

# DISNEY+ HOTSTAR ANNUAL PLAN SUBSCRIBERS MOVIE PASS GIVEAWAY CONTEST

## OFFICIAL RULES

*Important: Please read these rules ( "Official Rules" ) before entering the Disney+ Hotstar Annual Plan Subscribers Movie Pass Giveaway Contest (the "Contest") to be conducted by The Walt Disney Company (Southeast Asia) Pte. Limited ("Disney"). By participating in the Contest, you agree to be bound by these Official Rules (and any amendments thereof) and represent and warrant that you satisfy all of the eligibility requirements set out herein below.*

### 1. ELIGIBILITY

1.1. Entry to the Contest is open to all residents of Malaysia who are annual plan subscribers of Disney+ Hotstar only. Participants must be above the age of majority and should be aware that a breach of this requirement will result in the participant being disqualified ("Entrants").

1.2. The Contest shall commence at local time 00:00 hours on 3 July 2024 and end at local time 23:59 hours on 24 July 2024 ("Contest Period").

1.3. Directors, officers and employees of Disney or its affiliated companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, associate vendors and immediate families of each are not eligible to register for the Contest.

### 2. HOW AND WHEN TO ENTER

2.1. To enter, you must currently hold an Instagram account ("Account"). If you do not have an Account, you may create one on [www.instagram.com](https://www.instagram.com). Registering on Instagram is free. After you have established your Account, you may enter by doing all of the following: (a) sign in to your Account via the Instagram mobile application on your smartphone or your desktop/laptop ("Application"). Please note that this Contest is only accessible via the Application; (b) answer the question below that will be posted on the official Disney+ Hotstar Malaysia's Instagram account at <https://www.instagram.com/disneyplushotstarmy> ("Official Account"); and (c) submit your answer via direct message (DM) to the Official Account (collectively "Entry").

Question: In no more than 150 words, tell us what your favourite Disney+ Hotstar series is, and why.

2.2. You may not edit your Entry once it has been submitted. Failure to comply will result in the automatic disqualification of the Entry.

2.3. At the end of the Contest Period, fifteen (15) Entries with the most creative answer to the Question will be selected as the winners ("Winner(s)"). The Winners will be contacted via DM with details for claiming their prize.

2.4. Disney has the right to, and shall select, the winning Entries for the Contest in its sole and absolute discretion and no correspondence and/or objection will be entertained. The factors Disney will take into account in selecting the Winners shall include, without limitation, the creativity and originality of the responses and such other factors as Disney deems appropriate in its sole and absolute discretion.

2.5. Entry by any person into the Contest will be taken as acceptance of these Official Rules. Entry by any method other than set forth in this Section 2 are void. Any use of automated or programmed methods of effecting Entry is prohibited.

2.6. The last Entry for the Contest must be submitted to the Official Account before local time 23:59 hours on 24 July 2024. Each Entrant is allowed to submit only one (1) Entry. In the event of more than one (1) Entry received

from the same Entrant, the earliest entry by such Entrant shall qualify for the Contest. In the event that more than one (1) entry is received from an Entrant with similar personal particulars, then the earliest DM from such Entrant shall qualify for the Contest.

2.7. Winners shall complete a prize acceptance form prior to collection or enjoyment of his/her prize. Failure to satisfactorily complete and timely submit the required prize acceptance form will result in the disqualification of the Winner to claim the prize. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Disney+ Hotstar subscription is registered.

2.8. No personal data or anything offensive in nature should be featured in your Entry.

2.9. By participating in the Contest, each Entrant represents and warrants that he/she is not subject to any agreement or arrangement that would interfere with his/her participating in the Contest and is granting all the rights granted under these Official Rules.

2.10. Disney shall not be responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Disney reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Disney shall decide in its absolute and sole discretion which submissions shall be included and posted on the Official Account. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in or downloading any materials from the Contest.

2.11. By entering the Contest, Entrants indemnify Disney, Instagram and each of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from and against any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest. Entrant understands that this Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

### **3. PRIZE**

3.1. The Winners will each receive one (1) Golden Screen Cinemas "Velvet Digital Pass" with a 3-month validity period commencing 31 July 2024, subject to terms and conditions as may be prescribed by Golden Screen Cinemas Sdn Bhd ("**Prize**"). The Prize shall not be sold or transferred for commercial use. All taxes associated with the receipt or use of the Prize is the sole responsibility of the Winner. The Prize is not redeemable for cash or transferable. No substitution allowed except that Disney may, at Disney's sole discretion, substitute a prize of equal or greater value. The Prize cannot be used in conjunction with any other promotion or offer. The Prize will be awarded provided a sufficient number of eligible Entries are received and the Prize is validly claimed by 31 July 2024, after which no alternate winner will be selected, nor the unclaimed Prize awarded.

3.2. Disney reserves the right to request: (i) documentary proof of citizenship, residency, address and/or age of any Winner; (ii) documentary proof of prize/winner notification; and (iii) documentary proof of a valid Disney+ Hotstar subscription before the Prize is awarded.

3.3. To the fullest extent permitted by law, Disney and its associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the Prize details beyond Disney's reasonable control and for any act or default of any third-party supplier.

#### **4. PERSONAL INFORMATION**

4.1. Your participation in this Contest is conditional upon you consenting to The Walt Disney (Southeast Asia) Pte. Limited and its affiliated companies and business units (collectively, "WDSEA Group") collecting, using, disclosing, transferring and processing your personal data for the following purposes: (i) to administer the Contest and choose the winner; and (ii) consumer research, promotional and marketing purposes.

4.2. We may share your personal data with affiliates of the WDSEA Group or with other third parties for administrative and business purposes, or for cross-promotion. This may involve the storage, use, disclosure or other processing, or transfer of your personal data out of Malaysia. Third parties receiving your personal data will be bound by requirements under the Singapore Personal Data Protection Act 2012 and the Malaysia Personal Data Protection Act 2010 in relation to your personal data.

4.3. By participating in this Contest, you consent to the collection, use, disclosure, transfer and processing of your personal data for the purposes listed above.

4.4. If you would like to know more about how we process your personal data, how to withdraw consent or contact our Data Protection Officer, please visit our Privacy Policy available on <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/> and the Supplemental Privacy Policy for Malaysia on <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/supplemental-privacy-policy-for-malaysia/>.

#### **5. DISCLAIMER**

5.1. Disney, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agents 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 (including lost entries, mail delay or loss) in registering for or participating in the Contest as a result of any communication error, interruption, human error and/or failure by Disney and/or any third party;

(b) Any problem, damage or loss of whatsoever nature to any person, resulting from his/her participation in the Contest;

(c) Any error (including without limitation error in notification of eligible Entrants or Prize Winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission; or

(d) Any changes made by Disney or any third party suppliers or sponsors.

5.2. To the fullest extent permitted by law, Disney and its associated companies and agents exclude responsibility and all liabilities arising from any postponement, cancellation, delay or changes to the prize details beyond Disney's reasonable control and for any act or default of any third-party supplier.

#### **6. CONDITIONS OF ENTRY**

6.1. By entering the Contest, each Entrant agrees to be bound by these Official Rules and by decisions of Disney, which are final as to all Contest-related matters.

6.2. Each Entrant agrees that his/her entry to the Contest is subject to, and acknowledges that such Entry shall be wholly compliant and consistent with, Instagram Terms of Use.

6.3. By entering this Contest and/or accepting any Prize you may win, you agree that: [a] you have all rights, permissions and consents necessary to grant the rights to Disney as expressed herein; [b] you will abide by and be bound by the Official Rules and Disney's decision and Privacy Policy; [c] you release and hold harmless Disney, their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "**Releases**") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Prize; participation in the Contest or any Contest-related activity or from any interaction with, or downloading of, computer Contest information; [d] prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) and the Releases do not make any representation, warranty or guarantee, express or implied, relating to the Contest or prize; [e] a Winner's acceptance of any prize constitutes the grant to Disney and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Contest for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Disney's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Disney has the right, in its sole discretion, to modify these Official Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select Winner by such method as Disney in its sole discretion shall consider equitable; [g] the Releases are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: errors in the advertising, Official Rules, selection and announcement of the Winner, and distribution of the prize; [h] any portion of any prize not accepted or used by a Winner will be forfeited; [i] the Releases are not responsible for any inability of a Winner to accept or use a prize (or any portion thereof) for any reason; [j] the Disney has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (i) tampering or attempting to tamper with the entry process or the operation of the Contest or the Application; (ii) violating the Rules; (iii) violating the terms of service, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any Contest property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (v) for any other good cause as determined solely by the Disney; [k] Disney has the right to lock out an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Contest; [l] since any attempt by any individual to damage the Application or undermine the legitimate operation of this Contest or the Application is a violation of these Official Rules as well as criminal and civil laws, and should Disney believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; [m] [Intentionally deleted]; [n] all disputes, claims and causes of action at law or in equity ("Claims") shall be resolved individually, without resort to any form of class action; [o] all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; [p] Disney has the right to modify prize award procedures at its sole discretion; [q] the Releases are not responsible for the cancellation, postponement or unavailability of the prize, and if such occurs, the prize will be substituted with a prize of equal or greater value; [r] the Releases are not responsible for any changes to any Application function that may interfere with the Contest or your ability to timely enter; [s] your decision to enter the Contest constitutes acceptance of Disney's global terms of use found at [Disneytermsofuse.com](http://Disneytermsofuse.com), and [t] Releases are not responsible for any failure of delivery of winner notification.

## 7. COPYRIGHT NOTICE

The Contest and all accompanying materials are copyrighted by Disney. All rights reserved.

## 8. MISCELLANEOUS

- 8.1. Disney reserves the right at any time in its absolute discretion and without prior notice to Entrants:
- (a) to cancel, modify, suspend or delay the Contest;

- (b) to make changes to these Official Rules, whereupon all Entrants shall be bound by the terms and conditions as varied by Disney; or
- (c) to substitute, withdraw or cancel any prize without disclosing any reason therefor and without any payment or compensation whatsoever.

8.2. Entrants agree to be bound by these Official Rules and by the decisions of Disney, which are final and binding in all respects.

8.3. Disney reserves the right at its sole discretion to disqualify any individual that it determines is tampering with the entry process or the operation of the Contest, engaging in any conduct that is detrimental or unfair to Disney, the Contest or any other Entrant, acting in breach or potential breach of these Official Rules and/or Instagram's Terms of Use, or is otherwise ineligible to enter or participate in the Contest. No correspondence and/or objection will be entertained.

8.4. These Official Rules have been prepared in the English language, which language shall govern the interpretation and construction of these Official Rules. Any translation of these Official Rules shall be for reference purposes only, and this English language version shall always prevail in the case of inconsistencies between the English language version and any translation.

## **9. GOVERNING LAW AND JURISDICTION**

9.1. These Official Rules, including any dispute, controversy, proceeding, or claim of whatever nature which may arise out of or in connection with these Official Rules ("**Dispute**") are governed by the laws of Singapore without regard to the conflict of law principle.

9.2. In the event that a Dispute arises, you shall attempt first to resolve such Dispute by writing to customer support at [disneyplus.my@hotstar.com](mailto:disneyplus.my@hotstar.com). If the Dispute is not resolved by following the customer support process within sixty (60) days from raising the Dispute to the customer support then either you or Disney may submit the Dispute to the Singapore International Arbitration Centre ("**SIAC**") for final resolution by arbitration in Singapore in the English language in accordance with the Arbitration Rules of the SIAC in effect as of the date of arbitration, which rules are deemed to be incorporated by reference in this Section. Disney and you shall agree on a single arbitrator by agreement. In the event Disney and you cannot agree on an arbitrator within one (1) month of commencement of the arbitration, a single arbitrator shall be appointed in accordance with the Arbitration Rules of the SIAC. The arbitral award shall be final and binding on Disney and you. You waive any defence of improper venue or inconvenient forum as to any action brought within Singapore.

9.3. These Official Rules are not intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore or otherwise, and no third party shall have any right to enforce any provision of these Official Rules.