

《全民造星V總決賽 - 投票活動》（「本投票活動」）條款及條件（「本條款及條件」）：
“King Maker V Finale – Public Vote” (“Vote”) Terms and Conditions (“Terms and Conditions”):

1. 本投票活動之主辦單位為香港電視娛樂有限公司（「主辦方」）。

The organiser of the Vote is HK Television Entertainment Company Limited (“Organiser”).

2. 參加者參加本投票活動即表示同意並接受所有本投票活動內容、安排、以及本條款及條件（包括其中的個人資料收集聲明），以及主辦方所制定的任何其他規定之約束。如有任何違規行為或對本投票活動有損害的行為，主辦方有權取消相關參加者的參加資格而不作事先通知，且保留法律追訴權。

By participating in the Vote, each participant agrees to comply with and be bound by (i) the content and arrangement for the Vote, (ii) these Terms and Conditions (including the Personal Information Collection Statement), and (iii) all rules imposed by the Organiser in connection with the Vote. In the event of any violation or any conduct detrimental to the Vote, the Organiser reserves the right to disqualify the participant or pursue legal action (if necessary) against any participant who violates these Terms and Conditions or tampers with the voting process, without prior notice.

3. 為求公平，本投票活動將採用一人一票形式進行。為驗證參加者身份並維護「一人一票」機制的完整性。：

To promote fairness, the Vote will be conducted on a “one vote per person” basis. To verify the identity of the participants and to promote the integrity of the voting mechanism:

- i. 香港參加者必須以電郵註冊並登入ViuTV會員帳戶，並進行香港手機號碼認證（系統會透過SMS短訊發送一組驗證碼到參加者手機上）。參加者須根據ViuTV網頁或ViuTV應用程式上的指示進行註冊，以成為合資格的參加者。參加者須於活動期間維持有效會員帳戶，如有參加者於活動期間刪除帳戶將被視為無效投票，有關選票將自動作廢。

Hong Kong participants shall register and log into their ViuTV account with an email, and authenticate with a Hong Kong mobile phone number upon receiving a SMS containing a verification code. Participants shall follow the instructions on the ViuTV’s website or application to complete the registration for the Vote. Participants shall remain as a valid ViuTV member within the Vote Period. If any participant deletes his/her ViuTV account during the Vote Period, the applicable vote will be considered invalid.

- ii. 居住在馬來西亞或加拿大（「海外」）的參加者必須於<https://kingmaker.viu.tv>註冊成為全民造星V海外投票帳戶（「海外投票帳戶」），並進行當地手機號碼認證（系統將會透過SMS短訊發送一組驗證碼到此等海外參加者手機上）。該海外

參加者須根據ViuTV網頁或ViuTV應用程式上的指示進行註冊，以成為合資格的參加者。海外投票帳戶僅限全民造星V總決賽（「該節目」）海外投票之用，成功註冊海外投票帳戶並不代表該海外參加者已註冊ViuTV帳戶。本投票活動結束後，所有海外投票帳戶及其相關資料將被銷毀。

Participants residing in Malaysia or Canada (“overseas”) shall register for a King Maker V Overseas Vote Account (“Overseas Vote Account”) at <http://kingmaker.viu.tv> and undergo a local mobile phone number verification (the system will send a verification code via SMS to the overseas participant’s mobile phone). To become an eligible participant, overseas participants must register an Overseas Vote Account in accordance with the instructions on ViuTV’s website or app. Overseas Vote Account is only applicable for overseas voting for the “King Maker V Finale” (the “Show”) and successful registration of an Overseas Vote Account does not constitute registration of a ViuTV account. All Overseas Vote Account and associated data will be deleted after the conclusion of the Vote.

4. 本投票活動將於香港時間2023年6月30日（星期五）晚上10時30分開始，並於2023年7月16日（星期日）晚上該節目直播指定時間結束（「活動期間」），活動期間的結束時間以現場主持於該節目直播最後宣布的時間為準（請注意，該節目可能因地區限制而無法在所有海外地區進行直播）。參加者可於活動期間內無限次更改其投票選擇，系統將以本投票活動截止前最終的選擇為準。每位合資格的參加者只能投一票。

The Vote will commence on 30 June 2023 (Friday) at 10:30 p.m. (Hong Kong time) and will end at the designated time during the Show’s live broadcast on 16 July 2023 (Sunday) (Hong Kong time) (“Vote Period”). The end time of the Vote Period will be announced by the host during the Show’s live broadcast (Please note that due to regional restrictions, the live broadcast of the Show may not be available in all overseas areas). Participants may change their voting selection an unlimited number of times during the Vote Period, but the system will consider the participant’s final selection made before the end of the Vote Period as official. Each eligible participant is entitled to cast one vote only.

5. 如欲投出有效選票，參加者須於活動期間內前往<https://kingmaker.viu.tv/vote>（或其他指定網頁），填妥並遞交其投票選擇。若參加者(i)未能在活動期間成功提交本投票活動所要求的必須資料，或(ii)因任何原因未能在活動期間內成功投出有效選票，則參加者將喪失參加資格。就上述原因導致參加者未能投票的情況，主辦方不會承擔任何責任。

To cast a valid vote, participants must visit <http://kingmaker.viu.tv/vote> (or other designated website) during the Vote Period, complete and submit their voting selection. If the participant fails to (i) provide any mandatory information required, or (ii) cast their vote within the Vote Period for any reason, the Organiser shall not be responsible or liable for any loss or damage suffered in connection with any failure to cast a valid vote.

6. 如參加者違反遵守本條款及條件、違反主辦方其他所指定的規則、從事任何被主辦方視為不適當的行為、或不符合本投票活動的參加資格，主辦方有權立即取消其參加資格而不須另行通知而不須另行通知，並取消其所投的票。參加者因此而產生的任何損失或損害，主辦方恕不負責。

If a participant violates these Terms and Conditions or other rules set by the Organiser, engages in any conduct deemed inappropriate by the Organiser, or fails to meet the eligibility requirements of the Vote, the Organiser has the right to forthwith disqualify the participant from the Vote without prior notice and cancel their vote. The Organiser will not be responsible for any loss or damage incurred by the participant as a result.

7. 該節目之比賽結果將由當晚節目的星級專業評判團（「評判團」）及本投票活動投票票數各佔一半分數的方式評定。計分方法如下：

The result of the Show will be determined by a panel of professional judgments (“Panel”) during the Show and the votes cast during the Vote, with each accounting for 50% of the total score. The scoring system is as follows:

- i. 評判團評分：評判團將根據兩個回合的現場個人表演的表現進行評分，兩個回合的總分將決定排名。總分最高之參賽者為此環節的第一名並獲得10分，第二名得9分，依此類推；

The Panel: The Panel will score the contestants based on their performance in the two rounds of live individual performances. The ranking of this part shall be determined by the sum of the scores of the two-rounds competitions. The contestant ranked first in this part will receive 10 points, the second will receive 9 points, and so on;

- ii. 本投票活動：根據投票結果，得票數最高的參賽者將獲得10分，第二高的參賽者將獲得9分，以此類推。主辦方將統計投票結果，並將不包含任何個人資料的總計投票結果轉發給節目製作單位MakerVille Company Limited（「MakerVille」）；

The Vote : Based to the result of the Vote collected by ViuTV, the contestant with the highest number of votes will receive 10 points, the second highest will receive 9 points, and so on. The Organiser shall tally the result of the Vote and forward the aggregated voting results (excluding any personal information) to the Show’s producer, MakerVille Company Limited (“MakerVille”).

- iii. 參賽者的最終得分將由 MakerVille 統計，該得分為上述(i)及(ii)中獲得的分數之總和，由 MakerVille 統計。如出現同分情況，則以本投票活動投票環節的得票數較高者獲得較高排名。

- iv. The final score of a contestant shall be the sum of the scores obtained in (i) and (ii) above, to be tallied by MakerVille. In the event of a tie, the contestant with the higher number of votes in the Vote will be ranked higher.

主辦方及MakerVille 對於該節目參賽者積分統計、最終得分及獲勝者的最終決定具有約束力和決定性。

The Organiser's and MakerVille's final decision on the tallying of points, contestant's final scores and the selection of a winner for the Show is binding and conclusive.

8. 在法律允許的最大範圍內，主辦方及MakerVille 不會就下列情況負上任何責任：

To the fullest extent permitted by law, the Organiser and MakerVille shall not be liable or responsible in relation to:

- i. 因本投票活動對任何人造成或引起的任何直接或間接的損失或損害；及 / 或
Any direct or indirect loss or damage caused to or incurred by any persons in connection with the Vote; and/or
- ii. 因參加本投票活動對參加者造成或引起的任何直接或間接的損失或損害。
Any direct or indirect loss or damage caused to or incurred by any participant in connection with his/her participation in the Vote.

9. 在法律允許的最大範圍內，參加者同意豁免和免除主辦方及MakerVille 在下列情況下的一切責任，同時確保主辦方免受任何損害，同時確保主辦方及MakerVille免受任何損害，並須承擔因下列情況而對主辦方及/或MakerVille 造成或引起的任何直接、間接、特殊、附帶、懲罰或衍生的責任或損失（包括但不限於所有申索、要求、法律行動、訴訟、賠償、和解、判決、費用及支出（包括合理的律師費用））：

To the fullest extent permitted by law, participants agree to waive and release the Organiser and MakerVille from any and all responsibility in connection with the following circumstances, and participants shall indemnify the Organiser and MakerVille for any direct or indirect damage or loss caused to or incurred by the Organiser and/or MakerVille(including, but not limited to, all claims, demands, legal actions, lawsuits, indemnifications, reconciliations, judgements, costs and expenses (including reasonable legal fees)) in connection with:

- i. 在參加本投票活動的過程中，因參加者的任何作為而對其自身、主辦方、MakerVille或其他人士造成或引起的任何直接或間接的損失或損害。
Any direct or indirect loss or damage caused to themselves, the Organiser, MakerVille or other person as a result of any action during the Vote.

10. 主辦方保留權利於任何時間取消、終止、暫停本投票活動及 / 或修改本條款及條件而不作事先通知。如主辦方終止或取消本投票活動，參加者的參加資格將被取消，參加者不得提出異議。

The Organiser reserves the rights to cancel, terminate, suspend the Vote and/or modify these Terms and Conditions at any time without prior notice. In the event of termination or cancellation

of the Vote by the Organiser, the eligibility of participants to participate shall be cancelled and participants shall not have any right to object.

11. 主辦方保留對本條款及條件及 / 或其他一切相關事宜（包括但不限於該節目的獲勝者和參賽者得分分配）之最終解釋權及決定權，而其作出的決定對參加者具有約束力。如對本條款及條件及 / 或其他相關事宜有任何爭議，主辦方保留就爭議的任何問題之最終決定權。

The Organiser reserves the right to provide final interpretation and decision-making power in relation to these Terms and Conditions and/or all other relevant matters (including but not limited to the allocation of points to the winner and contestants of the Show), and its decision shall be binding on participants. In the event of any dispute in relation to these Terms and Conditions or other relevant matter, the Organiser reserves the right to make the final decision.

12. 本條款及條件受香港特別行政區（「香港」）法律管轄。主辦方及參加者均願受香港法院的專屬司法管轄權管轄。

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong"). The Organiser and the participants hereto agree to submit to the exclusive jurisdiction of the Hong Kong courts.

13. 若本條款及條件中任何條款被裁定為無效，其他條款將不受影響。

If any provision of these Terms and Conditions is held by a Hong Kong court to be unenforceable, other provisions will not be affected.

14. 如本條款及條件的英文版本與中文版本有任何不一致，概以中文版本為準。

Should there be any inconsistency between the English version and the Chinese version of these Terms and Conditions, the Chinese version shall prevail.

15. 個人資料收集聲明: 參加者參與本投票活動時所提供的任何資料（「該資料」），主辦方會按照《個人資料（私隱）條例》（香港法例第486章）、其他相關私隱法例及電訊盈科集團私隱聲明（載於 <http://www.pccw.com/privacy-statement/index.page?locale=zh>）收集、使用和保留作處理本投票活動及相關目的之用（包括但不限於確認身份之用）。另外，主辦方可將該資料轉發至與本投票活動有關的行政及服務代理作為一切必須流程之用。按上述條例下所作出有關該資料的查閱或更改，請以書面方式致函以下地址：電訊盈科集團私隱條例事務主任（香港郵政總局信箱9872號或電郵至 privacy@pccw.com）。

Personal Information Collection Statement: Any information (the "Data") provided by participants in the Vote will be collected, used and retained by the Organiser in accordance with

the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), other applicable privacy laws and the Privacy Statement of PCCW Group (available at <http://www.pccw.com/privacy-statement/index.page?locale=en>) for the purposes of processing the Vote and related purposes (including but not limited to identity verification). In addition, the Organiser may disclose the Data to administrative and service agents related to the Vote for all necessary processes. For requests regarding access to or correction of the Data under the aforementioned ordinance, please send a written request to the following address: Privacy Officer, PCCW Group, P.O. Box 9872, General Post Office, Hong Kong or email privacy@pccw.com.