



**Official Rules for participating in the "Real People, Real Stories" video contest
From 22 July, 2010 through 29 August, 2010 (the "Rules")**

Article 1. Organizing Organizers

AirAsia Berhad (284669-W) and AirAsia X Sdn Bhd (734161-K), are jointly organizing a contest at no cost and without any purchase obligation (hereinafter referred to as the "Contest") on the www.eyeka-asia.com website, owned by Eyeka Asia Pacific (hereinafter the "Eyeka Website").

The hosting and broadcasting of the submitted photographs and videos are operated by Eyeka Asia Pacific.

AirAsia Berhad and AirAsia X Sdn Bhd are hereinafter referred to as the "Organizers".

Article 2. Participation in the Contest

2.1

The Contest consists of uploading short videos (animated sequences of images with or without music, here after designated as "Works") onto the Eyeka Website (www.eyeka.com) in order for some of these Works to be selected as final winners by the Organizers.

The number of Works submitted by each contestant to the Contest (hereinafter referred to as "Contestant") is not limited.

2.2

The dates for participating in the Contest are from **22 July 2010, 12.00 a.m., GMT+1 through 29 August 2010, 11.59 p.m., GMT+1.**

2.3

To be eligible for the Contest, minors must imperatively be provided with written authorization from their parents / guardians to the Organizers. The Organizers is entitled, however, to require the Contestant to provide such authorization, at any time which includes prior to supplying the winner(s) with the award. This authorization should read as follows:

*"I undersigned Mr/Mrs. xxx, parent or guardian of (child's name), hereby authorize (child's name) to participate in the Real People, Real Stories Video Contest that shall occur from 22 July 2010 through 29 August 2010.
Place and date of signatory
Signatory"*

The Organizers shall be entitled to disqualify the Contestant in case the latter is unable to provide such signed authorization upon request.

Furthermore, should a winner be a minor, the Organizers will require both the minor and his parents / guardians to sign the licence agreement mentioned hereafter in article 5.2 in order for the latter to be provided with the prizes.

2.4

Participation in the Contest is subject to the Contestant having first created a user account on the Eyeka Website. When the personal account is created, the Contestant consents to Eyeka



Website's Site Usage Agreement and adds the information requested. This information should be current and allow identifying the Contestant quickly and correctly.

2.5

The employees of the Organizers and any of its affiliates or subsidiaries, and of Eyeka, as well as their relatives (parents, children, and spouse) cannot participate in the Contest.

2.6

(a) Before participation in the Contest, Contestants must carefully read and accept these Rules in their entirety.

(b) Contestants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, the Organizers shall be entitled to deem their participation and the prize granting as void.

Article 3. Details of the Works

The details of the Works admitted to enter the Contest are prescribed by the Organizers and are stated here after:

3.1

Works must abide by the following general brief:

"Real People, Real Stories"

3.2

Submitted Works must be videos and/or animations and must then comply with the characteristics of this type of works. Thus Works must be appealing, easy to share, of short duration, with inspiring, beautiful, bold, witty, goofy, funny or even scenes.

3.3

Duration of submitted videos should be limited to between 30 to 90 seconds.

Contestants undertake to retain a quality copy of the submitted Works, such as H.D. or not compressed, in order to allow the Organizers to use the winning Works within the scope of the uses detailed in these Rules.

3.4

If submitted Works are illustrated with music, using either original or free of rights music is compulsory.

3.5

Submitted Works must not constitute:

- Pornographic, racist, pedophilic content or violation of a minor's right;
- defamatory, libelous, insulting content against individuals or legal entities;
- An infringement of intellectual property rights;
- A violation of right of publicity;
- A breach of law.

Contestants undertake to abide by all the terms and provisions related to the Contest available on Eyeka's Website and more precisely on the page of the Contest.

The Organizers may refuse and withdraw all Works that breach these guidelines.



3.6

The Organizers is entitled to ask the winning Contestants to make minor changes, cuts, or dubbing changes to the Works. The Organizers has the right to suspend the appointment of the winners and the shipping of the prizes until such changes are made. If a winner refuses to make such changes, another winner will be appointed at the Organizers's sole discretion.

Article 4. Selection of the winners

4.1

25 Winning Works for the Contest will be appointed at the sole discretion of the Organizers.

Works will be judged on the basis of aestheticism, creativity, composition, consistency with the details required by the Organizers.

4.2

Winners will be notified by Eyeka no later than 1 September, 2010 through the email address used when creating a personal account on the Eyeka Website.

If a winner cannot be reached or does not reply to the aforementioned email no later than one (1) month after this email is sent, the winner will be declared to have forfeited the prize and the Organizers shall be entitled, at its sole discretion, to appoint another winner and to grant this winner with the prize or to declare the prize vacant.

4.3

Winners of the Contest shall only be selected if at least 20 Works meeting the artistic expectations and respecting the details described in these Rules and on the Eyeka Website have been uploaded during the Contest.

The Organizers shall be entitled to decide that the Contest ends up with no selected winners in the event there are fewer than 20 of such Works at the end of the Contest. The amount of at least 20 Works is justified by the need for the Jury to have enough works to select winner(s) on a fair basis.

Article 5. Prizes

5.1

Winning contestants will win:

25 winners:

A pair of return tickets to any of the following AirAsia's ASIAN destinations (valid for 100 days and subject to availability)

- Bangladesh: Dhaka
- Brunei Darussalam
- Cambodia: Phnom Penh, Siem Reap
- China: Guangzhou, Guilin, Haikou, Shenzhen
- Hong Kong
- India: Bangalore, Chennai, Hyderabad, Kochi, Kolkata, Tiruchirappalli, Trivandrum
- Indonesia: Bali, Banda Aceh, Bandung, Jakarta, Makassar Medan, Padang, Palembang, Pekanbaru, Solo, Surabaya, Yogyakarta
- Laos: Vientiane
- Macau



- Malaysia: Alor Star, Bintulu, Johor Bahru, Kota Bahru, Kota Kinabalu, Kuala Lumpur, Kuala Terengganu, Kuching, Labuan, Langkawi, Miri, Penang, Sandakan, Sibul, Tawau
- Myanmar: Yangon
- Philippines: Clark (Manila)
- Singapore
- Sri Lanka: Colombo
- Taiwan: Taipei (KL- Taipei)
- Thailand: Bangkok, Chiang Mai, Chiang Rai, Hat Yai, Nakhon Si Thammarat, Narathiwat, Phuket, Surat Thani, Ubon Rachathani, Ubon Thani
- Vietnam: Hanoi, Ho Chi Minh City

10 winners:

A pair of return tickets to any of the following AirAsiaX destinations (valid for 100 days and subject to availability)

- Australia – Melbourne, Perth, Gold Coast
- China – Chengdu, Hangzhou, Tianjin
- India – Mumbai & Delhi
- London
- Taipei

The Prize does not include anything not listed above including but not limited to: hotel accommodation, airport transfer, travel insurance, passports, visas, meals, baggage allowance, taxes, ground transportation or any other costs of personal nature not stated. Compliance with any health or other government requirements is the responsibility of the/each winner and companion.

Aforementioned prizes shall be awarded no later than 1 month after the signature of the licence agreement mentioned hereafter in article 5.2.

5.2

Contestants hereby accept to grant their rights upon their winning Work to the Organizers if their Work gets to be appointed by the Jury as a winning Work. This licence shall be on an exclusive basis and shall authorize the Organizers to use, re-use, modify, reproduce, publish, display or otherwise communicate the submitted Work, in all manner and media known or unknown without limitation and for all purposes including for promotional and advertisement purposes on a worldwide basis.

In furtherance to this, the Organizers and each winning Contestant shall sign a licence agreement (the “Licence Agreement”) no later than 30 September, 2010.

This Licence Agreement shall refer to the following:

Scope of use: the licence shall include the right for the Organizers to reproduce, communicate, broadcast, use, re-use, distribute and publish the winning Works, in whole or in part, for promotion and advertisement purposes of the Organizers's activities, brands, products, for marketing purposes, internal and external R.P. operations, corporate communication in all manner and on all media including TV broadcasting, Internet, telephone networks broadcasting, print and on wireless devices.

Duration: this license shall be granted for a five (5) year period.



5.3

The Organizers is entitled to suspend the shipping of the prize until (i) the aforementioned Licence Agreement is signed by both parties; (ii) the winner presents the Organizers with the Work in the required format.

Article 6. Use of all submitted Works by the Organizers

6.1 Scope of the licence

All Contestants hereby grant to the Organizers a non-exclusive, worldwide, royalty free, license to use, reproduce, publicly perform, publicly display, any and all of the submitted Works on Internet networks and for internal purposes. This licence is granted free of charge.

The license shall take effect when the Work is uploaded upon the Eyeka Website and is granted for a ten (10) year period from the end of the Contest.

This licence applies to all submitted Works, if they meet the required details and if they have been accepted, as well as their separate elements such as pictures, sounds, music, sequences, dialogues, subtitles, credits, characters, illustrations, title, the image and details of the author, his/her voice in order to be used by the Organizers according to the following.

6.2 Use of the submitted Works

Broadcasting on Internet networks

The right to broadcast the Works or make the Works broadcast in their original version or subtitled on the Internet network, on the mobile telephone network, by all processes inherent in this mode of communication, known or unknown to this date including the reproduction on any computer server, digital or opto-digital (including disks, tapes, hard drives, databases, website, intranet, extranet site), by VOD (video on demand), by streaming broadcasting involving a temporary reproduction with or without the possibility of downloading by the video viewer, by communication on the screens of terminals used to connect to the Internet (computer terminal equipment of a network, personal assistant, mobile phone, Game console etc.); and whatever the communication channel (hertz, cable, satellite, fixed telephone line (analog line, xDSL), mobile telephone (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, etc..), cable, fiber optic, satellite, wireless, etc.), for their communication to the public with or without encryption for both individual and collective reception;

Promotion and advertisement purposes

The right to reproduce, display and broadcast the Works, in whole or in part, on Internet networks only, for the promotion and advertisement of the Organizers's activities, products and services, as well as for the Organizers's internal and external communication, R.P., corporate communication;

Internal use by the Organizers

The right to use the Works, in whole or in part, for internal and non-commercial use by the Organizers which includes (i) the right to make originals and copies, with no number limitation, on all supports and by all media, known or unknown to this day (videotapes, videodiscs, etc.), electronic, digital (CDI, DVD, DVD-ROM, CD-ROM, USB key drives, hard drives), (ii) the right to broadcast the Work at internal meetings, (iii) the right to reproduce the Work on internal printed communication documentation.

6.3 Restrictions of use of the Works by the Organizers

Submitted Works are copyrighted works whose rights are retained by the Contestants. Thus, Contestants only authorize use that is defined by the licence.



The licence granted to the Organizers does not allow the Organizers to commercialize, to distribute the Works or copies of the Works for valuable consideration. Any resale of the Works to a third party by downloading is strictly prohibited.
The Organizers must not make Works available by V.O.D. for valuable consideration.

6.4

Should the Contestant terminate his use of the Eyeka Website (i.e. by closing his user account) the contracts and Licence Agreements concluded by the User when participating in the Contest shall continue to remain in full force and effect.

Article 7. Warranties

(a) All Contestants warrant that the Organizers shall peacefully enjoy and exercise all of the rights attached to the Works.

(b) All Contestants shall fully indemnify the Organizers against any action, claim, opposition, and claim any eviction from a third party arguing that the Work violates their rights (whether in whole or in part), and against any losses, damages or liability incurred, whether directly or indirectly, in the exercise of rights attached to the Work.

(c) All Contestants warrant that they have not used in the Works any elements (music, photographs, brands, etc.) that violate any third party rights.
Accordingly, the Contestants shall hold the Organizers harmless against any disturbance, legal action, complaint, opposition, claim and eviction instigated by a third party claiming that the Work breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the Works.

In this respect, the Contestants warrant that they have obtained written permissions of all the people represented on the Works, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments under these Rules. The contestants irrevocably undertake to provide the Organizers at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

(d) All Contestants warrant that they are the sole proprietors of the intellectual property rights granted to the Organizers. In the event the Contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Organizers that, before making the Works available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Works or from the copyright collecting societies representing such proprietors allowing the contestants to make commitments under these Rules. In this respect, the Contestants irrevocably undertake to provide the Organizers at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.
Contestants will also ensure that the Work is original, and all its components, and its content does not violate the laws in force, particularly those relating to the infringement, defamation, morality or privacy.

Article 8. Disclaimers and Limitations on Liability

It is pointed out the characteristics and the limits of Internet networks regarding the technical safety of exchanges. The Organizers and Eyeka shall not be held responsible for the damages related to the risks inherent in any connection and any transmission on Internet.

Eyeka and Organizers are not responsible, and hereby disclaim responsibility for: (i) Internet connection difficulties, congestion of the Internet network, malfunction of the quality of the equipment of Internet users, nor the quality of their mode of access that may affect the uploading time of the Works or the connection time for participation, (ii) damages resulting from data loss. Contestants are responsible for saving a backup copy of all files and data they wish to retain, (iii) contamination by any virus or intrusion of a third party in the system terminal of the contestants and are not responsible for the consequences for all consequences for the contestants



connecting to the Internet network via the Eyeka Website, (iv) damage to any property, including equipment such as computers, recording and image equipment, used by contestants when participating in the Contest.

By entering the Contest, each Contestant accepts and agrees to bear alone, and fully guarantee the Organizers and Eyeka and their subsidiaries and parent companies, officers, employees as a result, any damage or loss caused or suffered by the Contestant due to their participation in the Contest or by virtue of the possession of prize and its use, except as provided by applicable law. The Organizers and Eyeka disclaim all liability for all incidents and accidents which might occur during the events in which Contestants could participate for Contest.

In the event of force majeure, the Organizers reserves the right to cancel, shorten or suspend the Contest before the end of the participation period. If so, the Organizers undertakes to warn the Contestants as soon as possible by publishing flash news on the Eyeka Website.

Indemnity

By participating in this Contest, all Contestants (including the prize winners) agree to release and hold harmless the Organizers and Eyeka Asia Pacific from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly, (i) the awarding, acceptance, receipt, possession, use and/or misuse of any of the prizes or parts thereof awarded pursuant to the Contest, or (ii) the participation in the Contest or any prize-related activities, (iii) the broadcasting or any other authorized use of the Works by the Organizers and Eyeka Asia Pacific.

Article 9. Applicable Law and Jurisdiction

For this website, any interpretation of its content, claims or disputes (of whatever nature and not limited to contractual issues) shall governed by the laws of Malaysia or the Republic of Singapore and all contestants agree to submit to the non-exclusive jurisdiction of the Malaysian or Singapore Courts.