

MALAYSIA AIRLINES

FLY AND WIN CONTEST SEPTEMBER 2019

Terms and Conditions

The terms and conditions contained herein (these “Terms and Conditions”) shall govern this Contest therefore it is advisable that you read and understand these Terms and Conditions. By entering this Contest, you agree and accept to be bound by these Terms and Conditions.

1. The Malaysia Airlines **FLY AND WIN** (“Contest”) is organised by Malaysia Airlines Berhad (“MAB”) and will run from 9th September 2019 (0001hrs, GMT+8) to 13th September 2019 (2359hrs, GMT+8) (“Contest Period”).
2. Any person who has fulfilled the criteria below is eligible to participate in this Contest (“Participant”):
 - a. Malaysian resident;
 - b. Aged 18 years and above;
 - c. purchased any fare tickets for MAB operated flights during the MATTA Fair Deals from 9th September 2019 to 13th September 2019 via offline (travel agents) or online (MAB’s website & online travel agents) (“Eligible Participants”); and
 - d. must be named as a passenger in the tickets purchased under para (c) above.
3. The following person(s) shall not be eligible to participate in this Contest:
 - a. permanent, contractual & temporary employees of MAB (including those within the Malaysia Aviation Group Berhad) and their immediate family members.
4. For the avoidance of doubt, MAB tickets on code share basis, purchased with Enrich miles or redeemed via complimentary vouchers are not eligible to enter this Contest.
5. The mechanics of the Contest are as follows:
 - a. All Participants must log onto <https://www.malaysiaairlines.com/my/en/campaign/matta/fly-and-win.html> and register their personal details including (but not limited to) full name, booking reference number and email address.
 - b. To complete their entry, the Participants must answer one (1) subjective question/slogan.
 - c. The entries must be submitted by 13th September 2019 (2359hrs, Malaysian time).
 - d. The winners will be made by MAB after end of contest period on any other date as decided by MAB. The winners will be contact by Malaysia Airlines via email.
6. The winners will be selected based on the selection criteria which will be solely determined by the judges appointed by MAB.
7. There is no limit to the number of entries Participants can submit. However, each booking reference number will not be selected as the winner more than once.

8. The Prizes is subject to the following conditions:

8.1 Two (2) flight tickets to any domestic destinations.

- The prize ticket (s) issued are valid for travel on MAB's operated services and the routing and classes shall be as specified in the letter of offer either for single or return journey from and/or to any points/destinations in an existing domestic or international route;
- Voluntary stopover other than those expressly specified in the letter of offer will not be allowed;
- The prize ticket (s) shall not to be transferred, upgraded, assigned or be the subject for a refund in cash or kind whether in part or in full;
- The prize ticket(s) include airport taxes and fuel surcharge. Insurance surcharge, freight charges, excess baggage as well as other charges which may be payable or chargeable at any time or any specific airport shall be borne by the winners.

8.2 Eight (8) pairs of Klook Travel Vouchers.

- To claim the prize, winners must refer to the specific vouchers for the full terms and conditions. Redemption based promo code must be utilized by 30 Sep 2019.
- The vouchers' validity is final and request for extension will not be entertained. The Vouchers are non-refundable and non-exchangeable for cash or kind whether in part or in full.

8.3 Three (3) pairs of 2-night stay in a Rainforest Collection Villa at The Datai Langkawi voucher.

- To claim the prize, winners must refer to the specific vouchers for the full terms and conditions.
- The vouchers' validity is final and request for extension will not be entertained. The vouchers are non-refundable and non-exchangeable for cash or kind whether in part or in full.

9. All prizes shall be subject to MAB's prevailing policies, rules and regulations which shall include the General Conditions of Carriage for Passengers and Baggage. A copy of the General Conditions of Carriage for Passengers and Baggage can be found on www.malaysiaairlines.com.

10. Reasonable efforts will be made to contact the winners. If the winner cannot be contacted within seven (7) working days after the Contest Period, or if the winner fails to communicate their acceptance of the Ticket Prize to MAB within three (3) working days of being contacted, or is unable to comply with these Terms and Conditions, MAB reserves the right to offer the Ticket Prize to the next Participant based on the judges' scores.

11. Should a Participant's contact details change during the Contest Period, it is the participant's responsibility to notify MAB directly.

12. All transportation, accommodation, personal costs and/or any other costs and/or related expenses that are incurred to attend/participate in this Contest and to redeem the Prize are the sole responsibility of the Participants.
13. MAB reserves the right to use, reproduce, edit and distribute materials submitted for this Contest for publication and/or display in any media format and any media channels without obtaining further prior permission and payment of any fees or royalty to the Participant.
14. The Participants grant MAB a non-exclusive, royalty-free and transferable right to use, reproduce, edit or distribute any materials submitted for the competition in any media format and any media channels as deemed fit by MAB.
15. MAB reserves the right to use the winners' names, images, comments and materials relating to their Contest for the purpose of any announcement or promotional or marketing purposes in any media format and any media channels without any fee being paid. The Participant shall hold MAB free and harmless from any claims and/or liabilities whatsoever resulting from the usage or the reproduction of the submitted picture by MAB. This clause shall survive the expiration of this Contest Period.
16. All winners hereby consent to public disclosure of their names and the results of the Contest.
17. MAB, at its sole and absolute discretion, reserves the right to disqualify any Participant and revoke or forfeit any Prizes at any stage of the Contest without prior notice if:
 - (a) The participant is not an eligible Participant;
 - (b) The Participant fails to fully comply with the Terms and Conditions stipulated herein;
 - (c) Entries are incomplete;
 - (d) The Participant breaches any of the Terms and Conditions or other rules and regulations of the Contest or violates any applicable laws or regulations;
 - (e) MAB has, at its sole discretion, any reason whatsoever to believe that such Participant has attempted to undermine the operation of the Contest in any way whatsoever, including but not limited to fraud, cheating or deception.
18. MAB's decision on matters relating to the Contest (including, but not limited to the selection of the winners) shall be final and absolute. No discussion, correspondence, enquiry, appeal or challenge by any of the Participants in respect of any decision of MAB shall be entertained.
19. Prizes must be collected in accordance with the mode to be specified by MAB, at its sole and absolute discretion, upon notification of any winnings. Failure to adhere to the mode of collection and within the stipulated time period will result in forfeiture of the Prizes and the winner(s) shall have no claim whatsoever against MAB, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of MAB, in the event of forfeiture thereof.

20. Notwithstanding the above, MAB is entitled to replace the Prizes with other prizes of similar value at any time without any prior notice.
21. MAB shall not be liable for any disruption to the Contest, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of disruption to the Contest, reasonable efforts shall be used to remedy the disruption and resume the Contest on a fair and equitable basis to the Participants.
22. MAB, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of MAB, shall not be liable for any loss or damage whatsoever suffered (including but not limited to loss of opportunities and any indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from either participation in this Contest or with any of the Ticket Prizes offered or forfeited.
23. The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.
24. All rights and privileges herein granted to MAB are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organisation of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest.
25. All personal data collected will only be used for the purposes of managing and operating the Contest and not for any other purposes.
26. MAB reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice.
27. These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Contest.
28. The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. Should there be any discrepancies between the English Terms & Conditions and the translated version, the English Terms & Conditions shall prevail.
29. By virtue of an entry to the Contest, the Participants signify their absolute and unconditional acceptance and agreement to all the Terms and Conditions stipulated herein.

30. MAB reserves the right to cancel, terminate or suspend the Contest without any prior notice. For the avoidance of doubt, any cancellation, termination or suspension by MAB of the Contest shall not entitle the Participants to any claim or compensation against MAB, its agents and employees for any and all losses or damages suffered or incurred by the Participants as a direct or an indirect result of the act of cancellation, termination or suspension thereof.
31. MAB will not be held responsible for any typographical errors or misprint under these Terms and Conditions.
32. Any questions, remarks or complaints relating to this Contest may be submitted to MAB's Facebook or Instagram Page via Direct Message or Private Message.