

Celcom Game Hero ("Game Hero") is a mobile game portal that offers all genre of mobile game, web game and tournament game available on smartphones. The tournament game runs game tournaments in Game Hero ("Tournament"). The Tournament is jointly organized by Techninier Sdn Bhd (Company No. 734290-K) ("Techninier") and Celcom Mobile Sdn Bhd (Company No. 27910-A) ("Celcom") (hereinafter referred to as "the Organizer"). By participating in the Tournament, the Participants ("Participants") hereby agree to be bound by these terms and conditions which shall form an integral part of, and to be read together with, the terms and conditions of the Participants registration form ("CRF") and/or terms and conditions of the respective mobile/content service(s) offered and relevant to the Participants in respect of the Tournament.

In the event of a conflict or inconsistency between these terms and conditions and CRF and/or terms and conditions of the respective mobile/content service(s), such inconsistency shall be resolved by giving precedence in the following decreasing order:-

- i. these terms and conditions;
- ii. terms and conditions of CRF; and/or
- iii. the respective mobile/content service(s).

1. The Tournament starts from 12.01 pm, 6 July 2017 until 12.00 pm 6 November 2017 ("Tournament Period"). All entries received outside the Tournament Period shall be automatically disqualified.
2. By participating in the Tournament, you agree to be bound by all the terms and conditions hereinafter stated below ("Terms and Conditions").
3. Tournament Eligibility
 1. The Tournament is/are open to all active Celcom postpaid and prepaid subscribers who holds an individual account (corporate account excluded). For the avoidance of doubt, "active" in this section means a subscriber who is able to make and receive calls.
 2. For clarity, the Tournament shall not be applicable to the followings:
 1. The Organizer's employees (including its related corporation) and their immediate family members; and
 2. For clarity, immediate family members shall be:
 - For unmarried/single employees – their parents and sibling(s); and
 - For married employees – their spouse(s), parents and children.
 3. The Organizer reserves the right to reject any entries with abnormal activities at its's discretion subject to Clause 8 of this Terms & Conditions.
4. Tournament Mechanism

4.1) To participate in the Tournament, the Participants must download the tournament game application on the Participant's mobile device.

4.2) The Participants need to subscribe to Game Hero to entitle the Participants to play the tournament game and join the Tournament. The Participant's subscription to Game Hero will be RM3.00 per week ("Subscription Period") excluding goods and services tax ("GST") ("Subscription Fee"). The Subscription Fee shall be reflected in the Participants' postpaid bill or deducted from the Participant's prepaid account. Upon successful subscription of the Game Hero, the Participants shall receive an SMS confirmation of the Participants' subscription from Celcom.

4.3) Celcom shall send a reminder to the Participants prior to the expiry of each subscription. Upon expiry of the Subscription Period, the subscription shall be automatically renewed unless Participants opt out as specified in item 4.7 of this Terms and Conditions.

4.4) In furtherance to item 4.3 above, the Participants must play the tournament game in the www.gamehero.my website and upload the Participants' score on the respective Game Leaderboard via the game application.

4.5) The Participants may play the tournament game multiple times and each time the Participants' score is uploaded onto the respective game scoreboard ("Game Leaderboard"), it will be considered as an entry. No specific entry form is required.

4.6) If the Participants terminate its subscription to Game Hero by sending STOP to 39254 via SMS or clicking the unsubscribe button in the www.gamehero.my website or contact the Organizer to unsubscribe its subscription to Game Hero, the Participants will lose all its score in the Game Leaderboard. The score from the past games will not be accumulated and in the event if the Participants starts a new game, the score will be reset to zero.

4.7) You may at any time thereafter re-subscribe Game Hero and play the tournament game, however, the previous score will no longer be available and will not be taken into consideration for the Tournament.

4.8) The Participants shall play the tournament game during the Tournament Period where top fifty (50) scorers will be shortlisted by the Organizer at the end of the Tournament Period. Thereafter, top ten (10) Participants with the highest score on the Game Leaderboard (the "Game Finalists") will be invited to play in a live tournament game hosted by the Organizer after the Tournament Period.

4.9) In furtherance to item 4.8 above, the remaining top 40 scorers as shortlisted by the Organizer will be awarded with consolation prizes as displayed in www.gamehero.my website.

4.10) In the live tournament, the Game Finalists will each win one (1) unit of the prizes ("Prizes") depending on their scores and the Game Finalist with the highest score will win the First Prize and so on and so forth, subject to paragraph 5 below.

4.11) The Organizer reserves the right to disqualify any Game Finalists whose final score in the live tournament differs more than fifteen per cent (15%) from the Participant's previous score on the Game Leaderboard. If disqualified, the Game Finalist will not be entitled to any Prizes and the prize money of the disqualified finalists will be distributed evenly amongst the remaining Game Finalist.

5. Prizes

5.1) The prizes for this Tournament will be as follows:

1. Grand and Consolation Prizes

Prizes (RM)	No. of winner(s)
1 BMW 3 Series	1
2 Honda Jazz	1
3 Perodua Bezza	1
4 iPhone 7 Plus & Apple Watch	2
5 Samsung S8 and Samsung Gear 2	2
6 iPhone 7 plus	2
7 Samsung S8	1
8 Cash RM2,000	10
9 Cash RM1,000	30

2. Tool Kit

Tool Kits* (RM)	No. of winner(s)	Total (RM)
1 200	100	20,000
2 100	300	30,000
3 50	1,000	50,000

*the prizes for the Tool Kits will be in the form of XPAX reload

5.2) During the Tournament Period, in the event there are two Participants who achieved the same score at the end of the Tournament Period (a tie score), the Participants who attained the first tied score will be ahead of the other Participants who attains the tied score at a later date.

5.3) During the live tournament, in the event if there are two Participants who achieved the same score at the end of the live tournament (a tie score), the Participants need to have a rematch to determine the winner.

5.4) Unless disqualified, a Participants is entitled to win 1 (one) Grand Prize only during the Tournament Period.

5.5) The list of the winners will be announced and published no later than two (2) month after the Tournament Period ends at www.gamehero.my website. The Organizer will contact the winner accordingly.

5.6) The winners must collect the prizes during a specified period and at the venue specified by the Organizer and may be required to attend a prize-giving ceremony. If the winners fail to collect the prize during the prize collection period of two (2) weeks or, if called upon to attend a prize-giving ceremony but failed to attend at such a prize-giving ceremony, the Organizer shall have the right to select another Participants as the winner.

5.7) If the winner is under eighteen (18) years of age, the winner must be accompanied by a parent or a legal guardian to collect the prize. The winners or their representative are required to bring along original identification card (NRIC) for Malaysian citizen and original passport for non-citizen for verification purpose during collection of the Prize. Prior notification to the Organizer is required should the winners are sending representative to collect the said Prize.

5.8) The prize is non-transferable and non-redeemable for cash or in kind and shall be subject to availability of stock. The Organizer reserves the right to substitute and replace the prize offered with another prize of equal value or higher value as the Organizer deems fit.

5.9) The prize is given on an "as is, where is" basis. The Organizer reserves the right to substitute the prize with that of similar value at any time without prior notice.

6. General

6.1) The Organizer reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of this Tournament without prior notice to the Participants herein stated and the Participants shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.

6.2) The Organizer's decisions on any matter relating to the Tournament are final and binding on all Participants. If any matters were to arise which are not covered in these Terms and Conditions, these matters will be determined solely by the Organizer.

6.3) The Organizer may change any of these Terms and Conditions including terminating or suspending the Tournament and extending the Tournament Period. Any such change will be

announced in the website. It is your responsibility to check these Terms and Conditions on the website and if you do not agree to any of the changes, you must immediately cease participation in the Tournament.

6.4) All photographs, personal information and names submitted in this Tournament, service marks, trade names, trademarks are the property of the Organizer.

6.5) The Organizer reserves the right, at its absolute discretion, to use the names, photographs, voice or video recordings and entries of the Participants for publicity, advertising, trade or campaign purposes in any media, without first obtaining any consent nor making any payment whatsoever to the Participants.

6.6) Except as expressly mentioned herein, the Organizer shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in this Tournament.

7. Exclusion of Liability

7.1) To the extent permitted by law, the Organizer excludes all liability in connection with the Tournament. All Participants and parents or guardians (as the case may be, if the Participants are below eighteen (18) years of age), agree to release the Organizer from and indemnify the Organizer against all liability (including negligence) for any personal injury or for loss or damage (including loss of opportunity), whether direct or indirect, special or consequential arising out of participation in this Tournament.

7.2) The content provided on the website and any other information provided in relation to the game and tournament is strictly on an "as is, where is" basis. The Organizer does not guarantee nor warrant true and flawless representation of the game and the tournament. Celcom does not filter or edit such content. The Participants acknowledges that Celcom is under no obligation to censor the content or information provided. Celcom disclaims all liability in relation to the content provided.

7.3) The Organizer disclaims any responsibility and liability from any loss and disruption caused by the malfunction of the mobile phone, viruses or contamination which is beyond the control of the Organizer.

7.4) Once the game has commenced, any Participants' inability to play due to faulty hardware or any malfunction on the mobile phone or any other technical failures which is beyond the control of the Organizer shall not entitle the Participants to any refund of the subscription charges.

8. Fair Play

The Organizer shall have the right, at its own discretion to exclude or eliminate the Participants from participation in the tournament, to refuse from awarding the prize and to demand the return of any previously awarded prizes in the tournament in the event the Participants committed unfair activities as follows:-

1. falsification of any information necessary to subscribe to the game and tournament;
2. collusion with any third party including unfair cooperation with a third party that can have an effect on the result of the tournament;
3. use of automated tools or system which provide an advantage to the Participants over other users; or
4. use rooted and non-official Custom ROMs Android phone(s) or jailbroken iPhone(s) which provide an advantage to the Participants over other Participants.

9. Privacy Policy

By participating in the Tournament(s), all Participants (to the extent permitted by laws):-

1. consent for the Organizer to collect, record, hold, store, use and disclose their personal information for purposes which are necessary or related to the participation in the Tournament(s); and

2. consent for the Organizer to disclose or publish their personal information such as their names and identities and any general information that the Organizer sees fit about the Participants in any media, marketing or advertising materials; and
3. grant the Organizer the absolute and unrestricted right to modify, use and publish any still or moving images of the Participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation.

10. Intellectual Property Rights

1. The information contained herein on websites, games and tournament which include but not limited to texts, graphics, photos, sounds, video, software, interactive feature and trademark, service marks and logos shall be solely owned by Game Hero and the Participants undertake not to misuse any of the information contained herein.
2. Game Hero reserves the right to terminate and revoke the Participants' subscription and participation in the tournament if the Participants violate the provision in relation to intellectual property rights contained herein.

11. Governing Law & Jurisdiction

The Tournament(s) and these Terms and Conditions are governed by the laws of Malaysia. The Participants agree that the Courts of Malaysia shall have non-exclusive jurisdiction over all matters arising from the Tournament.

12. Force Majeure

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities.

13. No Waiver

Failure by either party to enforce any provision of this Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.

14. Severability

If for any reason a court of competent jurisdiction finds any provision of this Terms and Conditions, or portion thereof, to be unenforceable, that provision of the Terms and Conditions will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Terms and Conditions will continue in full force and effect.