

Daily Challenge Service

Terms and Conditions (the "Service").

Introduction

The Service is organized by Upstream Systems. By participating in this Service, the customer (as described here) agrees to be bound by the terms and conditions (the "Terms and Conditions") that constitute an integral part and shall be read together with the terms and conditions of the Customer Registration Form (CRF) and / or terms and the respective mobile / content terms of service offered and relevant to Customers in connection with this Service.

In the event of a conflict or inconsistency between the CRF Terms and Conditions and / or their respective mobile / content terms and conditions of service, such discrepancy shall be resolved by giving priority to the following arrangement (i) the Terms and Conditions (ii) the CRF Terms and Conditions and / or mobile / content services respectively.

Service Period

This Service will be available from March 29, 2022.

Eligibility

This Service will be available to all new and existing U Mobile prepaid and postpaid customers resident in Malaysia during the Service Period (the "Customer") that are 18 years or older. Customers are required to maintain an active line throughout the Service Period. For clarity, active means Customer can make and respond to calls.

Service Mechanism

Daily Challenge is a subscription web-based brain teaser offered to U Mobile users as part of this Service for RM5.00 /week for which Customers can opt-in and be able to play daily "challenges" that will sharpen the brain with fun, for no additional fee. Customers can choose to subscribe via the Internet. After successfully subscribing to Daily Challenge, customers will receive a confirmation SMS regarding their Subscription.

Customers may unsubscribe from Daily Challenge at any time by going to the website <http://daychallenge.upp.st/> and entering their username (the respective mobile number) and password (received via SMS at the moment of subscription from Upstream Systems). Once logged in Customers will have to click "Unsubscribe" in order to cancel the service. To be clear, when a customer unsubscribes Daily Challenge, they will automatically unsubscribe from the Service. A confirmation SMS will be sent to confirm that the Customer has unsubscribed from the Service.

Subscribers will also receive an SMS message from Upstream Systems containing a special link to access the portal along with a unique ID and password to log in to the portal. Please note that the link will not be hyperlinked; subscribers will need to manually enter the URL in their browser. Access to the Portal will apply to the Customer's internet package quota (where applicable) or the basic internet rate will apply.

Daily Challenge Subscription allows Customers to enjoy daily mental quizzes and exercises through the portal for the week that they have been successfully charged for Daily Challenge Subscription Charges.

General Terms and Conditions

1. Upstream Systems reserves the sole and absolute right to retract, amend, abandon and / or change any part or all the terms and conditions of this Service at its sole and immediate notice to Customer.
2. If a prepaid customer for Daily Challenge does not have enough prepaid credit to be charged with a Weekly Subscription Charge, they will not be able to enjoy the service for the week.
3. Upstream Systems shall not be liable for any claims by Customer or third party claims or omissions of any kind, including but not limited to, loss of profits, punitive, indirect, special, incidental or consequential damages or for any other damage and claims related to any form, including direct, indirect, third party, consequential or other damages arising out of or relating to this Service.
4. Upstream Systems reserves the right to disclaim any liability for loss or damage to property or personal injury or loss of life caused by or in connection with this Service.
5. Upstream Systems has the sole discretion to refuse any entry to the portal for any reason and shall have no obligation to respond to any person regarding the Service.
6. Upstream Systems shall not be liable if the Customer is prevented from participating in the Service, as a result of any technical or other restrictions or force majeure which includes but is not limited to law and / or governmental orders, acts of God etc.
7. Except for force majeure events such as power outages, technical failures and network failures, Upstream Systems will obtain the technical and software needed for the Service. Any Client's claim will be settled by Upstream Systems, if it is well founded, ensuring equal opportunities for the Customer and improving prejudice, where possible.
8. All pictures, personal information and names submitted in the Service, service marks, trade names, trademarks are owned or duly held by Upstream Systems.
9. Upstream Systems reserves the right, in its sole discretion, to use the name, picture, sound or video recording and customer participation for any publicity, advertising, trade or purpose of the Service in any media, without the prior consent of any payment or payment to customer.
10. Except as expressly stated herein, Upstream Systems shall not be liable for any expenses and expenses including expenses arising from or resulting from the participation in this Service.
11. Content for the Service (if applicable) is provided by a third party. Upstream Systems does not filter or edit the content. Customer acknowledges that Upstream Systems has no obligation to block the content or information provided. Upstream Systems disclaims all liability for the content provided.

12. In the event that any provision of these terms and conditions is invalid, unlawful and unenforceable under any applicable law or for any reason, the validation and enforcement of the remaining provisions will not be affected.
13. No delay or any delay by Upstream Systems in enforcing any of the terms or conditions contained herein shall constitute a waiver by Upstream Systems of any breach of these Terms and Conditions.

PRIVACY POLICY

1. What personal data do we process and why?

We may collect information from and about users of the Service directly from you when you provide it to us and/or automatically when you use the Service. By subscribing to the Service, you provide us with your phone number and you agree to receive text messages to that number from us for the sole purpose of the Service. For the provision of the Service and the validation of your subscription we also need to process the following data for you: Timestamp of actions (MO, MT, link clicks, charges), Content of MOs, MTs, Device type, operating system.

The above data are strictly necessary for the provision of the Service and are not used for any other purpose.
2. What are your rights?

The Service respects the right of users to access and manage their data, according to the PDPA. As a data subject within the meaning of PDPA, you are entitled to:

 - the right of access to your personal data;
 - the right to correct your personal data;
 - the right to withdraw consent to process your personal data;
 - the right to prevent processing likely to cause damage or distress; and
 - the right to prevent processing for direct marketing.
3. Who is processing your data?

Upstream Systems is the organizer of the Service and acts as the data controller for your personal data. Upstream Systems respects your right to privacy and data protection and shall not process your data for any other purpose than for the provision of the Service and will not disclose your data to any third party. You can exercise your rights above by directly contacting Upstream Systems.

COOKIES POLICY

1. Introduction

1.1 Our website and all its sub domains use cookies.

1.2 We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website.

2. About cookies

2.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

2.2 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

2.3 Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

3. Type of cookie

3.1 There are different types of cookie:

- Technical cookies: these allow the user to navigate through the website or application and use the various options or services there. For example, with traffic control and data communication, to identify the session, access restricted Web parts, remember the elements of an order, make the request for registration or participation in an event, use the security features during navigation, and store content for broadcast video or sound.
- Cookies customization: these allow users to access the service with some predefined general features in your terminal, or user defined settings. For example, the language, the type of browser through which you access the service, the design of selected content, geolocation terminal and place where you can access the service.
- Advertising cookies: these allow the effective management of advertising spaces which are included in the Web page or application from which the service is provided. They allow the adaptation of advertising for it to be relevant to the user and to avoid showing ads that the user has already seen.
Statistical analysis cookies: these allow the monitoring and analysis of user behavior on websites. The information gathered through such cookies is used in measuring the activity of web, application or platform sites and the profiling of user navigation of these sites, in order to make improvements to the service and functionality for users.
- Third Party Cookies: On some web pages you can install third-party cookies that allow you to manage and improve the services offered. For example, the statistical services of Google Analytics or the advertising service Google AdSense.
- We use technical and third-party cookies on our website.

3.2 This is the list of the third-party cookies we use on our website. If you would like more information about these cookies, together with information on how to reject or delete the cookies, please see their individual privacy policies using the links provided.

Name	Description	Collected Data
+1 button by Google+ social	The +1 button and Google+ social widgets are services of interaction with the social network Google+, provided by Google Inc.	Cookie and usage data

widget (Google Inc.)		
Button I like by Facebook social widget (Facebook, Inc.)	The “I like” button and Facebook social widgets are services of interaction with the social network Facebook +, provided by Facebook Inc.	Cookie and usage data
Tweet button and social widgets on Twitter (Twitter, Inc.)	The Tweet button and Twitter social widgets are services of interaction with the social network Twitter, provided by Twitter Inc	Cookie and usage data
Facebook Comments (Facebook, Inc.)	Facebook Comments is a service operated by Facebook, Inc. that allows the user to leave your comments and share them within the Facebook platform.	Cookie and usage data
Google Analytics (Google Inc.)	Google Analytics is a web analytics service provided by Google Inc. (“Google”). Google uses Personal Information collected for the purpose of evaluating the use of this application, compiling reports and sharing them with other services developed by Google.	Cookie and usage data
Google AdSense (Google Inc.)	Google AdSense is an advertising service provided by Google Inc. This service uses Cookie “DoubleClick”, which tracks the use of this site and user behavior in relation to the advertisements, the products and services offered. The user can at any time decide not to use the Cookie Doubleclick providing it is deactivated (opt out)	Cookie and usage data
Google Fonts (Google Inc.)	Google Fonts is a service of displaying font styles run by Google Inc. that allows this application to integrate such content within its pages	Cookie and usage data
Google Maps (Google Inc.)	Google Maps is a service of displaying maps powered by Google Inc. that allows this application to integrate those contained within its pages.	Cookie and usage data
Bing Map	Bing Maps is a service of displaying maps powered by Microsoft Corp. that allows this application to integrate those contained within its pages.	Cookie and usage data
PayPal (PayPal Inc.)	PayPal and 'service to make payments online, provided by PayPal Inc. that allows this site to accept payment for the sale of digital products.	Cookie and usage data
Google Tag Manager	Google Tag Manager allows you to quickly and easily update tags and code snippets on your website, such as those intended for traffic analysis and marketing optimization.	Cookie and usage data

Optimizely	A / B enabling platform and multivariate testing for users to enhance their websites & mobile apps.	Cookie and usage data
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4. Blocking cookies

4.1 Most browsers allow you to refuse to accept cookies; for example:

- (a) in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking “Tools”, “Internet Options”, “Privacy” and then “Advanced”;
- (b) in Firefox (version 36) you can block all cookies by clicking “Tools”, “Options”, “Privacy”, selecting “Use custom settings for history” from the drop-down menu, and unticking “Accept cookies from sites”; and
- (c) in Chrome (version 41), you can block all cookies by accessing the “Customise and control” menu, and clicking “Settings”, “Show advanced settings” and “Content settings”, and then selecting “Block sites from setting any data” under the “Cookies” heading.

4.2 Blocking all cookies will have a negative impact upon the usability of many websites.

4.3 If you block cookies, you will not be able to use all the features on our website.

5. Deleting cookies

5.1 You can delete cookies already stored on your computer; for example:

- (a) in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at <http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11>);
- (b) in Firefox (version 36), you can delete cookies by clicking “Tools”, “Options” and “Privacy”, then selecting “Use custom settings for history” from the drop-down menu, clicking “Show Cookies”, and then clicking “Remove All Cookies”; and
- (c) in Chrome (version 41), you can delete all cookies by accessing the “Customize and control” menu, and clicking “Settings”, “Show advanced settings” and “Clear browsing data”, and then selecting “Cookies and other site and plug-in data” before clicking “Clear browsing data”.

5.2 Deleting cookies will have a negative impact on the usability of many websites.