

## "GUA ADA TALENT" TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") relate to your application to participate in a talent search competition that may be filmed in a series of video episodes provisionally entitled "GUA ADA TALENT" (the "Program") which SEVEN HILLS TOP SDN BHD ("7hills") is the producer and organizer (the "Producer"). The information given by you (the "Applicant") in your application may be used in the Program should you be selected. You are deemed to have read and agreed to this Terms and Conditions upon filling in the application form ("Application Form") and shall adhere to the Terms and Conditions throughout your involvement in the Program.

The term "Applicant" and "Contestant" shall collectively be referred to as the "Applicant".

### 1. THE PROGRAM

#### 1.1 Introduction

The Program is designed as a talent competition called GUA ADA TALENT which will be published by the selected media platform(s) ("Platform"). The Producer reserves the right to alter, modify, change or amend the format of the Program at any time during the running of the Program without notice to the Applicant.

#### 1.2 Program Phases

The Program shall be run in phases ("Phase") where Applicants may be required to undergo a series of interviews, trials, auditions, photo/video shoots and/or talent test ("Activities") as set and determined by the Producer for each and every Phase.

Each Applicant shall be screened and selected based on the Producer's judging and selection criteria. Only successful Applicants will be allowed to proceed to the next Phase based on the outcome of the Producer's judging and selection criteria.

The Phases are as follows:

- a. Phase 1 – Registration
- b. Phase 2 – Video Audition
- c. Phase 3 – Heats Competition
- d. Phase 4 – Final Competition

Producer reserves the sole right to change, amend, add, delete or modify each Phases and the activities in them without any prior notice to the Applicant.

The Producer's decision in selecting the Applicants to go to each of the Phases as provided above shall be final and conclusive and the Producer shall not entertain any appeals from the Applicant.

### 2. THE PRIZES & JUDGING

#### 2.1 The prizes for the Program shall be ("Prize"):

Champion – products/vouchers worth RM2000  
2<sup>nd</sup> Place – products/vouchers worth RM1500

3<sup>rd</sup> Place – products/vouchers worth RM1000

The Producer reserves the right, in its absolute discretion, to determine, to offer or to substitute the prizes at the same value or higher. All prizes are non-refundable, non-transferable and non-exchangeable for cash.

2.2 Judges' score sheets and comments will not be revealed to the Applicant.

2.3 Contestants, and their parents, families, friends, teachers and associates are strictly prohibited from harassing the judges, the Producer, the competition committee, the sponsors, the staff of the Producer and/or the production crew.

### 3. ELIGIBILITY

3.1 The following are the criteria in becoming an Applicant. Applications that do not conform to the criteria shall be rejected summarily and the Producer shall not entertain any appeal nor be obliged to inform those whose applications have been rejected.

- a). Open to citizens of Malaysia
- b). All ages. Applicants who are below 18 years old must obtain the permission of their guardians.
- c). Not engaging in any criminal or immoral activities that brings disrepute to the Producer and/or the Program. Can be dismissed with producer's discretion;
- d). Has no criminal records, charge or any impending court trial or proceeding;
- e). At the time of application and throughout the Program, Applicant must be free from any form of talent or advertising agreement, contract or engagement and not be represented by any form of talent, artist, modeling or advertising management, agent or consultant.
- f). Completed payment of the application fee, when required.

3.2 Employees of the Producer, Broadcaster, including partners and sponsors of the Program and their immediate family members or employees and immediate family members of the sponsors and/or promoters in respect of the Program are not eligible to participate in the Program/Competition. For the avoidance of doubt, immediate family members mean spouse, children, parents, brothers and sisters.

### 4. APPLICANT'S ACKNOWLEDGEMENTS AND UNDERTAKINGS

4.1 Upon applying to become a contestant in the Program the Applicant hereby acknowledge and agree that the Applicant has read these terms and conditions and agree to abide by the rules, regulations, terms and conditions for this Program as determined by the Producer (the "Rules") and the Applicant further acknowledges

that the Rules may be changed (including without limitation verbally) at any time by the Producer in their sole discretion. The Producers' decisions regarding any and all elements of the application and judging process and the Program shall be final and binding.

- 4.2 The Applicant further acknowledge that the Applicant shall bear all expenses and cost in applying for, participating and/or contesting in the Program including their meals, transportation, accommodation, instructors' fees, training costs, costume, makeup, hairstyling and preparation costs, and releases the Producer, partners, sponsors and Broadcaster of the Program from any claim, expenses or damages borne or suffered by the Applicant whatsoever throughout the Applicant's application, participation and/or involvement in the Program.
- 4.3 The Applicant hereby undertakes to adhere, comply and follow any instruction, directive, schedule, deadline and/or decision as given by the Producer or any person or party authorized by the Producer during the running of the Program.
- 4.4 The Applicant hereby agrees to adhere to the Costume Rules and that the Producer may have the right to decide on how the Applicant personality shall be portrayed on stage and media platform and in particular how the Applicant shall dress, make-up, wear the hair or hairstyle and the Applicant shall maintain such appearance and not allow any changes to the same except under instructions by the Producer.
- Costume Rules:
- 4.4.1 The judges or the Producer have the right to stop the performance or disqualify the contestant due to a wardrobe malfunction, e.g. garment not securely fastened, straps break, pants split, that may occur accidentally or intentionally, to avoid inappropriate exposure on the public stage.
- 4.4.2 No risqué, sheer, sexually provocative or lingerie-looking attire is allowed. Appropriate undergarments must be worn during all performances.
- 4.5 The Applicant hereby agrees to conduct himself/herself with propriety and dignity, and to do nothing on an engagement or otherwise that may tend to injure the reputation and goodwill of the Producer, nor to do any act or thing which impairs the Applicant capacity to at all times to fully comply with the terms of this agreement, which impairs the Applicant physical or mental qualities and abilities including lying, alcohol/drug consumption, smoking, bullying, extortion, fighting, using profanity, behaving in an abusive manner, and which may disrupt or jeopardize the event and competition. The Producer or any of the event organizers reserve the right to take any security actions.
- 4.6 Upon and if being shortlisted or accepted as a Contestant, the Applicant undertakes to apply at the Applicant's own cost and initiative, any leave from the Applicant's employer, institution or organization to ensure the Applicant's full

participation and on time attendance in the Program. Failure to do so will result in the Producer rejecting the Applicant's application or cancelling the Applicant's participation or entry in the Program.

- 4.7 Notwithstanding Clause 4.4 above and upon being selected to participate as a Contestant at any stage of the Program, the Applicant hereby undertakes not to engage, solicit or enter into any form of arrangement or contract with any third party/individual during the running of the Program, including securing talent representation, talent job, and/or sponsorship. In addition, the Applicant shall not pay nor offer payment, nor agree to any requests for payment in order to affect or change the judges' results in their favour. Such actions may be assumed to be bribery and the Producer reserves the right to terminate the Applicant and the parties involved and to take any necessary action to maintain the good reputation of the Producer, the event and the sponsors.
- 4.8 The Applicant hereby grants the Applicant's irrevocable consent to allow the Producer to use the Applicant's submitted photos/videos, and to shoot, capture, record any photograph, audio and/or visual content of the Applicant during the Applicant's participation throughout the Program.
- 4.9 The Applicant hereby agree that any material or content including but not limited to any photograph, audio or visual of the Applicant captured, recorded or obtained by the Producer or any party during the running of the Program shall be the exclusive intellectual property of the Producer at no cost or royalty payment whatsoever to the Applicant and shall be at the sole discretion and disposal of the Producer on the use, publishing or marketing of the same perpetually.
- 4.10 The Applicant hereby irrevocably agrees and undertakes to enter into further discussions for agreements or contracts or jobs which may be offered without obligation by the Producer within the Producer's discretion, upon being shortlisted and/or selected to contest in any phase or part of the Program and further agree to abide by the terms therein.
- 4.11 The Applicant agrees that whilst every reasonable precaution will be taken by the Producer to ensure the participants' safety, participants enter the Program and competition at their own risk and the Producer will not be responsible or held liable for any injury or death howsoever arising from training for or during participation in the Competition. Participants are strongly encouraged to go for medical examination and/or consult their medical practitioner.

## 5. APPLICATION

- 5.1 The application to become a contestant in the Program shall be made by the Applicant filling in the Application Form during Phase 1 by providing true, correct and accurate data of the Applicant. The Producer may require the

Applicant to provide additional information not requested in the Application Form or supporting documents and the Applicant shall provide and produce the same upon request. If the Producer finds any of the Applicant's information is incorrect or untrue, the Producer is at liberty to reject the Applicant.

5.2 The Producer may in its sole discretion include additional methods of application at any time and the closing dates for such methods will be as stated in the relevant promotion or advertisement.

5.3 This Terms and Conditions may also be available in other languages version and published in the Program's website or Apps. If there is any conflict between this Terms and Conditions and any instructions or directives in the other language version, the Program's website, Apps or any other media, this Terms and Conditions shall apply.

5.4 The Producer, their agents and sub-contractors do not accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any mode of applications, telephone network or line, system, server, provider or otherwise which may result in any messages or applications not being properly received, heard or recorded.

5.5 The completion or receipt of an application does not guarantee that an applicant will receive an audition or participate in the Program.

## 6. NON DISCLOSURE AND CONFIDENTIALITY

6.1 The Applicant agrees to treat all terms and conditions of this Registration Form and all information and knowledge obtained by the Applicant in relation to and/or in connection with the Program and/or derived as a result of the Applicant's participation in the same ("Confidential Information"), as confidential and the Applicant agrees during and after the Program period to take all reasonable precautions to prevent disclosures of the Confidential Information to unauthorized persons or entities for any reason whatsoever.

6.2 Participants agree that 7hills may disclose the personal information provided by the Participants under the Registration Form to its affiliates, employees, agents and contractors in relation to organization of the Competition and for the production, exploitation and publicity of the Program.

## 7. ENDORSEMENT

7.1 The Applicant represents and agrees that she has not accepted and shall not accept endorsements from any third parties any monies, service, product or other valuable consideration for the inclusion of any "plug", reference, product identification and/or any other matter in the Program without the prior written consent from the Producer.

## 8. GOVERNING LAW

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

## 9. DISQUALIFICATION

9.1 The Producer reserves the right at its sole discretion to immediately disqualify the Applicant if the Producer is of the opinion that the Applicant is tampering with the entry process, the operation of the Program and/or to be acting in breach or potential breach of these terms and conditions.

## 10. CANCELLATION OR SUSPENSION

10.1 The Producer may cancel, terminate, modify, suspend or delay the Program at any time for any reasons whatsoever at its sole and absolute discretion in which case, the Producer may elect not to proceed with the production of the Program. Such termination or suspension shall not give rise to any claim by the Applicant. If the Producer resumes the production of the Program, the Applicant shall abide by the Producer's decision regarding resumption of the Program.

## 11. LIABILITY & INDEMNITY

11.1 The Applicant agrees to indemnify, defend and hold harmless the Producer, its partners, broadcaster, sponsors, affiliates and their respective officers, directors, employees and agents, as well as the individual judges, from and against any claim or cause of action arising out of the Applicant's participation in the Program, including without limitation any charges, claims, damages, costs, judgments, decrees, expenses (including, without limitation, reasonable legal fees), penalties and liabilities of any kind or nature whatsoever which may be sustained or suffered or secured against the Producer or any of its subsidiaries, affiliates, agents, officers, employees or assignees by reason of, based upon, related to or arising out of a breach by the Applicant or in the exercise or attempted exercise of any rights granted herein to the Producer or by reason of any claims, actions or proceedings asserted or instituted relating to or growing out of any breach or failure or claim of breach or failure of any covenants, agreements, warranties and representations made by the Applicant under any provisions herein. The Applicant where permitted by law, waives all claims and further agrees that the Producer shall be exempted and excluded from any and all liabilities, under contract law and/or any other provisions of law for any injuries, damages and/or losses suffered by the Applicant in order to participate in the Program.