

**‘FOLLOW NICK KYRGIOS TO KL AS HE TAKES ON THE TENNIS GIANTS
Win A Trip for Two to the Malaysian Open, Kuala Lumpur 2015’
 (“Competition”)**

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Malaysian Airline System Berhad trading as Malaysia Airlines (ABN 19 796 498 145) of Level 7, 16 Spring Street, Sydney NSW 2000 (Australia) (“MAS”).

ELIGIBILITY

3. This Competition is open only to Australian residents aged 18 and above who are available to travel from 29 September – 02 October 2015.
4. Permanent and/or temporary employees of MAS, its subsidiary companies, advertising and public relation agencies, and their immediate family members are not eligible to participate in this Competition. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

COMPETITION PERIOD

5. This Competition commences at 12:00am AEST on 2 July 2015 and closes at 11:59pm AEST on 24 August 2015 (“Competition Period”).

HOW TO ENTER

6. To be eligible to enter, individual passenger must purchase any valid Malaysia Airlines airfare ticket during the Competition Period. Enrich redemption tickets and code share flights will not be permitted.
7. To enter, individual passenger must complete the following steps during the Competition Period:
 - i) visit www.malaysiaairlines.com/au/en/campaign/follow_nick_kyrgios.html and follow the prompts on the Competition entry page;
 - ii) input all of the requested details including their first and last name, valid email address, telephone number, country of residence, the PNR of the ticket purchased and submit the fully completed entry form.
8. Only one (1) entry permitted per person, despite the number of tickets purchased.
9. Incomplete or indecipherable entries will be deemed invalid.
10. MAS reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, place of residence and PNR) and reserves the right, in its sole discretion, to disqualify any individual who MAS has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to

jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at MAS' discretion. Failure by MAS to enforce any of its rights at any stage does not constitute a waiver of those rights. MAS' legal rights to recover damages or other compensation from such an offender are reserved.

11. If there is a dispute as to the identity of an entrant, MAS reserves the right, in its sole discretion, to determine the identity of the entrant.

WINNER DETERMINATION

12. A random barrel prize draw will be conducted at Malaysia Airlines, Level 7, 16 Spring Street (Draw Location) by a representative of the Promoter at 12 noon AEST on 26 August 2015 from all entries received during the Promotion (Prize Draw). The representative may draw additional reserve entries and record them in order, in case of an invalid entry or ineligible entrant.
13. Winners will be notified via email and phone within 2 business days of the draw, and will be published on the Malaysia Airlines website contest page on 28 August 2015.

PRIZES

14. Three (3) winners will each win a trip to Kuala Lumpur, Malaysia for two (2) people valued at up to AU\$3200, depending on point of departure. Prize includes: two (2) economy class return airfares from the winner's nearest departure point, from those listed below, to Kuala Lumpur, Malaysia; three (3) nights twin share accommodation at a hotel selected by Malaysia Airlines (a minimum of four (4) stars); and two (2) entry tickets to the 2015 Malaysian Open on 30 September 2015 or 01 October. The flights awarded as part of this prize will depart from the following airports in Australia only:
 - i) Sydney, Melbourne, Adelaide, Perth or Darwin.
15. Any cancellation or changes of Malaysia Airline airfare ticket prizes may incur fees which will be the responsibility of the winners.
16. Any costs associated with taking the travel prize, including but not limited to spending money, meals, taxes (other than airline taxes and fuel surcharges), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, additional accommodation, and personal items, are the responsibility of each winner and his/her companion.
17. Each winner (and his/her companion) of the prize is responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
18. The travel prize must be taken to coincide with the 2015 Malaysian Open event with flights departing on 29 September 2015 and is subject to booking and flight availability.
19. All airfares are subject to seat availability and cannot be upgraded. All airfares are based on normal published fares. Any cancellation or changes once the travel prize has been booked and confirmed may incur fees, which will be the responsibility of the winner and his/her companion.
20. During the entire duration of the travel prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner (and his/her

- companion) of the prize must depart from and return to the same departure point and travel together. Itinerary of the prize to be determined by MAS in its absolute discretion. Frequent flyer points will not form part of the travel prize. The travel prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
21. The 2015 Malaysian Open ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. MAS and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
 22. If for any reason a winner does not take/redeem a prize by the time stipulated by MAS, then the prize will be forfeited.
 23. If any prize is unavailable, MAS, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any directions from a lottery authority.
 24. Total prize pool value is up to AU\$9,600. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
 25. A draw for any unclaimed prizes will take place on 4 September 2015 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified via email and phone within 2 business days of the draw, and will be published on the Malaysia Airlines website contest page on 7 September 2015.

GENERAL

26. MAS' decision is final and no correspondence will be entered into.
27. As a condition of entering this promotion, each entrant licenses and grants MAS, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to the purposes of uploading and publicly displaying the entries, promoting this promotion, and/or any future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
28. Entrants consent to MAS using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by MAS.
29. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of MAS, including but not limited to technical difficulties, unauthorised intervention or fraud, MAS reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any

- directions from a regulatory authority to modify, suspend, terminate or cancel the Competition, as appropriate
30. Any cost associated with accessing the promotional websites is the entrant's responsibility and is dependent on the Internet service provider used by the entrant.
 31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, MAS (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
 32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, MAS (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under MAS' control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by MAS) due to any reason beyond the reasonable control of MAS; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the 2015 Malaysian Open event is delayed, postponed or cancelled for any reason beyond the reasonable control of MAS; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize or participation in the prize.
 33. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by MAS and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the prize winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
 34. MAS collects personal information ("PI") in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. MAS will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.malaysiaairlines.com/my/en/footer/privacy-policy.html. In addition to any use that may be outlined in the MAS' Privacy Policy, MAS may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how Australian entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian

Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of MAS. MAS may disclose personal information to entities outside of Australia (see the MAS's Privacy Policy for more details) including but not limited to MAS's head office in Malaysia for the purposes of this promotion.

35. The laws of Australia apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

NSW Permit No. LTPS/15/04215. SA Licence No: T15/940