapore 556741) ("**Organizer**") which shall be solely responsible for the execution and administration of this Contest.
- 1.4 Entrants to the Contest agree to abide by the Terms and should also be aware that participation in the Contest is subject also to their acceptance of the Terms as shown here and which can be accessed through the Contest Site.
- 1.5 Entrants are to read the Terms and shall be deemed to have consented and agreed to be bound by all terms and conditions under the Terms if they decide to continue with participation in the Contest by which acts that follow.

2. CONTEST ELIGIBILITY

- 2.1 Eligible nationalities in 3 Clusters as categorised:-
 - '**Southeast Asia + Australia Cluster**' - Residents of Australia, Indonesia, Malaysia, Singapore, Thailand
 - "**Greater China Cluster**" – Residents of China, Hong Kong, Taiwan and Macau
 - "**South Korea Cluster**" - Residents of South Korea
- 2.2 Minimum age (as at Contest Closing Date): Sixteen (16) years old. (*)for Finalists / Cluster Winners below eighteen (18) years old, please refer to the **Singer/Songwriter Contest** conditions below in this Section A: Contest Details, clause 6.
- 2.3 All entries must be original compositions and not cover songs.

- 2.4 Past finalists of the Contest (but NOT previous winners) are entitled to participate in the Contest again.

3. SUBMISSION PERIOD

Start Date: July 5, 2017 at 12:00 Noon (GMT +8)
Closing Date: August 21, 2017 at 12:00 Noon (GMT +8)

4. ORGANIZER'S SELECTION OF THE TOP 3 ENTRANTS PER CLUSTER

- 4.1 At the end of the Submission Period, the Organizer will select in its sole discretion, the Top 3 Entrants from each Cluster who will proceed to the Finals, provided that they meet any and all requirements notified by the Organizer, which for the avoidance of doubt shall include their availability to participate in the Finals for their cluster.

5. VOTING CONTEST (also known as "PEOPLE'S CHOICE")

Start Date: August 25, 2017 at 12:00 Noon (GMT +8)
Closing Date: September 11, 2017 at 12:00 Noon (GMT +8)

Eligible nationalities in 3 Clusters as categorised:-

- **'Southeast Asia + Australia Cluster'** - Residents of Australia, Indonesia, Malaysia, Singapore, Thailand
- **"Greater China Cluster"** – Residents of China, Hong Kong, Taiwan and Macau
- **"South Korea Cluster"** - Residents of South Korea

- 5.1 After the Organizer has selected the Top 3 Entrants per cluster, the next Top 15 Entrants selected by the Organizer will be put up on the Contest site for public voting.

Submissions will be assessed by Organizer and fifteen (15) shortlisted entries/Submissions per Cluster will be posted on the Contest Site for public voting. Visitors (consisting of members of the public) to the Contest Site will have the opportunity to vote for their favourite Submission. During the voting period, each Voter is invited to vote for his/her favourite singer/songwriter according to his/her judgment and interpretation of the creative content. Voters may only vote up to a maximum of 5 times per hour per unique IP address.

- 5.2 Each time a vote is cast, the Voter will be prompted to enter the Voting Contest. The Voter may also choose to vote without entering the Voting Contest, by not submitting their contact details.

If the Voter enters the Voting Contest, the Voter will be prompted to fill in an online form with their contact details, and to tell the Organiser why the Voter thinks the Submission voted for should win ("Voting Contest Entry"). The Organiser shall select the Voter from each Cluster who, in the Organiser's sole determination, submitted the

best Voting Contest Entry of the respective Cluster in answering to the question “Tell us why this entry should win”, as the Winner of the Voting Contest for that Cluster. The Voter is not required to have voted for any of the ultimate Finalists of the singer/songwriter contest in order to win. **Only Voters who are residents of Australia, Indonesia, Malaysia, Singapore, Thailand, China, Hong Kong, Taiwan, Macau or South Korea shall be eligible to enter the Voting Contest.** Upon entering the Voting Contest, the Voter shall be deemed to have consented to the use and disclosure of his/her personal data and information provided, for purposes specified in clauses 19 to 21 of Section B: Terms and Conditions, as if he/she were an Entrant. There will be one Winner for each of the three (3) Clusters, who will each win a US\$1,000 cash prize. The Organizer’s decision in the selection of Winners is final and no correspondence will be entertained. Any taxes, interbank charges and any other administrative costs of receiving the monies shall be borne by the winners.

Each US\$1,000 cash prize will only be processed and transferred to a valid and functioning bank account in the Winner’s name provided to the Organizer. Voters shall provide the Organizer with any necessary proof of identification should Organizer require this to verify the identity of the Winner.

- 5.3 Submissions will be judged solely on the subjective opinions of the Voters/Users who choose to participate in the voting process. Voters/Users are eligible to vote on their favourite Submission following the onscreen prompts to vote for their favourite Submission.

For each of the three (3) Clusters, the Entrant for the submission with the highest valid vote count will be chosen to proceed to the Finals, provided that:

- The Entrant has met the T&Cs, per the Organizer’s verification;
- The Entrant is not suspected of fraudulent votes (buying votes, bot voting, etc.)
- The Entrant confirms that he/she (or his/her band, if applicable) is able to travel to the venue of, and participate in, the Finals event for their respective Cluster (“Finals event”).

6. SINGER/SONGWRITER CONTEST

- 6.1 At the end of the seventeen (17) day voting period, each entry with the highest valid votes from each of the 3 Clusters, being the Southeast Asia + Australia Cluster, the Greater China Cluster and the South Korea Cluster, will be selected to perform at the Finals event.
- 6.2 The top entry per Cluster will be determined by voting only. The Organizer reserves the right to disqualify anyone who is suspected of engaging in, or benefitting from fraudulent voting from entering the Finals event.

- 6.3 The Entrants of the top 4 entries ("Finalists") from the Greater China Cluster will have a chance to perform at the Finals event at an Aloft Hotel in China or Taiwan, to be confirmed at a later date.
- 6.4 The Entrants of the top 4 entries ("Finalists") from the South Korea Cluster will have a chance to perform at the Finals event at an Aloft Hotel in South Korea, to be confirmed at a later date.
- 6.4 The Entrants of the top 4 entries ("Finalists") from the Southeast Asia + Australia Cluster will perform at the Finals event in Perth, and the exact venue will be confirmed at a later date.
- 6.5 At the Finals, a panel of judges will select one winner from each Cluster ("Cluster Winner"), and there will be a total of three (3) Cluster Winners. Each Cluster Winner will receive the prize as stipulated in clause 11.3 (any taxes, interbank charges and any other administrative costs of receiving the monies shall be borne by the winners).
- 6.6 Should there be a need to travel, Finalists / Cluster Winners below the age of eighteen (18) must be accompanied by a legal guardian eighteen (18) years of age or older.
- 6.7 Air tickets will not be provided for the legal guardian, who will need to purchase them at their own cost. The Organizer will provide shared hotel accommodation for Finalist / Cluster Winner under the age of eighteen (18) and legal guardian at a hotel determined by the Organizer on a bed-only basis (i.e. One (1) room for Finalist / Cluster Winner and legal guardian).
- 6.8 If any Finalist invited to perform at the Final Events do not reside in their respective Final Event city, the Organizer will make the necessary arrangements with Aloft Hotels to fund the Finalist's flight/transport to the respective Final Event for the Finalist and his/her accompanying band members who must be part of the performing band during the Finals. The Organizer will provide this arrangement for up to a maximum of 5 persons per band only (including the Finalist(s)).
- 6.9 Aloft Hotels will provide accommodation for a maximum of 2 nights (1 night before Finals and 1 night on the night of the Finals) for a maximum of 5 persons per band only including the finalist, on a twin-sharing room basis. Accompanying band members must be part of the performing band during the Finals.
- 6.10 Any other accompanying band members/friends/family must bear their own costs for flights and accommodations etc.

7. CONTENT RESTRICTIONS

- 7.1 Submission must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race,

sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to the Organizer;

- 7.2 Submission must be entirely original to the Entrant and must NOT include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property;
- 7.3 All musical compositions contained in the Submission must be original and wholly owned and administered by the Entrant;
- 7.4 Submissions must comply with the Terms; and
- 7.5 Submissions must NOT include third parties/people, who have not expressly authorized Entrant to feature their image, likeness or voice in the Submission or otherwise use such image, likeness or voice in accordance with the Terms. Third parties include but are not limited to celebrities, friends and minors who have not obtained parental consent prior to such participation. Entrants should be able to provide on request all appropriate clearances, permissions and releases for the Submission, including releases from all persons featured in the Submission (in the event an entrant cannot provide all required releases, the Organizer reserves the right in its sole discretion, to disqualify the applicable Submission).
- 7.6 Entrants who submit Submissions, which violate any of these requirements, may be deemed ineligible to receive the prize and their Submission may be void at the Organizer's sole discretion. The Organizer reserves the right to disqualify in its sole and absolute discretion any Submissions deemed inappropriate or that do not comply with the Terms. The Organizer reserves the right to disqualify any Entrant from entering future contests at any time, where the Organizer has reasonable grounds for believing that the Entrant has contravened any of the Terms. The Organizer reserves the right to determine in its sole discretion which entries have satisfied the entry requirements.

ELIGIBLE ENTRANTS MUST SUBMIT IN ACCORDANCE WITH THE TERMS. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

8. REPRESENTATIONS AND WARRANTIES/ INDEMNIFICATION

Each Entrant represents and warrants as follows:

- 8.1 the Submission is the Entrant's own original song;
- 8.2 the Submission does not contain any computer virus, is otherwise uncorrupted, is wholly original with Entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;

- 8.3 the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity;
- 8.4 Entrants have obtained permission to submit the names of any band members (if any), their personally identifiable information and their performances contained in the Submission;
- 8.5 the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libellous. Each Entrant hereby agrees to indemnify and hold the Organizer harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder, or from Entrant's participation in the Contest; and
- 8.6 the Entrant understands that in order to qualify as a Finalist to perform at the Finals and stand the chance to win the exclusive digital distribution deal with Believe Distribution Service ("**Believe**") for the single submitted by Entrant as described under Clause 11.3(i) below, the Entrant will have to enter into a separate exclusive digital distribution contract with Believe in the event that the Entrant is selected as Winner. If Entrant is in an existing artist management or distribution agreement, the respective management or distribution company may be required to negotiate and enter into the contract on Entrant's behalf, or to give the necessary consent and release as the case may be. To this end, the terms of the distribution contract will be pre-negotiated between Believe and Entrant before the Finals, and shall proceed to execution for the Winner. If no agreement on the terms of the distribution contract can be reached, Organizer shall have the right to disqualify the Entrant and to pick another Entrant as Finalist at its sole discretion.

9. MATERIALS/ RIGHTS IN SUBMISSIONS/ PUBLICITY RIGHTS

- 9.1 In consideration of a Submission being reviewed and evaluated for this Contest, each Entrant hereby grants to the Organizer the non-exclusive irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submission, or any portion thereof, including to the extent applicable (a) any information, biographical data, and material (e.g., the "**Creative File**") submitted by Entrant in connection with the Contest; and (b) all video, audio, photographs, text, graphics, statements, any other creative materials, and quotations of or by Entrant and furnished by Entrant as part of this Contest ("**Material** ") included in and/or submitted by Entrant in connection with the Contest), in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol.
- 9.2 Each Entrant understands that his or her name and other Material may be posted on the Contest Site in connection with Contest. Entrant agrees that the Organizer has no obligation to post a Submission or any Material on the Contest Site. Each Entrant authorizes the Organizer to utilize, for eternity and in any manner it sees fit, the

Submission provided to the Organizer, and to make derivative works from such materials solely in connection with the Contest (i.e., without limitation, to create promotional materials).

- 9.3 Each Entrant releases the Organizer, and its assigns and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Submission to the Organizer for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Organizer and Entrant, does not place the Organizer in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission, and that the only contracts, express or implied, between the Organizer and Entrant is as set forth in the Terms. In addition, by participating in the Contest and providing a Submission, each Entrant hereby grants permission (except where prohibited by law) for the Organizer to use Entrant's Submission, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe. Except as required by law or permitted pursuant to the Terms, the Organizer will not share an Entrant's information with any third parties.

10. FINALISTS NOTIFICATION FOR SINGER/SONGWRITER CONTEST

- 10.1 The Finalists, as determined by submissions with the most votes and a judging panel as organized by the Organizer ("**Judging Panel**"), will be notified by telephone, email and/or overnight mail on or about

- Top 3 Entrants per Cluster: 25 August 2017
- Entrant with the highest valid vote count per Cluster: 14 September 2017

and will be required to respond (as directed) to the notification attempt within one (1) business day (or a shorter time if required by exigencies). The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, the Organizer may select an alternate Finalist(s) according to the Judging Panel results and pre-screening. The Finalists will be required to execute and return an affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Organizer.

11. PRIZES FOR EACH CATEGORY

- 11.1 Approved entries for the Contest:
- (i) Submitters of approved entries for the Contest will receive an email with a TuneCore promotional code valid until 15 September 2017, for:

- 1 year of free distribution for 1 “single” upload via the TuneCore platform for all the approved participants (subject to TuneCore’s terms and conditions: <http://www.tunecore.com/terms>).
- Only entrants aged 18 years old and above at 15 September 2017, may use the TuneCore promotional code. This promotional code is non-transferrable and may only be used by the entrant receiving it.

11.2 Voting Contest:

- (i) There will be one winner each for all the three (3) Clusters and they will each win a US\$1,000 cash prize (“Voting Contest Winner”).
- (ii) Any other costs incurred need to be borne by the Voting Contest Winner. Cash prizes will be processed to a valid bank account in the Voting Contest Winner’s name only.

11.3 Singer/Songwriter Contest:

- (i) There will be a total of three (3) Cluster Winners. Each Cluster Winner will win:
 - a US\$10,000 cash prize;
 - a 3-year, exclusive digital distribution deal with Believe Distribution Services for the Cluster Winner’s submitted single (under which the winner is given the majority share of revenues earned from distribution), and a dollar-for-dollar co-investment matching the Cluster Winner’s investment in promotion and marketing of the submitted single, up to US\$3,000 (both subject to Believe Distribution Services’ terms and conditions in a separate agreement between Believe Distribution Services and the Cluster Winner and if applicable, the Cluster Winner’s management/record label/distributor); and

Any taxes, interbank charges and any other administrative costs of receiving the monies shall be borne by the winners.

- (ii) As a condition to receiving the Prize, each Winner may be required to provide a written acknowledgement of acceptance of all the Terms of the Contest, a proof of residency form and a release of liability form. Each Winner is responsible for all applicable taxes and expenses not specified in the Prize description.
- (iii) Winners agree to the use of his/her name and likeness without any additional compensation by the Organizer for publicity. By entering this contest each Winner acknowledges that the Organizer and all Organizer's affiliates and related companies have the right to publicize his/her name, voice, likeness, the fact that he/she won, and all matters incidental thereto.

- (iv) Additionally, the Winners may be required by the Organizer to participate in other Contest related activities as may be required by the Organizer. Such activities shall serve as additional promotion for the corresponding winners. No prize substitution is allowed except at the discretion of the Organizer. If a prize cannot be awarded due to circumstances beyond the control of the Organizer, the Organizer may provide a substitute prize (non-monetary) to the relevant Winner. Other restrictions may apply.
- (v) Entrants acknowledge that the sponsorship of all prizes for this Contest is provided by the Organizer.

12. RIGHTS OF ORGANIZER

- 12.1 Organizer shall have the right and sole discretion to edit, refuse to air or transmit or cease to air or transmit any Submission whatsoever which it finds to be in violation of the provisions hereof, does not fully comply with all of Organizer's requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason.
- 12.2 Organizer also reserves the right to replace the winning Submission with the Submission of an alternate eligible Entrant in accordance with the Terms if such Submission and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrant's failure to have Finalist Documents executed as directed by the Organizer. The Organizer is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission creation.
- 12.3 The Organizer makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Submission. All statements and opinions made by Entrants are those of such Entrants only, and the Organizer neither endorses nor shall be held responsible for the reliability or accuracy of same. Organizer is not responsible for the content or practices of third party web sites that may be linked to the Contest Site. The Contest Site may also be linked to websites operated by companies affiliated with Organizer. Visitors to those sites should refer to each site's separate privacy policies and practices.
- 12.4 The Organizer reserves the right to select an alternative Winner at any time, where the Organizer has reasonable grounds for believing that the initially selected Winner has contravened any of the Terms. Any alternative Winner will be selected applying the same criteria as that used to select the original Winner.
- 12.5 The Organizer reserves the right to disqualify entries or suspend voting if it has reasonable grounds to suspect that fraudulent voting (including but not limited to bot voting) has occurred or if it considers there has been any attempt to rig or unduly influence the voting.

13. INDEMNITY

The Contest may also be promoted by a third party or parties (each a "**Promotional Partner**," and collectively "**Promotional Partners**"). Entrant shall indemnify, defend and hold harmless the Organizer, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, agents and representatives (collectively, the "**Released Parties**") from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising out of or in connection with any third party action arising out of or resulting from (i) Entrant's participation in the Contest, (ii) a breach or allegation which if true would constitute a breach of any of Entrant's representations, warranties or obligations herein, and/or (iii) acceptance, possession, use or misuse of any grant or prize, including without limitation, personal injury, death and property damage arising there from.

B. TERMS AND CONDITIONS

1. This Contest will be governed by these standard terms and conditions, and accompanying Contest Details (collectively the "Terms"). Each entrant agrees that he/she has read and understood the Terms and by their participation in the Contest, each entrant agrees to be bound by the Terms.
2. This Contest is held by the Organizer. Entrants may enter the Contest by accessing the website through the Contest Site in accordance with the mechanics as set out in the Contest Details. There is no fee to enter the Contest. However internet access charges or other third party connectivity charges may apply. Please check with the internet service provider for current internet access charges, if any. In entering this Contest, all entrants are deemed to have the permission of the person paying such third party charges.
3. The Contest shall run strictly in accordance with the stipulated timeframe as stated in the Contest Details.
4. The following categories of persons are not eligible to enter the Contest: employees (including their immediate families) of Organizer and its respective divisions, affiliates, authorised dealers/distributors, agents; suppliers of the Prize(s); and any other company professionally connected with this Contest. All entrants shall be responsible for ensuring that their entry and/or acceptance of the Prize (as defined below) do not contravene any local laws or regulations. This Contest shall be void where prohibited or restricted by law. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
5. The Organizer reserves the right to impose any additional requirements as may be required to comply with local laws and regulations.
6. All personal details submitted must be accurate and complete and are subject to proof upon request by the Organizer. The Organizer reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with the Terms or which tampers with the entry process.
7. Incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Terms will automatically be disqualified. Entries received after the Closing Date will be disqualified.
8. The Organizer reserves the right to disqualify entries or suspend voting if it has reasonable grounds to suspect that fraudulent voting (including but not limited to bot voting) has occurred or if it considers there has been any attempt to rig or unduly influence the voting.

9. The Organizer will not accept any responsibility for entries lost, delayed, misdirected, damaged or undelivered. The Organizer shall not be responsible for technical errors in telecommunications networks, Internet access or otherwise preventing entry to the Contest.
10. The Organizer's decision in the selection of Winners is final and no correspondence will be entertained. Winners will be notified in person at the Finals Event (in the case of Singer-songwriter winner), or via email or telephone (as provided by the entrant in his/her submission), confirming their Prize and providing details on how to acknowledge and collect the Prize. In the event that the Organizer cannot for any reason obtain the Winner's acknowledgement within twenty four (24) hours of first attempting to do so, the Organizer reserves the right to select an alternative Winner at its sole discretion.
11. The Organizer reserves the right to select an alternative Winner at any time, where the Organizer has reasonable grounds for believing that the initially selected Winner has contravened any of the Terms. Any alternative Winner will be selected applying the same criteria as that used to select the original Winner.
12. The Organizer reserves the right to deal with any unclaimed Prize in any manner it deems fit.
13. Where the Prize consists of any overseas travel: (a) the Winner(s) and travel companion(s) (where applicable) must possess valid travel documentation and visa prior to departure, failing which the entire Prize will be forfeited.
14. The Prize is as stated and is non-transferable and not-for-sale. No cash alternatives will be offered. If due to circumstances beyond the Organizer's control, the Organizer is unable to provide the stated Prize or any part thereof, the Organizer reserves the right to substitute the prize with an item of equal or greater value, to be determined at the Organizer's sole discretion. A Prize may be subject to the additional terms and conditions of the Organizer. More details on the collection of the Prize will be given to the respective Winner(s) at a later stage.
15. Acceptance of the Prize shall constitute consent on the Winner's part (including Winner's companion's part, as the case may be), to allow the use of the Winner's (and Winner's companion's) entry, names, images, video footage, voices and/or likeness by the Organizer for editorial, advertising, promotional, marketing and/or other purposes, without further compensation, in any media for an unlimited period of time, except where prohibited by law.
16. Acceptance of any Prize shall constitute a release and discharge of the Organizer by each Winner (and/or their companions) from any and all liability, claims, demands, causes of action, and/or damages which the Winner (and/or their companions) may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss suffered by the Winner (and/or their companions) as a result of

the use and/or enjoyment of the Prize, and/or (iii) any tax liabilities in relation to the Contest, Prize and/or use or enjoyment of the same.

17. The Organizer shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations to the Winners under the Terms if such delay or failure is caused by circumstances beyond the reasonable control of the Organizer, its respective divisions, affiliates, authorized dealers/distributors, agents, suppliers of the Prize(s), including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or (ii) from any loss, damage to property, injury, or death resulting from or related to entrant's participation or inability to participate in this Contest, or the use, misuse or inability to use the Prize or any portion thereof, provided, however, that nothing in the Terms shall limit the Organizer's liability for death or personal injury caused by its own negligence, deceit or fraud.
18. Each provision excluding or limiting liability is to be construed separately and will apply and survive even if for any reason any of the other provisions are held to be inapplicable or unenforceable in any circumstances. Each of the provisions excluding or limiting liability will remain in force notwithstanding any termination of the Terms.
19. Any personal information, including without limitation, the Entrant's name, age, nationality, address (including postcode), telephone number and/or email address may be used in connection with this Contest (including contacting the entrant, determining Contest eligibility, requesting entrant information, answering queries, administering the Contest, fulfilling the prize where applicable, and purposes which are reasonably related to the Contest).
20. Where the Entrant has specifically opted to allow his/her personal information to be used and disclosed for purposes of contacting and serving to the Entrant promotions/advertisements relating to all future MTV campaigns, events, products and services, the Organiser may do the following:
 - i. conduct analytics and tracking,
 - ii. provide, promote, advertise, and market to Entrants any of Organizer's future MTV campaigns, events, products and services ("MTV Promotions");
 - iii. match personal information with other data collected for other purposes and from other sources (including third parties) in connection with the MTV Promotions;
 - iv. conduct market research and surveys to understand and determine customer preferences and demographics to improve Organizer's products and services;
 - v. pursue any other purposes which are reasonably related to the aforesaid.

In addition, where permitted under the Act and subject to the provisions of any applicable law, the Entrant's personal information may be disclosed for the aforesaid purposes, to vendors or other third party service providers (e.g. Facebook, Google) in

connection with MTV Promotions. Where such disclosure is made to a third party, then the privacy policy of such third party handling the personal information shall apply and the handling of the entrant's information by such third party shall no longer be the responsibility of the Organizer.

21. Entrants have a right to access, correct and have their personal data deleted from the Organizer's database. Entrants can exercise this right by sending a written request to Sg.DPO@vimn.com via email, or you may contact us via regular mail at:

MTV Asia Data Protection Officer
c/o MTV Asia,
151 Lorong Chuan
#03-08 New Tech Park (Lobby H),
Singapore 556741

For more information, please consult the Organizer's privacy policy at: <http://www.mtv.com/info/privacy-policy>.

22. No waiver of any rights by the Organizer or any entrant will be taken as a waiver of any other rights it may have. For example, if the Organizer waives their right to object to a particular breach of the Terms and conditions by one entrant, it does not prevent the Organizer from objecting to any other breaches by that entrant or any other entrant.
23. The Terms and conditions shall be governed by and construed in accordance with the laws of Singapore, save for the Contracts (Rights of Third Parties) Act. (Cap. 53B) which is expressly excluded from application.
24. In the event of any inconsistency between the Terms and any advertising, publicity and other materials relating to or in connection with the Contest, the Terms shall prevail. In the event of any inconsistency between these Terms and Conditions and the Contest Details, the Contest Details shall prevail.
25. The Organizer reserves the right to terminate the Contest or to modify the Contest rules and Terms prior to the Closing Date by amending the rules and Terms hereof at its sole and absolute discretion. Any such modifications shall be notified via the Contest Site, and such modifications shall be immediately effective and apply to all entries, including entries that have been submitted to the Organizer.

© 2017 Viacom. All Rights Reserved.