

SUPER SPONTAN XTRAVAGANZA 2018 SMS & ONLINE VOTING

TERMS AND CONDITIONS

SUPER SPONTAN XTRAVAGANZA SMS VOTING ("Voting") is organized by Measat Broadcast Network Systems Sdn Bhd ("Astro") for viewers of the Astro service to vote for their favourite group or contestants in the programme entitled "Super Spontan Xtravaganza" ("Programme").

1. General Information

Super Spontan Xtravaganza is a reality competition show which is currently broadcast on the Astro Warna Channel & Warna HD (or any other channel as determined by Astro in its sole and absolute discretion) whereby selected participants, either as individuals or in groups ("Contestants"), will compete to become the winner. Each week during the season, the Contestants will be split into groups and will compete against each other by performing "improve" comedy sketches and the public will be allowed to vote for their favourite group.

a) For weekly game

The winning team for each week will be determined based on the highest votes received combination of SMS received and Online Voting (50%) and Professional Jury (50%) **scores**. In the event of a tie, **the winner of the week** will be decided by the professional jury. The losing team will have to nominate one (1) of their team member for elimination. Voting will be open to 2 groups (Sotong Kangkung & Lobster Leleh).

2. The Voting Mechanics and Eligibility

- The Voting is open to subscribers of prepaid and post-paid services of Maxis, Digi, Celcom and UMobile providing Short Messaging System ("SMS") services in Malaysia ("Voters").
- **Voting for weekly will start every Friday during live show at 10.00PM-11.30PM** or such other time as may be determined by Astro ("Voting Period") at its sole discretion.
- The winner will be determined by SMS & Online voting from the public and Professional Jury. In the event of a tie, **the winner of the week** will be decided by the professional jury.
- There will be two (2) methods for Voters to submit their votes which are via Short Messaging System (*SMS) & Online
- SMS Voting Mechanics:

(a) **Single Vote**

To submit **1 vote**, Voters must key in **SS<space> <Group Code>** and send it to 32777.

(b) **Bulk Vote**

For bulk voting comprising of 3, 5, 10 or 20 votes each SMS, Voters must key in one of the following depending on the number of votes the Voters choose to submit:

- (a) **SS3<space> <Group Code>** and send it to 32777 for 3 votes.
- (b) **SS5<space> <Group Code>** and send it to 32777 for 5 votes.
- (c) **SS10<space> <Group Code>** and send it to 32777 for 10 votes.
- (d) **SS20<space> <Group Code>** and send it to 32777 for 20 votes.

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- Online Voting Mechanics
 - People can cast their vote using SSO Login once a day (daily) . each submission will entitled of 5 votes.
 - To submit the vote, log into www.superspontan.com.my
 - Online voting is open to all user that can access to www.superspontan.com.my

3. Charges

- (a) To cast one (1) vote in one (1) SMS, voters will be subject to a premium charge of RM0.50 (0% GST) and Mobile Operator charges from Voter's standard telecommunication service provider.
- (b) If a SMS sent is not valid, the Voter will be notified by his/her telecommunications service provider via SMS. Every failed notification SMS will be charged based on the Voter's standard telecommunications service provider charges and the voting charges.
- (c) Voters shall be solely responsible for all charges and costs incurred as a result of his/her participation in the Voting including (without limitation) all charges imposed by the Voter's telecommunications service provider.
- (d) For the avoidance of doubt, charges will be imposed on **each vote** sent and not per SMS. For example, if a Voter submits a "SS3" SMS, he/she will be charged for three (3) votes.
- (e) Voters shall be solely responsible for all charges and costs incurred as a result of his/her participation in the Voting including (without limitation) all charges imposed by the Voter's telecommunications service provider.
- (f) Voters are not charged for Online Voting service. However, Voters are responsible for own Telco and/or service providers' charges for their mobile, internet or data access incurred as a result of their use of the Service, if applicable. By taking part in any of the Service, Voters agree their votes will be subject to Telco charges as charged by their mobile phone operator.

4. Voting Entries

- (a) Each vote shall be deemed as a voting entry by the Voter ("**Voting Entry**").
- (b) Voters can send in as many Voting Entries as they wish.
- (c) Voters must ensure that their Voting Entries are complete and accurate. Astro shall have the right to disqualify Voting Entries which are incomplete, invalid or not made in accordance with the Terms and Conditions herein.
- (d) Voters under the age of eighteen (18) must seek parental and/or guardian approval before participating in the Voting. Astro considers it the responsibility of parents and/or guardian to monitor their children's (who are below the requisite age) participation in this Voting.
- (e) Where applicable, Voters must obtain consent from the telecommunications service Bill Payers before participating in the Voting. Payment shall be made irrespective of whether such SMS/votes were authorised by the Bill Payer. For the purposes herein, the term "Bill Payer" shall mean the individual, company or entity specified in the registration or

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subscription form whose application for the relevant telecommunication service has been approved and accepted by the telecommunication service provider it subscribes to. Astro will not entertain any complaints (whether made orally or in writing) concerning such unauthorized SMS/votes made by Voters.

5. Proof of Receipt

- (a) Proof of Voting Entry sent by a Voter does not constitute proof that the Voting Entry was received by Astro.

6. Use of Mobile Numbers

- (a) Astro and/or its affiliates reserve the right to send SMS messages to the Voters' mobile phone numbers containing information and/or promotional activities.
- (b) If a Voter does not wish to receive such SMS messages the Voter is required to call and inform Astro accordingly by calling Astro's call centre at 03-9543 3838.

7. Adherence to Voting Terms and Conditions

- (a) All Voters shall be required to adhere to these Voting Terms and Conditions including any changes made thereto.

8. Variation to the Terms and Conditions

- (a) Astro reserves the right to change, amend, delete or add to these Voting Terms and Conditions without prior notice at any time and the Voters shall be bound to such changes.

9. Exclusion of Liability

Astro shall not be responsible or liable for:

- (a) any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in receiving and sending a SMS as a result of any network, telecommunication or system error, interruption and/or failure experienced by the Voter's telecommunication service provider and/or by Astro and/or resulting from participation in the Voting howsoever arising. In the event of such error, interruption and/or failure, Astro shall not be responsible or liable for any failure by any Voter to participate in the Voting at any time;
- (b) any problem, damage or loss of whatsoever nature suffered by the Voters, or their authorised representatives resulting from their participation in the Voting;
- (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, destruction, alteration of or unauthorized Voting Entries howsoever arising (including without limitation as a result of server malfunctions, virus, bugs, human or technical error or other causes outside its control); and
- (d) any other errors, acts or omissions whatsoever by the participating telecommunication service providers of the Voting.

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10. Disqualification

- (a) Without prejudice to any rights which Astro may have in law, Astro reserves the right at its sole discretion to disqualify any Vote that it determines to be tampering with the entry process or the operation of the Voting, to be acting in breach or potential breach of these Voting Terms and Conditions.

11. Suspension

- (a) Astro further reserves the right to cancel, terminate, modify, suspend or delay the Voting in the event of unforeseen circumstances beyond its reasonable control or for any reasons whatsoever at the sole and absolute discretion of Astro.

12. Governing Law

- (a) These Voting Terms and Conditions shall be construed, governed and interpreted in accordance with the laws of Malaysia.

13. Astro's Decision

- (a) All decisions made by Astro pertaining to all aspects of the Voting including without limitation the process and manner the votes are counted and vote results shall be final and no correspondence shall be entertained.

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