

#CutiStyle Contest Terms and Conditions

Organiser and Eligibility

1. This TUNE PROTECT TRAVEL INSURANCE BY AIRASIA #CUTISTYLE CONTEST ["Contest"] is organized by Tune Insurance Malaysia Berhad ["the Organiser"] and is open to all Malaysian residents with valid identification documents residing in Malaysia, aged eighteen (18) years and above as of 18 July 2016.

2. The following group of persons shall not be eligible to participate in this Contest:-

[a] Employees of the Organiser [including its affiliates and related companies] and their immediate family members [spouses, children, parents, siblings and their spouses]; and/or;

[b] Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser [including its affiliates and related companies], and their immediate family members [spouses, children, parents, siblings and their spouses] and

[c] Any other person not eligible as determined by the Organiser

Duration

1. This Contest will run from 25th July 2016 at "00:00:01" to 25th August 2016 at "23:59:59" ["the Contest Period"].

The Organiser reserves its right to change, postpone, reschedule or extend the Contest Period at its own discretion without having to provide any notice and/or reason whatsoever. All entries received outside the Contest Period will be disqualified.

Contest Mechanism

1. To participate in this Contest, participants are required to complete the following criteria ["Contest Criteria"]:

a) Complete the #CutiStyle quiz on Tune Protect's Facebook OR Campaign Microsite (cutistyle.tuneprotect.com)

b) Complete the form with participants contact information.

c) Submit a #CutiStyle Story to Tune Protect via Facebook or Microsite (cutistyle.tuneprotect.com)

2. Each participant may submit multiple entries during the Contest Period but is eligible to win only ONE (1) prize.

3. In order to participate in this Contest, each entry submitted must first complete the #CutiStyle quiz followed by the submission of a #CutiStyle story and other criteria set by the Organiser.

Prizes

1. Breakdown of prizes as listed below:

Grand Prize (X1) worth up to RM8,000

2 (TWO) X AirAsia return flights to Auckland with 20KG check-in baggage and Tune Protect Travel Insurance by AirAsia coverage

Tune Protect Travel Insurance by AirAsia coverage

1 (ONE) X American Tourister medium size hard case travel luggage and Tune Protect merchandise

2nd Prize (X1) worth up to RM3,000

2 (TWO) X AirAsia return flights to Hong Kong with 20KG check-in baggage and Tune Protect Travel Insurance by AirAsia coverage

1 (ONE) American Tourister medium size hard case travel luggage and Tune Protect merchandise

3rd Prize (X1) worth up to RM 1,500

2 (TWO) X AirAsia return flights to Bangkok with 20KG check-in baggage and Tune Protect Travel Insurance by AirAsia coverage

1 (ONE) 1 American Tourister medium size hard case travel luggage and Tune Protect merchandise

Consolation Prize (X10)

Tune Protect Merchandise

2. Collection of the prizes will be from 1st September – 30th November 2016, from 10am to 5pm, at Level 9, Wisma Tune, Jalan Dungun, Bukit Damansara, 50490 Kuala Lumpur. Winners need to present their MyKad and fulfill the requisite formalities as advised by the Organiser prior to collection of prizes. Representatives may be sent to collect winning prizes but winners must provide written authorization letter for representatives duly signed to collect the prizes.

3. The AirAsia return flight tickets is subject to the Terms and Conditions as stated by AirAsia, and traveling period set by the Organizer. The Organiser assumes no liability whatsoever in relation to the prizes provided and shall not be held responsible for any injuries, loss or damages incurred during the trip.

4. All prizes are not transferable and/or exchangeable.

5. The Organiser reserves the right to amend or replace any of the prizes with equal value without prior notice.

Selection of Winners

1. The judging criteria (“Judging Criteria”) of this Contest are among others:

a) Creativity

- Creativity and the uniqueness of the #CutiStyle story submitted.

b) Originality

- Copying other participants’ story or reproducing content from other sources shall result in disqualification.

c) Completeness

- Participants must complete the #CutiStyle quiz through Facebook or Campaign Microsite
- Participants must submit a #CutiStyle story through Facebook or Campaign Microsite

d) Relevancy

- The caption submitted must be relevant to the theme of the Contest.

- All entries received by the Organiser during the Contest Period that are in compliance with the Contest Criteria and Judging Criteria [“hereinafter collectively Qualified Entries”], will be compiled into one (1) database.
- Selection of the winners will be done when the Contest has ended and will be judged by the Organiser.
- All winners are required to submit a photocopy of their valid identification document (front and back) to the Organiser within 7 (seven) days of notification from the Organiser or its agent, via email to the email address provided in the said notification.
- Failure or any delay to furnish such documents within the prescribed deadline, for whatever reasons, will result in cancellation of the prize.

Prizes Redemption

1. All prizes must be claimed before 30th November 2016. All unclaimed prizes will be forfeited. The Organiser shall not be held liable in the event of non-receipt or delay in receiving notification concerning the results of this Contest.

2. The Organiser shall not be held responsible for any non-receipt of submissions to redeem the prize for any reason whatsoever. Forfeited prizes will not be replaced.

3. The Organiser at its absolute discretion may substitute any of the prizes with that of similar value, at any time without prior notice. . All prizes are not exchangeable for cash, credit, other items or voucher, in part or in full.

Liability and Responsibility

1. The Organiser shall not be held responsible for any damage and/or loss whether direct or indirect including but not limited to any form of claims, accidents, death, injuries on trip, flight delays, travel inconveniences resulting from the participant's participation in the course of this Contest. Standard Tune Protect Travel Insurance by AirAsia benefits apply to the respective trips of each winner.

2. Participants shall bear all costs incurred to participate in this Contest and to redeem any prize awarded.

3. The Organiser shall not be held responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet and/or websites.

4. Participants also agree that the Organiser shall not be held responsible or liable for any delay, injury or damage to the participant's and/or any third party's computer, computer system or apparatus relating to or resulting from the access to, participation in this Contest, including the playing, downloading of any materials or information from the Tune Protect Facebook Page and in connection with this Contest, including without limitation any server failure, lost, delayed or corrupted data or other malfunction.

5. The TUNE PROTECT #CUTISTYLE CONTEST is provided on an "as is" basis and, except as otherwise prohibited by applicable law, the Organiser expressly disclaim any warranty of any kind, including, but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement (if applicable). The Organiser cannot guarantee and do not promise any specific results from use of the Tune Protect Facebook Page. No advice or information, whether oral or written, obtained by you from us, or from or through the Tune Protect Facebook Page shall create any warranty not expressly stated herein.

6. The Organiser shall not be held liable or responsible for any delay and/or failure in the receipt of entry due to the inability of the respective Internet Service Provider [ISP] company and/or telecommunication network to provide timely and/or efficient internet and/or telecommunication services.

Rights of the Organiser

1. By submitting your entries for this Contest, all participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organiser. The Organiser shall have the exclusive and unlimited rights to use, edit, modify and publish the entry submitted by all the participants, publish the names of the participants, in any way it deems fit for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the participants and the participants shall not claim ownership or any payment or compensation on the materials. For the avoidance of doubt, the submissions will not be edited for judging purposes.

2. The Organiser reserves the right to modify, suspend or cancel this Contest in the event that it becomes not capable of proceeding as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.

3. The Organiser reserves the right at its sole discretion, to disqualify any participant who is found or suspected of tampering with the Contest submission process, the operation of this Contest or to be in violation of the Conditions when accessing of the Tune Protect Facebook page. The Organiser reserves the right to remove the Tune Protect Facebook Page member account of any person who it reasonably suspects has violated or infringed any of these general terms and conditions and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this online Contest, the Contest submission process and/or the Tune Protect Facebook Page.

Other Terms and Conditions

1. All entries submitted must be original and shall not breach any intellectual property rights belonging to any party. The participants shall not pose, distribute, reproduce or submit in any way whatsoever, any materials containing any other party's intellectual property rights, including but not limited to copyrights, or other proprietary information owned by another party without obtaining the prior written consent of the owner of such intellectual property rights or proprietary information. If you believe that your work has been copied and posted in a way that constitutes an intellectual property infringement, please contact the Organiser at marketing@tuneprotect.com.

2. The Organiser at its sole discretion, reserves the right to modify this Terms and Conditions without any prior notice, for the smooth running of the Contest.
3. This Terms and Conditions is prepared in the English language only.
4. Only entries in English and Bahasa Malaysia language will be accepted
5. . The judges' decisions are final and any correspondence thereon will not be entertained.
6. By participating in this Contest, participants agree to be bound by this Contest Terms and Conditions, and the decisions of the Organiser shall be deemed final and conclusive.

Prohibited Content

1. Below is a list of content that is illegal or prohibited to be posted on the Tune Protect Facebook Page. Posting of any of these contents by the participant may, in the Organiser's sole discretion, result in removal from the Tune Protect Facebook Page apart from the disqualification of participation. In addition, the Organiser reserves the right to investigate and take appropriate legal action, in its sole discretion, against anyone who violates this provision, including but not limited to, removing the offending communication from the Tune Protect Facebook Page and Tune Protect corporate website and reporting such violators to the appropriate legal authorities. Prohibited content includes, but is not limited to, contents which, in the Organiser's sole judgment:-

- is offensive to the online community, such as content that promotes racism, political and/or religious agendas, whether provocative or otherwise, any form of seditious content, violence, foul language, bigotry, hatred or physical harm of any kind against any group or individual;
- contents that are insensitive and / or offensive to religious practices.
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters," "spam," or any other unsolicited mass mailing, e-mailing, or other forms of communication providing links for the transmission of computer viruses;
- includes any information that [1] the participant knows is false or misleading, [2] promotes illegal and / or unlawful activities or conduct that is abusive, or threatening or [3] is indecent, vulgar or, obscene, in nature, or [4] scandalous, defamatory, or libelous;
- constitutes or includes any illegal or unauthorized copy of another person's copyrighted or copyrightable work, including, but not limited to, [1] pirated computer programs or links to them, [2] information which circumvents manufacturer-installed copy-protect devices, [3] copyrighted materials or links to copyrighted files.

Data Protection

1. By participating in the Contest, the participant consents to the Organiser to process the participant's personal data provided in the entry form for the purposes of the Contest including without limitation to use for any promotional and/or advertising materials.

2. At times the Organiser may retain any authorized third parties to process the participant's personal details. In such circumstance, all such third parties are contractually obliged not to use the participant's personal data in any way other than that which is specified herein.

3. Amongst others, it is the participant's rights to:

(a) withdraw their consent to the use of their personal detail at any time by contacting the Organiser at [**marketing@tuneprotect.com**](mailto:marketing@tuneprotect.com) and providing the Organiser with the participant's name and email address so that the Organiser may remove it.

(b) obtain a copy of the personal data which the Organiser holds about the participant [the Organiser reserves the right to charge any fee incurred in to exercise this right].

(c) to correct any personal data that the Organiser holds about the participant that is incorrect.

4. If a participant wishes to raise any data protection issue with the Organiser, or exercise any of his and/or her legal rights, please contact the Organiser at [**marketing@tuneprotect.com**](mailto:marketing@tuneprotect.com).

5. The Organiser takes reasonable precautions to keep the participant's personal data secure, and require third party data processors to do the same. Please note, however, that the Organiser may release the participant's personal data if required to do so by law, or by search warrant, subpoena or court order.

Governing Law

1. This Contest is governed by the laws of Malaysia.