

OFFICIAL CONTEST RULES

The following terms and conditions (the “Terms and Conditions”) shall apply to #GalaxyGiveaway ConcertLAH 2023 (the “Contest”). The “Organiser” refers to Galaxy Space Malaysia.

CONTEST PERIOD

1. The Contest will be officially posted on Galaxy Space Malaysia’s Instagram page and the Contest will take place on the Galaxy Space Malaysia’s Instagram page. It will commence on 28 September 2023 at 12:00 hours (GMT+8) and end on 4 October 2023 at 23:59 hours (GMT+8) (both dates inclusive) (“Contest Period”). Only the entries submitted within the Contest Period will be accepted.

2. By entering the Contest, all participants agree to be bound by: a) the Terms and Conditions; and b) prevailing Instagram terms and conditions of use, both of which may be amended from time to time, without notice.

ENTRIES’ CRITERIA AND PARTICIPATION MECHANICS

3. These are the steps to participate in the Contest:

- a. Follow @galaxyspacemy and @sneakerlah on instagram.
- b. Tell us your sneaker of the year and tag 3 friends in the comments.
- c. Share this post on your IG Story and make sure your profile is public.

Only the entries submitted on the Organiser’s Instagram Contest Post’s comment section will be accepted and evaluated. Entries will be evaluated by the Organiser upon the end of the Contest Period. The Organiser will select 3 winners at its option and absolute discretion based on the criteria set out in the Terms and Conditions. The Organiser’s decisions on all matters relating to the Contest (including choice of winners) shall be final and binding on all participants. The Organiser reserves the right to disqualify any entries that do not meet the requirements of the Terms and Conditions.

4. Participation in this Contest is open to all Malaysian citizens and permanent residents, aged 18 years old and above as at 28 September 2023, except the following persons and their immediate family members:

- (a) employees of the Organiser; and

(b) persons or employees of any company (including advertising and accounting agencies) which are directly or indirectly involved in the conduct of the promotion/Contest.

5. Participants are allowed to submit multiple entries but will only stand a chance of winning 1x prize should they be selected as one of the winners.

PRIZES AND WINNERS LIST

6. There will be 3 winners for the Contest. Each of the 3 winners will win 1 pair of VIP passes to ConcertLAH and SneakerLAH 2023 events, which are only valid on 7 & 8 October 2023, at Malaysia International Trade and Exhibition Centre (MITEC).

7. The Organiser will announce the winners with an @tag in an Instagram Story post on 5 October 2023. After which, winners are required to send a direct message ("DM") to Galaxy Space's Instagram Account and provide their personal details for prize claiming purposes by 6 October 2023. The prizes will be given to the winner(s) at the venue of the event, on the first day of the event (7 October 2023). Winners will be given until 7 October 2023 at 23:59 hours (GMT+8) to claim their prizes at the event venue by the Organiser. Failure to claim the prize within the said period will result in the forfeiture of the prize and the Organiser may select the next best entry as the winner for the unclaimed prize. No appeal or objection to the forfeiture of the prizes will be allowed.

8. The Organiser reserves the right to deal with the unclaimed prize in any manner it deems fit.

9. Prizes are non-transferable and non-exchangeable for cash or product and may be subject to availability. The Organiser reserves the right to replace any prize with an item of similar value without prior notice.

RELEASES

10. Each participant in the Contest represents and warrants that any materials, documents, information and forms submitted or created by him or her in connection with the Contest does not infringe on the rights of any party, including but not limited to intellectual property rights relating to any patent, trademark or brand name registered or enforceable anywhere in the world. The participant indemnifies the Organiser and its affiliates against any claims, liability, damages, costs and expenses incurred by the Organiser and its affiliates arising out of or in connection with any such infringement.

LIMITATION OF LIABILITY

11. By entering the Contest, all participants agree to release, discharge, and hold harmless the Organiser and its affiliates, and third party service providers and agencies, from any claims, losses, and damages arising out of their participation in the Contest including any issues in claiming/using the prizes from third party vendors. The Organiser, its affiliates or its service providers and agencies assume no responsibility and shall not be liable for any accident, harm, damage, losses (whether indirect or consequential loss) or charges, injuries, death, unforeseen circumstance, and any inconvenience (including any technical glitches, network, system or infrastructure failures, etc resulting in the delay, misdirection or failure to submit the entries on time) or any other liabilities of any nature whatsoever arising through the participants' entry of the Contest or in connection with the usage of the prize by anyone, nor for any changes in dates or in times or cancellations which may prevent the selected winner(s) from taking the prize offered or any part of the prize, or for lost or stolen prizes.

12. Acceptance of any prize by the method set out in paragraph 7 shall constitute a release and discharge of the Organiser by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to the Contest. The Organiser further accepts no responsibility or liability for any tax or other liability that may arise from the prize winnings.

CONDITIONS

13. The Organiser reserves the right to disqualify or remove any entry that it deems inappropriate or unsuitable or detrimental to the Galaxy Space Malaysia brand (including, without limitation the use of vulgarity).

14. THIS CONTEST IS VOID WHERE PROHIBITED BY APPLICABLE LAWS. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with the Contest are hereby excluded and any participant expressly waives any and all such rights.

15. The Organiser reserves the right to verify the validity and originality of any entry and/or the identity of the participant, the Organiser reserves the right to remove any entries including profanity, racial slurs, foul language or comments. By participating in the Contest, you warrant that you will not post any messages that are obscene, vulgar, hateful, threatening, or otherwise in violation of any laws.

16. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

17. If for any reason the Contest is not capable of running as planned, due to technical failures or glitches, or any other causes beyond the control of the Organiser that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Organiser reserves the right, at its sole discretion, to disqualify any participant(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If the Organiser elects to cancel or terminate the Contest, the Organiser will not retain any rights in the submitted entries.

DATA PROTECTION

18. The participant will be required to furnish his or her personal data (ie Instagram ID/usernames) for identification purposes and for administering the Contest. By voluntarily entering the Contest, participants understand and agree that winners' Instagram ID/usernames/entries will be published on Galaxy Space Malaysia's Instagram page.

19. By entering the Contest, the participants are deemed to have agreed that such data may be collected, accessed, stored or otherwise processed in any medium or format determined by the Organiser, and processing by the Organiser, its affiliates or its service providers and agencies, for the purposes of providing the prize within the scope of the Contest and in accordance with the Terms and Conditions. If you are a minor, you undertake and warrant that the consents of your parents or legal guardians have been obtained for your involvement in, and your personal data will be used for purposes of the Contest. If a photograph is uploaded, (a) involving yourself, you are deemed to have consented to the upload and use of the photograph; and/or (b) involved someone other than yourself, you will and have notified him/her and have obtained his/her consent to the upload and use of the photograph, on a public forum in Instagram for purposes of the Contest. In the case of your child and/or a minor, you have consent to and, if applicable, and have obtained the consent of the legal guardian(s) of the minor for his/her involvement and the upload and use of the photograph in the Contest.

DISCLAIMER

21. All personal data furnished by participants and collected in connection with this`the Contest will be subject to the Organiser's data protection and privacy policy. By participating in the Contest, participants are deemed to have agreed and accepted the Organiser's data

protection and privacy policy with regards to the collection, processing, use, disclosure of any personal data which it may obtain for purposes of the Contest.

22. Each participant of the Contest grants Instagram a complete release from any liability and exempts the Organiser from any liability arising from any act, omission or default in connection with the use and operation of the operating platforms for Instagram over which the Organiser has no control. For the avoidance of doubt, this promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, and all participants are providing information to the Organiser and not Instagram.

GOVERNING LAW AND JURISDICTION

23. The Terms and Conditions shall be governed by Malaysia law and each participant agrees to submit to the exclusive jurisdiction of the courts of Malaysia.
