

# Terms and Conditions

## Alpha Bird Mini Festival 2026 – Frasers Hill

Sony (Malaysia) Sdn. Bhd. ("**Sony**") is responsible for this **Alpha Bird Festival 2026 – Frasers Hill** ("**Contest**").

Sony reserves the right to cancel or amend the Contest and the terms and conditions of this Contest ("Terms and Conditions") at any time without prior notice. Any changes will be posted on the Site.

### Qualifying Participants

1. Participants who are below the age of 18 years old are required to obtain the consent of their parents or guardians to participate in this Contest.
2. You warrant to indemnify Sony against any and all claims in relation to your participation of this Contest and breach of its Terms and Conditions contained herein. Sony's rights are hereby expressly reserved.
3. Sony reserves the right to disqualify and/or exclude any entries from the Contest, for any reason and for no reason, including without limitation, violation of any portion of these Terms and Conditions.
4. You ("Participant" or "You") are eligible to join the Contest only if you agree to and accept the following Terms and Conditions.

### Contest Rules for Alpha Bird Photography Competition

1. Contest period is from 19 Sept 2026 until 20 Sept 2026 ("Contest Period").
2. Non-refundable entry fee is RM100 for Alpha Bird Photography Competition. Participants will be entitled to a T-shirt and lunch on 20 Sept 2026.
3. Briefing session for the Contest is scheduled on 18 Sept 2026 at 8.30pm. Attendance is compulsory, and failure to attend will result in disqualification.
4. The Contest will commence at 7.30am on 19 Sept 2026 and end at 11.00am on 20 Sept 2026.
5. Photo submissions for **Alpha Bird Photo Competition** must be done by 11.00am on 20 Sept 2026. Late submissions will not be entertained.
6. Participants for **Alpha Bird Photography Competition** are required to submit 2 photos (jpg and raw) taken during the **Contest Period**. Sony will grade the photographs and the photograph with the highest marks will be selected as the winning photograph.
7. Participants shall **set the camera date and time to the date designated by the Judges or organizer** during the official event briefing. All competition entries must be captured using the designated camera date. Any photograph with a camera date that does not match the date designated by the Judges will be deemed non-compliant and shall be disqualified.
8. Photos are to be taken in any part of Frasers Hill, From the Frasers hill entrance to SRJK Tamil Bukit Frasers to Jeriau waterfall. Participants are not allowed to take pictures beyond the designated area.
9. The welfare of the birds must come first. Nested, caged, restrained, injured or dead birds or birds declared by the judges as escapees cannot be counted.
10. Attracting birds with audio equipment is totally prohibited.

11. Species not listed in the Official List. (Eg. new to Frasers Hill may be included subject to its acceptance by the judges).
12. Participants will be judged on a marks basis. Winner will be with the most marks awarded by the judges. If there are similar marks in the photograph rankings, the combined points awarded to both submitted photographs will be to determine the winner.
13. Images must be in jpg and raw format (for reference). Edited photographs such as denoise is acceptable. Heavy AI edited will be disqualified. Sony reserves the right to check the Raw images of all submissions.
14. Limited number of gear/equipment are available for loan subject to Sony's loan terms and conditions. Participants will be required to submit their ID/Passport/License for Sony to photocopy in order to loan any gear/equipment from Sony.
15. Participant who loan the gear/ equipment are fully responsible for the gear/ equipment. The loaner has to bear the cost of any damages after inspection by Sony Technician.
16. Any participant breaching the rules and Terms and Conditions of the Contest will be disqualified.
17. Participants are only allowed to submit bird species classified as Least Concern (LC) under the IUCN Red List of Threatened Species are eligible. Entries depicting bird species classified as Near Threaten (NT), Vulnerable (VU), Endangered (EN), Critically Endangered (CR), or any higher-risk conservation category will not be accepted. Refer to <https://www.iucnredlist.org/> for more info.
18. The judges' decision is final.

#### **Contest Rules for Alpha Bird Photo Race Competition**

1. Contest period is from 19 Sept 2026 until 20 Sept 2026 ("Contest Period").
2. Non-refundable entry fee is RM150 per group for Alpha Bird Photo Race Competition. Participants will be entitled to a hat and lunch on 20 Sept 2026.
3. Briefing session for the Contest is scheduled on 18 Sept 2026 at 8.30pm. Attendance is compulsory, and failure to attend will result in disqualification.
4. The Contest will commence at 7.30am on 19 Sept 2026 and end at 7.30am on 20 Sept 2026.
5. The Contest is open to teams of **three (3) participants**.
6. Participants are required to submit their **Bird Species Record Booklet** together with the corresponding photographs for the Alpha Bird Photography Race Competition between **8.00am and 9.00am on 20 September 2026**. Any submission received after **9.00am** will not be accepted.
7. Each participant will be provided with a record booklet for the purpose of documenting all bird species observed during the Contest. Participants are required to accurately record the bird species, location of sighting, time of sighting, and the corresponding image reference for each observation. The completed record booklet must be submitted together with the photo submission during the species verification session. Any incomplete, inaccurate, or misleading information may result in disqualification at the Organizer's sole discretion.
8. Participants shall set the camera date and time to the date designated by the Judges or organizer during the official event briefing. All competition entries must be captured using the designated camera date. Any photograph with a camera date that does not match the date designated by the Judges will be deemed non-compliant and shall be disqualified.

9. Birds must be recorded in any part of Frasers Hill From the Frasers hill entrance to SRJK Tamil Bukit Frasers to Jeriau waterfall. Participants are not allowed to take pictures beyond the designated area.
10. The welfare of the birds must come first. Caged, restrained, injured or dead birds or birds declared by the judges as escapees cannot be counted.
11. Attracting birds with audio equipment is totally prohibited.
12. Species not listed in the Official List. (Eg. new to Frasers Hill may be included subject to its acceptance by the judges).
13. Images recorded must be in jpg only
14. The judging criteria will be based on the total number of valid bird species recorded by each participant/team during the Contest Period. The participant/team with the highest number of valid species recorded will be declared the winner.
15. Limited number of gear/equipment are available for loan subject to Sony's loan terms and conditions. Participants will be required to submit their ID/Passport/License for Sony to photocopy in order to loan any gear/equipment from Sony.
16. Participant who loan the gear/ equipment are fully responsible for the gear/ equipment. The loaner has to bear the cost of any damages after inspection by Sony Technician.
17. Any participant breaching the rules and Terms and Conditions of the Contest will be disqualified.
18. The judges' decision is final.

#### **Judging Criteria for Alpha Bird Photography Competition**

1. Photo submission to be done by 11.00am on 20 Sept 2026.
2. Participants are required to submit their photographs by placing them in a designated folder. The folder must be named according to the following format: **Participant Name\_Phone Number**.

Example: **ShaifulBaker\_0123456789**

Failure to follow the required file naming format may result in the submission being rejected or excluded from judging.

3. Judging will be based on IUCN List Bird Status, Theme accuracy, Exposure Accuracy, Focus Accuracy, Color Accuracy & Creativity (Composition and Story).
4. **Contest Theme:**  
  
The theme for the **Alpha Bird Photography Competition** is **"Look At My Color"**. Participants are encouraged to capture bird photographs that showcase the unique colors, patterns, and visual characteristics of the bird species.
5. Winner will be announced by 2.00pm on 20 Sept 2026.

#### **Judging Criteria for Alpha Bird Photo Race Competition**

1. Photo submission to be done by 9.00am on 20 Sept 2026.
2. Participants are required to submit the completed **Bird Species Record Booklet** together with their photographs. All submitted photographs must be placed in a designated folder, and the folder name must follow the registered **team name**. Failure to comply with the required submission format may result in the submission being rejected.
3. Judging for the **Alpha Bird Photography Race Competition** will be based on the highest number of valid bird species recorded during the Contest Period. The participant/team with the highest number of valid recorded bird species will be declared the winner. All species records and photographs must comply with the rules and requirements of the **Alpha Bird Photography Race Competition**

### **Contest Entries**

1. By submitting an entry for the Contest ("Entry") (including any photographs and raw files of the photographs), you thereby (a) specifically authorize Sony to use and/or have third parties to use such entry in whole or in part, throughout the world, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or material of any kind or nature for the marketing purpose; (b) represents and warrants that all elements contained in the Entry (i) is original to you or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of any other agreement you may be a party to, (iii) is not unlawful information, infringes or violates any copyright or other right (including the image rights), (iv) does not contain libelous, tortuous, or the publication or sale of which will violate any federal or state statute or regulation, (iv) is not obscene or in any other manner unlawful, and (v) shall not require Sony to pay or incur any sums to any person or entity as a result of Sony's use or exploitation of the same. You shall indemnify and hold harmless Sony and its affiliates from and against any claim, action, damage, loss and costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.
2. Participants are personally responsible to ensure that submitted entries are successfully uploaded. Any technical errors that result in failure to submit the entries within the Contest Period will render a disqualification.
3. Sony reserves the right to disqualify all Entries that do not meet the rules and regulations of the Contest as described in these Terms and Conditions. These include Entries submitted with invalid or incorrect information.
4. Acceptance of participation in the Contest and/or prizes shall constitute consent on the participant's part to allow the use by Sony of the participant's name, nickname, image, voice, likeness and/or the fact that the participant participated in the Contest or won any prizes for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation, except where prohibited by law. Acceptance of any participation and/or prizes shall constitute a release and discharge of Sony and/or its authorized representatives by each participant from any and all liability, claims, demands, causes of action, and/or damages which the participant may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss suffered by the participant as a result of the use and/or enjoyment of the Contest or prizes, and/or (iii) any tax liabilities in relation to the Contest, prizes and/or use or enjoyment of the same.
5. Participants agree to be contacted by Sony or its authorized representatives to participate in public relations events tied to the Contest to generate press coverage of the Contest and the accessories range. This may include, but not be limited to, quotes given for inclusion in press releases and press conferences, interviews, etc.
6. Unfair or unethical methods of participation may result in disqualification.

### **Prizes**

1. Sony shall have the right to request a Winner to produce his/her valid identity documents for verification. Failure to comply will result in disqualification from the Contest.
2. In the event that a Winner (i) refuses to provide his/her name, address and contact information for the purpose of collecting or delivering the Prize; (ii) has breached any Terms and Conditions herein; or (iii) his/her entry is invalid for whatever reasons, his/her Prize will be forfeited and Sony shall be entitled to select another Winner.
3. In the event that any Winner is disqualified from the Contest, Sony, at its sole discretion, may decide whether a replacement Winner should be selected. In this event, any further Winner will be selected on the same criteria as set out in the Terms and Conditions. Sony can repeat this process any number of times until it has selected a satisfactory Winner in accordance with these Terms and Conditions.
4. Sony's decision for all Winners is final.
5. Sony has the final decision pertaining to any dispute on selection of Winner. Any appeals made including appeals to check the status of the Contest entries, will not be entertained.

6. Prizes for the Alpha Bird Photography Competition are as follows:

|               |                                                                                                            |
|---------------|------------------------------------------------------------------------------------------------------------|
| First Prize   | • Sony RX10v                                                                                               |
| Second Prize  | • Sony FE 100-400mm F5.6 – 8.0 OSS                                                                         |
| Third Prize   | • YC Onion Pineta Pro Carbon Fiber Monopod with Litch Gimbal Head and Lowerpro Tahoe BP150 Backpack (Mica) |
| Fourth Prize  | • GPO Binocular PASSION SD 8X34                                                                            |
| Fifth Prize   | • Leofoto BPA-35L All-in-One Travel Photography Camera Backpack (Black)                                    |
| Sixth Prize   | • Leofoto LY-224C+LH-25R Y-shaped Center Column Carbon Fiber Travel Tripod (Red)                           |
| Seventh Prize | • Sony Lens rain cover LCR-EL                                                                              |
| Eighth Prize  | • SD Card SF-E128A                                                                                         |
| Ninth Prize   | • SD Card SF-E128A                                                                                         |
| Tenth Prize   | • SD Card SF-E128A                                                                                         |

7. Prizes for the Alpha Bird Photo Race Competition are as follows:

|              |                                             |
|--------------|---------------------------------------------|
| First Prize  | • 3 X ZV-E10                                |
| Second Prize | • 3 X N4 Camera N-Point worth RM700         |
| Third Prize  | • 3 X N4 Camera N-Point worth RM500         |
| Fourth Prize | • 3 X Leofoto L-CS-201 Classic Camera Strap |
| Fifth Prize  | • 3 X Homan SD Card 64GB                    |

8. Prizes are non-transferable and non-exchangeable for cash and may be subject to availability. Sony reserves the right to replace any prizes with items of similar value without prior notice.
9. Acceptance of any prize shall constitute consent on the Winner's part to allow the use of the Winner's name, image, voice and/or likeness by Sony for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law. Acceptance of any prize shall constitute a release and discharge of Sony by each Winner from any and all liability, claims, demands, causes of action, and/or damages which the Winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss suffered by the Winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the Contest, prize and/or use or enjoyment of the same.
10. Results of all Winners will be announced on the spot after judging is done:

|                |                        |
|----------------|------------------------|
| <b>Winners</b> | 2.00pm on 20 Sept 2026 |
|----------------|------------------------|

11. Winners agree to be contacted by Sony or its authorized representatives to participate in public relations events tied to the Contest to generate press coverage of the Contest and the accessories range. This may

include, but not be limited to, quotes given for inclusion in press releases and press conferences, interviews, etc.

12. Sony reserves the right to withhold Prizes pending verification of the Winner's compliance with the Terms and Conditions of the Contest.
13. Sony's decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the Contest, and no queries, themes or appeals may be made or entertained regarding Sony's decision on the same. The receipt by any Winner of any prize under this Contest is conditional upon compliance with any and all applicable laws, rules and regulations.

### **Liabilities**

1. Sony cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Contest or as a result of entering the Contest or accepting any prize. Sony is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any app, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
2. By entering the Contest or accepting the prizes, you agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against Sony, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Contest and acceptance of any prize, including without limitation, personal injuries, death and property damage.
3. By submitting the Contest entries, you agree and warrant that you shall not submit any content (a) that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (b) that violates any law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (c) on behalf of any merchant or manufacturer, or for which you were compensated or granted any consideration by any third party; (d) that includes any information that references other apps, addresses, email addresses, contact information or phone numbers; or (e) that contains any computer viruses, worms or other potentially damaging computer programs or files.

### **Use of Personal Information**

1. All information, including personal information ("Information") submitted or known to Sony and/or its affiliates in connection with this Contest will only be used for the purposes set out in and treated in accordance with these Terms and Conditions and those stipulated in the Privacy Policy of Sony at <https://www.sony-asia.com/microsite/privacypolicy/my/> ("Privacy Policy").
2. In addition to those stipulated in the Privacy Policy, by entering the Contest, you agree:
  - (a) to the use of the Information, without compensation, for Sony's promotional and marketing purposes; and
  - (b) to the use of the Information, without compensation, for the purpose of administration in relation to the Contest.

### **Miscellaneous**

1. Sony reserves the right, in its sole discretion, to terminate or suspend this Contest without any liability to you should there be unforeseeable events which in Sony's absolute opinion may jeopardize the process of the Contest.

2. Sony reserves the right to amend/change the Terms and Conditions and the prizes without any liability to the participants.
3. In the event of disputes regarding the Contest or the Terms and Conditions of the Contest, Sony shall have the right to make the final decision.
4. The Terms and Conditions of this Contest shall be governed by and construed in accordance with the laws of Malaysia.