

## **INTERNATIONAL SUPERMODEL CONTEST MALAYSIA: STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions, together with any specific Contest/Promotion terms (collectively “these Terms and Conditions”), govern the International Supermodel Contest Malaysia (the “Contest”). By participating, each Participant acknowledges they have read, understood, and agreed to be bound by these Terms and Conditions.

**1. The Organiser** The Organiser of the Contest is **Sunway College DK265-01(W) 200401015440 (653943-A) SST No: B16-1902-22100106**, trading as International Supermodel Contest Malaysia (the “Organiser”).

### **2. Eligibility**

- **Nationality:** The Contest is open to all Malaysian citizens or Permanent Residents.
- **Age:** Unless otherwise prescribed in the specific Contest details, Participants must be at least [Insert Minimum Age, e.g., eighteen (18)] years of age as at the commencement date. Participants under eighteen (18) years of age (if permitted by specific contest rules) must obtain written parental or legal guardian consent in the form prescribed by the Organiser.
- **Status:** Participants must be of good character, must not have a criminal record, and must not be under any exclusive modelling, talent, or management contract with any third party that would prevent them from fulfilling their obligations to the Organiser.

**3. Contest Period** The Contest shall run strictly in accordance with the stipulated timeframe as stated in the specific Contest/Promotion terms and conditions. The Organiser reserves the right to amend the duration or schedule at its sole discretion.

**4. Ineligibility** Employees of the Organiser (including their immediate families), its respective divisions, affiliates, authorised dealers/distributors, agents, sponsors of the Prize(s), and any other company professionally connected with this Contest shall not be eligible to participate. Participants are responsible for ensuring their entry and/or acceptance of the Prize(s) do not contravene any local laws.

**5. Entry Validity and Verification** All personal details submitted must be true, accurate, and complete. The Organiser reserves the right, at any time, to verify the validity of entries and Participants. The Organiser may disqualify any entry not submitted in accordance with these Terms and Conditions or any Participant who tampers with the entry process.

**6. Disqualification** Any entry which is incomplete, indecipherable, illegible, incorrect, or violates these Terms and Conditions will automatically be disqualified. Entries

received after the stipulated Contest period will be disqualified. The Organiser reserves the right to reject or disqualify any entry without giving any reason or cause and without any liability or compensation.

**7. Technical Liability** The Organiser will not accept any responsibility for entries lost, delayed, misdirected, damaged, or undelivered. The Organiser shall not be responsible for technical errors in telecommunications networks, servers, internet access, or any other technical failure preventing entry to the Contest.

**8. Finality of Decisions** The Organiser's decision on all matters relating to the Contest, including the selection of finalists and winners, is final and binding. No correspondence (verbal or written) will be entertained. Selected contestants will be notified via email, telephone, or as deemed appropriate by the Organiser.

### **9. International Finals and Travel**

- **Advancement:** Winners or selected finalists of the Malaysia edition may be required to travel and compete in the International Grand Finals held at an overseas location to be determined by the Global Organisers.
- **Documentation:** The Winner(s) and any authorised travel companion(s) must possess valid travel documentation, including but not limited to a passport with at least six (6) months' validity and any required visas or travel permits prior to departure. Failure to secure these will result in the forfeiture of the Prize.
- **Conduct:** The Winner(s) shall act in a professional, responsible, and legitimate manner during the trip. The Organiser shall not be responsible for any illegal activities or behaviour which breaches the laws of any visiting countries.

**10. Prizes and Substitutions** Prizes are non-refundable, non-transferable, and non-exchangeable for cash, credit, or other items. Prizes not redeemed during the validity period will be forfeited. The Organiser reserves the right to substitute any prize with one of similar value, with or without notice. The Organiser reserves the right to deal with any unclaimed Prize in any manner it deems fit.

**11. Termination and Suspension** The Organiser may terminate or suspend the Contest at any time at its absolute discretion, in which case the Organiser may elect not to award any Prize(s). Such termination or suspension will not give rise to any claim by the Participants.

**12. Media, Publicity, and Intellectual Property** Participation in the Contest and/or acceptance of the Prize(s) constitutes consent for the Organiser to use the Participant's name, image, video footage, voices, and/or likeness for editorial, advertising, promotional, and marketing purposes. This grant is irrevocable, worldwide, and royalty-free for an unlimited period of time, except where prohibited by law. The Organiser shall be the sole and exclusive owner of all intellectual property rights, including copyright, in

all photographs, videos, and recordings made during the Contest. To the fullest extent permitted by law, the Participant waives all moral rights in such materials.

**13. Personal Data Protection (PDPA)** The Organiser will treat all personal data as confidential in accordance with the Organiser's Privacy Policy and the Personal Data Protection Act 2010. By entering, Participants explicitly consent to the Organiser processing their personal data and sharing their data with international partners and overseas organisers for the purposes of the International Grand Finals and travel logistics. Participants may withdraw their consent or request access to their data by contacting the Organiser at [augustinew@sunway.edu.my](mailto:augustinew@sunway.edu.my), noting that withdrawal of consent may result in disqualification.

**14. Release and Indemnity** Acceptance of any Prize(s) shall constitute a release and discharge of the Organiser from any and all warranty, liability, claims, and damages arising out of: (i) The Contest/Promotion; (ii) Personal injury, property damage, theft, or loss suffered as a result of the use or enjoyment of the Prize(s), except for death or personal injury caused by the negligence of the Organiser.

**15. Limitation of Liability** The Organiser and its affiliates shall not be liable for any loss or damage (indirect or consequential) suffered by any participant. The Organiser shall not be held liable for any failure to perform obligations caused by circumstances beyond its reasonable control, including but not limited to war, terrorist action, strikes, civil commotions, accidents, fire, flood, natural catastrophes, or changes in international travel regulations.

**16. Amendments and Inconsistency** The Organiser reserves the right to amend, modify, or delete any of the Terms and Conditions at any time. In the event of any inconsistency between these Terms and Conditions and any advertising or promotional materials, these Terms and Conditions shall prevail.

**17. Governing Law** These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia, and the parties submit to the exclusive jurisdiction of the Malaysian courts.

**18. Severability** If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by any court or competent authority, such provision shall be severed and the remaining provisions shall continue in full force and effect.

**19. Language** In the event of any inconsistency between the English version of these Terms and Conditions and any translation thereof, the English version shall prevail.