

## #ACLFinal

### CONTEST TERMS & CONDITIONS

Please read these terms and conditions for the **#ACLFinal** contest ("Contest") prior to participating ("Contest Terms").

By participating in the Contest you hereby agree to be bound by these Contest Terms (and any amendments thereof) and represent and warrant that you satisfy all of the eligibility requirements set out herein.

This Contest is organised by the Asian Football Confederation ("AFC") and is in no way sponsored endorsed, administered by or associated with Facebook, Twitter, Weibo, Konami or Microsoft. Any queries relating to the Contest shall be directed to the AFC only at ***media@the-afc.com***

#### 1. ELIGIBILITY

- 1.1. Entry to the Contest is open to participants who are eighteen (18) years of age and above as at 1 January 2019 ("Participants"). Participants should be aware that a breach of this age requirement will result in the participant being automatically disqualified.
- 1.2. Directors, officers, employee and committee members of the AFC and its Member Associations and immediate families of the respective parties are not eligible to register and participate in the Contest.

#### 2. CONTEST MECHANICS

- 2.1. To enter, Participants must have or create either a Facebook, Twitter or Weibo account ("Account").
- 2.2. Upon logging into your account, Participants will be required to (a) like and follow the Official AFC Page on Facebook, Twitter or Weibo ("AFC Official Page"); (b) look out for the prefixed Contest which will be posted on the AFC Official Page platforms; and (c) upload a photograph of yourself (in accordance to items 2.3 and 2.4 below) by using the #ACLFinal hashtag.
- 2.3. Participants must be attired in a jersey from any football club which has qualified in any edition of the AFC Champions League competition. Any additional club or clothing elements (scarf/ cap/ face paint) used will be an added bonus.
- 2.4. The Contest shall be organised from 11 November 2019 to 18 November 2019 ("Contest Period") and there will be only six (6) winners chosen at the discretion of the AFC.
- 2.5. All entries should be submitted by 11.59pm (Malaysian Standard Time) , 18 November 2019. Any entries received after the Contest Period shall not be entertained.
- 2.6. Participants are not restricted from submitting more than one entry. Every submission SHALL be judged separately.
- 2.7. You will be required to remain a fan by liking and following the AFC Official Page for the duration of the Contest period in order to be eligible to participate in this Contest.
- 2.8. Each entry, must be your original photograph and shall not be copied or taken from any other source or medium. Any entries of the Participant found to be in breach of this term shall be immediately disqualified.

### **3. SELECTION OF WINNERS**

- 3.1. There will be six (6) winners for the Contest. Two (2) from AFC Official Facebook, two (2) from Twitter and two (2) from Weibo
- 3.2. Winners shall be selected based on the following criteria:
  - 3.2.1. The Photographs submitted across any of the AFC's social media accounts should contain the #ACLFinal hashtag;
  - 3.2.2. The Participant must be attired in any jersey from any football club which has qualified in any edition of the AFC Champions League competition;
  - 3.2.3. Participants are urged to use additional items such as scarfs, caps and face paint to supplement their jersey provided that any additional elements used should not promote or infer an association to any brand, commercial entity and/or any other elements deemed inappropriate by the AFC;
  - 3.2.4. All photographs captured shall not contain any watermark and shall have no digital enhancements or be significantly modified; and
  - 3.2.5. Adherence to the theme, creativity, photographic quality and visual impact.
- 3.3. The Shortlisted Finalist which gains the most likes and shares, subject to verification by the AFC, shall be selected as the winner of the Contest ("Contest Winner"). AFC reserves the right to select and announce the Contest Winner at its sole and absolute discretion and no correspondence and/or objections in such regard will be entertained.
- 3.4. The Contest Winner shall be announced and tagged on the AFC Official Page. Entry by any method other than set forth in these Contest Terms shall be null and void. Any use of automated or programmed methods of effecting participating is strictly prohibited.
- 3.5. No brands or logos or anything offensive in nature which the AFC deems inappropriate, should be posted by any Participants in the Contest. Any entries found in violation of these terms shall be removed from the AFC social media accounts and disqualified from participation.
- 3.6. AFC shall not be responsible for any failed or partial entries caused as a result of any 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 as a result of any 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, the AFC 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.
- 3.7. The AFC shall decide in its absolute and sole discretion which submissions shall be included and posted on the AFC Official Page.
- 3.8. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised 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 Participant's or any other person's computer related to or resulting from participation in or downloading any materials from the Contest.

- 3.9. The decision of the AFC is final and no correspondence will be entered into. Should the entries in any category fall below the standard required by the Contest, then the AFC reserves the right not to award prizes.

#### **4. PRIZE(S)**

- 4.1. The six (6) winning entries for the contest shall each receive one (1) PES2020 Xbox console game along with AFC Champions league merchandise.
- 4.2. Prizes shall not be re-sold, exchanged or transferred.
- 4.3. The Contest Winner shall be responsible for any local taxes and any other expenses relating to the prize not specifically mentioned herein and all prize(s) shall not be transferable or redeemable for cash.
- 4.4. No substitution of the prize shall be allowed except that the AFC may at its sole discretion, substitute a prize of equal or greater value.
- 4.5. Prizes cannot be used in conjunction with any other promotion or offer.
- 4.6. Prizes have to be validly claimed within a month from the notification of winners, after which no alternate winner will be selected, nor the unclaimed Prize awarded.

#### **5. PERSONAL INFORMATION**

- 5.1. Your participation in this Contest is conditional upon you consenting to the AFC and our affiliated agents and business units collecting, using, disclosing, transferring and processing your personal data for the following purposes: (i) to administer the Contest and select the winner; and (ii) consumer research, promotional and marketing purposes.
- 5.2. We may share your personal data with affiliates of the AFC 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 or within Malaysia. Third parties receiving your personal data will be bound by requirements under the applicable Personal Data Protection legislation.
- 5.3. By participating in this Contest, consent to the collection, use, disclosure, transfer and processing of your personal data for the purposes listed above.

#### **6. GENERAL CONDITIONS**

- 6.1. By entering the Contest, each agrees to be bound by these Contest Terms and by decisions of the AFC, which are final and binding as to all Contest-related matters.
- 6.2. 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 AFC as expressed herein; [b] you will abide by and be bound by the Contest Terms & Conditions and AFC's decision and any policies in relation thereto; [c] you release and hold harmless the AFC, its officers, directors, shareholders, employees, agents or representatives and Facebook® or any social media platforms 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 your entry submission, 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.
- 6.3. Prize(s) are awarded on an 'as is' basis and shall be without warranty of any kind, express or implied (including, without limitation, any implied warranty of

merchantability or fitness for a particular purpose) and the AFC does not make any representation, warranty or guarantee, express or implied, relating to the Contest or prize.

- 6.4. A Winner's acceptance of any prize constitutes the grant to AFC of an unconditional right to use the winner's name, profile, 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.
- 6.5. 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 AFC'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, the AFC has the right, in its sole discretion, to modify these Contest Terms or to cancel, modify, terminate or suspend the Contest; and in such event, to select Winner(s) by such method as the AFC may in its sole discretion consider equitable; a. the AFC shall not be responsible for typographical or other errors in the offer or administration of this Contest, including without limitation any errors in the advertising, Contest Terms, selection and announcement of the Winner, and distribution of the prize; b. any portion of any prize not accepted or used by a Winner will be forfeited; c. the AFC is not responsible for any inability of a Winner to accept or use a prize (or any portion thereof) for any reason and d. the AFC shall not be liable financially in any aspect to the Winner and the Participants.
- 6.6. The AFC 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 or other terms, conditions of use and/or general rules or guidelines of any Contest property or service; (iv) acting in an unsportsmanlike, unethical 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 AFC.
- 6.7. As any attempt by any individual to damage the application or undermine the legitimate operations of this Contest or the application is a violation of these Contest Terms as well as criminal and civil laws, and should the AFC 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.
- 6.8. All disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Contest, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of Malaysia, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that territory.
- 6.9. All claims shall be resolved individually, without resort to any form of class action and 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 participant 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.

- 6.10. The AFC has the right to modify prize award procedures at its sole discretion and shall not be responsible for the cancellation, postponement or unavailability of any prize, and if such occurs, the prize will be substituted with a prize of equal or greater value.
- 6.11. The AFC is not responsible for any changes to any Facebook, Twitter or Instagram function that may interfere with the Contest or your ability to timely enter.
- 6.12. The AFC not responsible for any failure of delivery of winner notification.

## **7. Copyright Notice**

- 7.1. The Contest and all accompanying materials are copyrighted by the AFC. All rights reserved.

## **8. Miscellaneous**

- 8.1. The AFC reserves the right at any time in its absolute discretion and without prior notice to: (a) to cancel, modify, suspend or delay the Contest; (b) to make changes to these Contest Terms, whereupon all Participants be bound by the terms and conditions as varied by the AFC; and/or (c) to substitute, withdraw or cancel any prize without disclosing any reason thereof and without any payment or compensation whatsoever.
- 8.2. All Participants agree to be bound by these Contest Terms and by the decisions of the AFC, which are final and binding in all respects.
- 8.3. The AFC 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 deemed detrimental or unfair to the AFC, the Contest or any other participant, acting in breach or potential breach of these Contest Terms and/or the AFC's website use and access agreement, or is otherwise ineligible to enter or participate in the Contest. No correspondence and/or objection will be entertained.
- 8.4. These Contest Terms have been prepared in the English language, which language shall govern the interpretation and construction of these Contest Terms. Any translation of these Contest Terms shall be for reference purposes only, and the English language version shall always prevail in the case of any inconsistencies between the English language version and any translations thereof.

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