

JIWA SME 2026 TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The JIWA SME 2026 event ("**Event**") is organised by AWANI and shall be governed by these JIWA SME 2026 Terms and Conditions ("**Terms and Conditions**") (as may be updated from time to time).
- 1.2 The Event will be held from 27 June 2026 until 25 October 2026 ("**Event Period**"), consisting of particular dates for roadshow events across Malaysia ("**Event Date**"). AWANI reserves the right to vary, postpone, re-schedule, or cancel any Event Date and/or extend or otherwise vary the Event Period at its sole discretion.
- 1.3 These Terms and Conditions shall be binding on all persons who sign up for, participate in, or otherwise attend the Event or any activity(ies) relating to the Event ("**Participants**"). The signing up for, participation in or attendance at the Event or such activity(ies) confirms Participant's agreement to abide by these Terms and Conditions and the Privacy Notice.
- 1.4 AWANI reserves the right to at any time, change, modify, or amend the Terms and Conditions at its sole discretion. Any changes, modifications, or amendments will be posted by AWANI, and become effective upon posting of such changes, modifications, or amendments. Participants are responsible for regularly reviewing the Terms and Conditions to obtain timely notice of such changes, modifications, or amendments. Participants' continued access to or participation in the Event following the posting of any changes, modifications, or amendments will constitute Participants' acceptance thereof.

2. EVENT DETAILS

- 2.1 The Event is a nationwide SME empowerment roadshow organised by AWANI in collaboration with its appointed event organiser. The Event will take place across multiple states in Malaysia.
- 2.2 The objective of the Event is to provide SMEs with access to:
 - 2.2.1 knowledge-sharing sessions;
 - 2.2.2 business pitching opportunities;
 - 2.2.3 media visibility on multiple platforms (TV, digital, social media, on-ground);
 - 2.2.4 brand and product showcase opportunities; and
 - 2.2.5 ecosystem partners and solution providers.
- 2.3 All details in relation to the Event are subject to change which will be notified by AWANI.
- 2.4 Participants may be offered any of the following opportunities by AWANI:
 - 2.4.1 attend a session as an audience member ("**Audience Participation**");
 - 2.4.2 participate in a business pitching session;
 - 2.4.3 host a booth during any Event;
 - 2.4.4 participate as a speaker; and/or
 - 2.4.5 such other opportunities as may be offered by AWANI in its sole and absolute discretion,

(Clauses 2.4.2 to 2.4.4 shall be referred to as "**SME Participation**"; Clauses 2.4.1 to 2.4.5 shall collectively be referred to as "**Mode of Participation**").

3. ELIGIBILITY

- 3.1 The Audience Participation is only eligible for individuals who are 18 years old and above with a valid Malaysian identity card and/or passport.
- 3.2 The SME Participation is only eligible for authorised representatives of enterprises registered as a SME by SME Corp Malaysia.
- (Clauses 3.1 and 3.2 shall be collectively referred to as the "**Eligibility Criteria**")

4. REGISTRATION PROCEDURE

- 4.1 Participants' registration for the Event is free of charge.
- 4.2 In order to register, Participants are required to:
- (a) access the registration form at www.jiwasme.com.my ("**Website**");
 - (b) complete all particulars as requested in the registration form ("**Registration Form**") including name, email, contact number, and business details;
 - (c) read the Terms and Conditions and Privacy Notice and check the acknowledgement box to indicate acceptance thereof; and
 - (d) click on the "Submit" button to complete the Registration Form submission.

All Registration Forms must be submitted online through the Website only.

- 4.3 Participant acknowledges and agrees that submission of the Registration Form does not guarantee Participant the opportunity to participate in the Event. AWANI shall be entitled to reject or refuse participation by Participant for reasons, including (without limitation) where the Registration Form is not complete or any provisions in the Terms and Conditions is not fulfilled or adhered to by Participant.
- 4.4 Registration for the Event closes upon expiry of the Event Period. Registration Forms received after the stipulated time will be ineligible for consideration for the Mode of Participation. Registration for the Event is only confirmed upon issuance of a confirmation email to Participants from AWANI ("**Confirmation Email**").
- 4.5 Participants may be required to submit further proof of their eligibility within such timeframe as may be required by AWANI, failing which AWANI shall be entitled to disqualify Participant.

5. DISQUALIFICATION

- 5.1 AWANI reserves the right to disqualify Participants and/or revoke the Mode of Participation if:-
- 5.1.1 Participant is ineligible or does not meet the relevant Eligibility Criteria;
 - 5.1.2 Participant breaches the Terms and Conditions or other rules and regulations of the Event;
 - 5.1.3 Participant fails to attend the Mode of Participation awarded;
 - 5.1.4 Participant (and/or any of its employees or representatives) is found to have consumed any illegal drug or indulged in substance abuse during the Event or its activities and/or commits any other offence under applicable laws and regulations; and/or
 - 5.1.5 At AWANI's sole determination, the participation by Participant is not suitable or may pose any health risk to Participant or for any reasons whatsoever.
- 5.2 Whilst AWANI will endeavour to conduct necessary verifications on the eligibility of Participant, failure to disqualify any ineligible Participant shall not be deemed a breach by AWANI.

- 5.3 Participants who fail to adhere to any directions or guidelines of AWANI (including health and safety guidelines, and content guidelines) will be taken off from the relevant activity and/or Mode of Participation. AWANI reserves the right to limit and/or refuse entry to the Event and/or other programme(s), event(s), talk(s), demonstration(s) or any other activities related to the Event without giving any reason and/or notice.

6. WARRANTIES AND GRANT OF RIGHTS

- 6.1 Participant represents, undertakes, warrants, and agrees with AWANI that:
- 6.1.1 Participant has read and understood these Terms and Conditions and Participant agrees to abide by these Terms and Conditions accordingly and agrees to cooperate and to follow all directions given to Participant;
 - 6.1.2 Participant has met all the Eligibility Criteria and has the right, authority and power to enter into the Event in accordance with the Terms and Conditions and shall provide such proof as AWANI requires;
 - 6.1.3 all statements made and information provided by Participant to AWANI are true correct, accurate and complete;
 - 6.1.4 Participant has the right, authority and power to grant the rights set out in this Clause 6 and is under no restriction (contractual or otherwise) that may prevent AWANI from using and/or exploiting the same;
 - 6.1.5 Participant's participation in the Event does not entitle Participant to wages, salary or any other compensation;
 - 6.1.6 Participant shall not commit any act which might prejudice or damage the reputation, goodwill, trademark, tradename of AWANI, any products and services of AWANI or its affiliates, employees, management, directors, officers and shareholders;
 - 6.1.7 Participant shall comply with all applicable laws and regulations, and any AWANI guidelines and policies as may be applicable and relevant and in force during the Event Period, and as may be advised by AWANI from time to time;
 - 6.1.8 Participant has not accepted and shall not accept endorsements from any third parties any monies, service or other valuable consideration for the inclusion of any "plug", reference, product identification and/or any other matter in the Event;
 - 6.1.9 Participant agrees that Participant shall not make any arrangement with any third party whereby any person may acquire the right to advertise, promote, sell, package or display goods or services or merchandise of any description using Participant's name or any reproduction of the physical likeness of Participant in association with the appearance of Participant in the Event without the prior written consent from AWANI;
 - 6.1.10 Participant shall not without the prior written consent from AWANI publish or disclose any information in connection with the Event or Mode of Participation (including without limitation, to any representatives of media in any form whatsoever); and
 - 6.1.11 Participants shall do all acts, complete and execute any and all forms and/or documents (including but not limited to agreement, consent letter, release letter or such other document as may be determined by AWANI) in such manner, at such venues and within such period, as may be stipulated by AWANI in its sole discretion.
- 6.2 In consideration of AWANI offering to Participant the opportunity to participate in the Event, Participant hereby unconditionally and irrevocably:
- 6.2.1 agrees and consents that any Mode of Participation awarded is contingent upon

the accuracy of the information provided and disclosures made by Participant and the full and complete performance of Participant's warranties, undertakings and obligations hereunder;

- 6.2.2 agrees and consents that where Participant displays, publicises, and/or promotes product and/or service during the Mode of Participation ("**Participant Product/Service**"), Participant warrants that Participant Product/Service does not and will not infringe any right and any Intellectual Property Rights of any third party and that all necessary permissions, licences, clearances, releases and agreements have been secured and/or paid for. AWANI shall not be responsible for any liability arising from Participant's display, publication, promotion or other dealings of Participant Product/Service before, during or after the Event;
- 6.2.3 agrees and consents to the photographing, filming, and/or recording of Participant and Participant's voice and performance during the Event including recorded interviews ("**Recording**") and that such Recording may be incorporated in whole or in part in AWANI's content distributed through any of AWANI's platforms ("**AWANI Material**") at AWANI's sole and absolute discretion. All copyrights subsisting in the Recording shall belong to AWANI absolutely;
- 6.2.4 consents, grants, assigns and transfers to AWANI the exclusive worldwide rights (without remuneration to Participant and royalty-free) to use, market, edit, modify, reproduce, distribute, adapt, and otherwise broadcast and exploit the names, sobriquet, autograph, likeness, photographs, portrait, caricature, silhouette, voice, biography, performance, sound recordings and audio-visual recordings of the performance of Participant and/or any part thereof and all other products resulting from Participant's participation in the Event and/or AWANI Material by any means (including without limitation the right to incorporate any other materials thereto) and in all media whether now known or hereafter devised for the purpose of promoting, publicity or commercial exploitation of the Event and/or AWANI Material; and
- 6.2.5 waives the benefits of any provision of law known as *droit moral* or similar law or moral rights in any country of the world and grants to AWANI all consents which may be required under any law, to enable AWANI to exercise the rights granted herein.

7. RIGHTS OF AWANI

- 7.1 AWANI shall have full charge and control of the manner in which and the terms on which the Event and/or AWANI Material or any part thereof shall be produced, marketed, used, distributed, exploited, exhibited and/or otherwise disposed of throughout the world, if at all.
- 7.2 AWANI reserves the right to cancel, modify, amend, suspend or terminate the Event (in whole or in part) for any reasons whatsoever.
- 7.3 AWANI is under no obligation to use, exploit, or broadcast any or all Participants' participation in the Event and that no remuneration, compensation or royalties shall be payable by AWANI for the exploitation of their participation in the Event or any part thereof.
- 7.4 AWANI reserves the right to request Participants to appear and shoot episodes and/or footages and/or any other related shoots thereof for the Event from time to time during and/or after the Event Period.
- 7.5 AWANI, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Event and these Terms and Conditions, rules and

regulations in respect of the Event where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate Participants in any manner whatsoever in such circumstances.

8. PROMOTIONAL ACTIVITIES

- 8.1 AWANI and/or its affiliates reserve the right to send WhatsApp/SMS messages and/or email notification to Participants containing information and promotional activities regarding promotions by AWANI, its affiliates, sponsors, and/or agents.
- 8.2 If Participant does not wish to receive such WhatsApp/SMS messages and/or email Participant is required to inform AWANI accordingly.

9. CONFIDENTIALITY

- 9.1 Participants shall treat any rules and regulations of the Event and information and knowledge obtained by Participants in relation to and/or in connection with the Event and/or derived as a result of his/her participation in the same, including without limitation AWANI's business and operational details, the Event schedule, and the Mode of Participation (hereafter collectively known as "**Confidential Information**"), as confidential.
- 9.2 Participants shall, during and after the Event Period, take all reasonable precautions to prevent disclosures of the Confidential Information to unauthorized persons or entities for any reason whatsoever and undertakes to deliver to AWANI all tangible materials embodying the Confidential Information (including any documentation, records, listings, notes, sketches, drawings, memoranda, models accounts, reference materials, samples and machines readable media and equipment) that is in any way related to the Confidential Information including all duplicates and copies thereof.

10. INDEMNITY

Participant shall be liable for and shall indemnify AWANI, its affiliates, sponsors, agents, officers, employees, and/or assignees ("**Indemnified Persons**") from and against any and Claims which may be sustained or suffered or secured against the by the Indemnified Persons as a result of a breach by Participant of any of Participant's obligations, duties, representations, undertakings or warranties under these Terms and Conditions.

11. LIABILITY

- 11.1 Participant acknowledges that his/her participation in the Event shall be at his/her own risks.
- 11.2 Participant forever waives, releases and discharges AWANI, its agents, sponsors and representatives from and against, any and all Claims which Participant (or any party claiming through Participant hereafter) may have arising out of acceptance of any Mode of Participation or other participation in the Event including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.

12. PERSONAL DATA

- 12.1 Participants acknowledge and agree that any processing of their personal data will be in accordance with the Privacy Notice (<https://product.astro.com.my/privacy>)
- 12.2 Participants agree that all details, particulars, information and/or personal data provided by Participants, its employees, and/or representatives to AWANI (including those provided in the Registration Form):
 - 12.2.1 are true, current, accurate, and complete;
 - 12.2.2 will be retained by AWANI; and

12.2.3 may be disclosed by AWANI to third parties: necessary for the carrying out of the Event; and/or the purpose of carrying out activities relating to the Event; and/or promotion and marketing of product and services of AWANI or its affiliates, sponsors, and/or agents.

- 12.3 Participants further agree to maintain and promptly update such details, particulars, information and/or personal data to keep it true, current, accurate and complete. AWANI shall be entitled to reject or refuse participation by any Participants if Participant provides any details, particulars, information and/or personal data that is untrue, not current, inaccurate or incomplete, or if AWANI has reasonable grounds to suspect that such details, particulars, information and/or personal data is untrue, not current, inaccurate or incomplete.
- 12.4 AWANI may contact Participants from time to time using such details, particulars, information and/or personal data.
- 12.5 Any notice sent to Participants through such details, particulars, information and/or personal data shall be deemed as received by Participants.
- 12.6 AWANI will not entertain nor be in any way responsible for any disputes arising from incomplete or inaccurate details, particulars, information and/or personal data.

13. COSTS

All costs incurred by Participant in relation to and/or with respect to the Event including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by Participant as a result of and/or pursuant to his/her participation in the Event shall be solely borne by Participant. AWANI shall not be under any obligation to reimburse Participant for any of such costs and expenses incurred thereof.

14. GOVERNING LAW AND JURISDICTION

The Terms and Conditions shall be construed, governed and interpreted in accordance with the laws of Malaysia. Any and all disputes arising directly or indirectly out of these Terms and Conditions shall be exclusively dealt with by the courts of Malaysia.

15. GENERAL

- 15.1 Assignment. Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. AWANI shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by AWANI.
- 15.2 No Injunction. All rights and privileges herein granted to AWANI are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Event, the production, distribution, exhibition and/or exploitation of the Event and/or any product or service based on and/or derived from the Event including AWANI Material.
- 15.3 Severability. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of these Terms and Conditions.
- 15.4 Counterparts. These Terms and Conditions may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.
- 15.5 Entire Agreement. These Terms and Conditions contain the entire understanding between AWANI and Participant with respect to the Event, and supersede all previous

oral or written agreements or understandings between the parties. AWANI's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right unless expressly acknowledged and agreed to by AWANI in writing.

- 15.6 **Language.** The main language of these Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.

16. DEFINITIONS

- 16.1 **"Audience Participation"** has the meaning set out in Clause 2.4.1.
- 16.2 **"AWANI"** means Astro AWANI Network Sdn. Bhd. (Company No. 200001032668 (535275-D)).
- 16.3 **"AWANI Material"** has the meaning set out in Clause 6.2.3.
- 16.4 **"Claims"** means any and all demands, claims, actions, liabilities, penalties, losses, damages, costs (including, without limitation, any legal and other professional costs) and expenses.
- 16.5 **"Confidential Information"** has the meaning set out in Clause 9.1.
- 16.6 **"Confirmation Email"** has the meaning set out in Clause 4.4.
- 16.7 **"Eligibility Criteria"** has the meaning set out in Clause 3.
- 16.8 **"Event"** has the meaning set out in Clause 1.1.
- 16.9 **"Event Date"** has the meaning set out in Clause 1.2.
- 16.10 **"Event Period"** has the meaning set out in Clause 1.2.
- 16.11 **"Indemnified Persons"** has the meaning set out in Clause 10.2.
- 16.12 **"Intellectual Property Rights"** means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 16.13 **"Mode of Participation"** has the meaning set out in Clause 2.4.
- 16.14 **"Participant Product/Service"** has the meaning set out in Clause 6.2.2.
- 16.15 **"Participants"** has the meaning set out in Clause 1.3.
- 16.16 **"Recording"** has the meaning set out in Clause 6.2.3.
- 16.17 **"Registration Form"** has the meaning set out in Clause 4.2.
- 16.18 **"SME"** means small medium enterprise.
- 16.19 **"SME Participation"** has the meaning set out in Clause 2.4.
- 16.20 **"Terms and Conditions"** has the meaning set out in Clause 1.1.
- 16.21 **"Website"** has the meaning set out in Clause 4.2.
