

# FIREFLYERS UGC (USER GENERATED CONTENT) INITIATIVE

## Terms and Conditions

The terms and conditions contained herein (these “Terms and Conditions”) shall govern this Fireflyers UGC Initiative (“Initiative”) therefore it is advisable that you read and understand these Terms and Conditions.

By entering this Initiative, you agree and accept to be bound by these Terms and Conditions.

1. This Initiative is organized by FlyFirefly Sdn Bhd (“Firefly”) and will run as an ongoing program until further notice.
2. Any person who has fulfilled the criteria below is eligible to participate in this Initiative (“Participant”):
  - (a) aged 18 years of age and above; and
  - (b) residing in countries where participation in such Initiative is legally permitted.
3. Employees of Malaysia Aviation Group and their immediate family members are not eligible to win the monthly prizes.
4. How to Enter: To enter this Initiative and be eligible to win the monthly prize, Participants must,
  - Follow Firefly Airlines on Instagram or Tik Tok (@fireflyairlines);
  - Tag @fireflyairlines in their travel postings; and
  - Use the hashtag #Fireflyers in their postings

Note: All submissions must be appropriate for all audiences, free from explicit content, foul language, and any other inappropriate materials
5. Monthly Prizes: The monthly winners will receive exclusive prizes, worth not more than RM100, which may include merchandise, promotional vouchers or other items at Firefly’s discretion. Prizes are non-transferable and cannot be exchanged for cash or other alternatives.
6. Winner Selection: One (1) winner will be selected each month. The winner will be selected based on predetermined criteria, including creativity, originality, frequency of posting and engagement of submitted content. The winner will be chosen by the internal social media team at Malaysia Aviation Group. The decision is final and binding.
7. Notification: The winners will be notified via direct message on the social media platform through which they posted the content. The winners must respond within 14 days of notification

to claim the prize. Failure to respond within the specified timeframe may result in disqualification, and alternate winners may be selected.

8. Verification: Potential winners may be required to provide proof of eligibility, including age and residency, as well as compliance with the Terms and Conditions. Failure to provide such documentation within the specified timeframe may result in disqualification and forfeiture of the prize.

9. Prize Fulfillment: The monthly winners will be responsible for coordinating travel/courier arrangements to retrieve the prizes from Firefly (if necessary), including providing necessary personal information for booking purposes (if applicable).

10. Firefly reserves the right to use, reproduce, edit and distribute Participant's name, likeness, entry submissions and/or materials submitted for this Initiative for promotional purposes, 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.

11. Participants agree that rights to any intellectual property developed or customized for the purpose and in relation of this Initiative including but not limited to images, comments and materials in any media format and any media channels shall immediately be vested in and remain vested in Firefly.

12. Firefly reserves the right to use the Participant's name, images, comments, materials relating to this Initiative and the results of this Initiative 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 Firefly free and harmless from any claims and/or liabilities whatsoever resulting from the usage or the reproduction of the submitted materials by Firefly. This clause shall survive the expiration of this Initiative

13. Firefly reserves the right to modify, suspend, or terminate the Initiative at any time without prior notice. The Initiative is subject to all applicable laws and regulations and is void where prohibited.

14. By participating in the Initiative, Participants release Firefly and its affiliates, officers, directors, employees, and agents from any and all liability arising from or related to their participation in the Initiative or acceptance, use, or misuse of any prize awarded.

15. The Contest is governed by the laws of Malaysia. Any disputes arising under or in connection with the Contest shall be subject to the exclusive jurisdiction of the courts in Malaysia.

16. Should a Participant's contact details change, it is the Participant's responsibility to notify Firefly directly.

17. The Participants grant Firefly a non-exclusive, royalty-free and transferable right to use, reproduce, edit or distribute any materials submitted for the Initiative in any media format and any media channels as deemed fit by Firefly Airlines.

18. The winners hereby consent to public disclosure of his or her name and the results of the Initiative.

19. Firefly, at its sole and absolute discretion, reserves the right to disqualify any Participant and revoke or forfeit any prize at any stage of the Initiative 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) Firefly has at its sole discretion, any reason whatsoever to believe that such Participant has attempted to undermine the operation of the Initiative in any way whatsoever, including but not limited to fraud, cheating or deception.

20. Firefly's decision on matters relating to the Initiative (including, but not limited to the selection of the winner) shall be final and absolute. No discussion, correspondence, enquiry, appeal or challenge by any of the Participants in respect of any decision of Firefly shall be entertained.

21. Firefly shall not be liable for any disruption to the Initiative, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of disruption to the Initiative, reasonable efforts shall be made to remedy the disruption and resume the Initiative on a fair and equitable basis to the Participants.

22. Firefly, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of Firefly Airlines, 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 Initiative or with any of the prize offered or forfeited.

23. All rights and privileges herein granted to Firefly 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 organization of the Initiative, the production, distribution, exhibition and/or exploitation of the Initiative and/or any product based on and/or derived from the Initiative.

24. Firefly reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice.

25. These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Initiative.

26. 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.

27. By virtue of an entry to the Initiative, the Participants signify their absolute and unconditional acceptance and agreement to all the Terms and Conditions stipulated herein.

28. Firefly reserves the right to cancel, terminate or suspend the Initiative without any prior notice. For the avoidance of doubt, any cancellation, termination or suspension by Firefly of the Initiative shall not entitle the Participants to any claim or compensation against Firefly, 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.

29. Firefly will not be held responsible for any typographical errors or misprint under these Terms and Conditions.