

Hack-A-Tech Terms & Conditions

Please carefully review the Terms and Conditions on this page before signing up for Hack-A-Tech Virtual Hackathon 2022. The Hack-A-Tech Virtual Hackathon 2022 event (“Virtual Hackathon”) is organised by Jewel Digital Ventures Sdn Bhd (“JDV”) (Registration No. 201901007717 (1317044-M)) and 1337 Ventures Sdn Bhd (“1337”) (Registration No. 201201019164 (989309-W)) (collectively, the “Organisers”). This Virtual Hackathon is governed by the terms and conditions (including any amendments made thereto by the Organisers from time to time) herein contained (“Terms and Conditions”). By registering for the Virtual Hackathon, it shall be deemed that you have read, understood and accepted these Terms and Conditions.

ELIGIBILITY

1. All participants must be eighteen (18) years old and above.
2. Participants will get to choose between two (2) tracks; Open Track (as defined below) or Advanced Track (as defined below). The Open Track is open to developers, product designers, first-time Hackathon joiners, students, and university / innovation labs. The Advanced Track is open to startups or technopreneurs with a registered company or business.
3. For the Open Track, participants can join the hackathon as an individual, or as a team of 2-3 participants. For individuals, participants can choose to remain as an individual participant throughout, or to be teamed up with other individuals who have registered. There is no compulsory technical requirement for the Open Track.
4. For the Advanced Track, startups can send an individual representative, or a team of 2-3 representatives. As startups are required to produce a working prototype, it is therefore necessary for teams to have at least 1 technical participant. If startups are sending an individual representative, he/she must have a technical background.
5. The Open Track is open to both Malaysians and non-Malaysians who are currently residing in Malaysia with a valid employment pass, student pass or residence pass.
6. The Advanced Track is open to any startup (both Malaysian and non-Malaysian) with a valid Registration number.

7. Interested participants are required to sign-up online via hackatech.my before the **Registration End Date of 5th October 2022.**
8. All successful registrations will receive an email confirmation within seven (7) working days after signing up. The Organisers reserve the right to reject your registration to participate in the Virtual Hackathon for any reasons whatsoever at our sole and absolute discretion.
9. The Virtual Hackathon is limited to participants on a first come first serve basis, so register early in order to not miss out.
10. The following group of persons are eligible to participate in the Virtual Hackathon, but are however required to declare their status in writing to the Organisers either in the relevant column in the application form or separately in an email or letter forwarded to the details of the Organisers below prior to the start of the Virtual Hackathon:
 - Permanent and/or contract employees of Permodalan Nasional Berhad (Registration No. 1978010011190 (38218-X)), JDV, 1337 Ventures, Amanah Saham Nasional Berhad (Registration No. 197901003200 (47457-V)), and/or their immediate family members (i.e. spouses, children, parents, brothers and sisters) and their representatives and/or agents and their immediate family members (i.e. spouses, children, parents, brothers and sisters)

COMPETITION MECHANICS

1. All participants will be required to attend a series of pre-Virtual-Hackathon training workshops set to take place between the 11th to 13th of October 2022.
2. All participants will be required to attend the three-(3)-Day virtual hack between the 14th to 16th of October 2022 (the Due Date).
3. All teams must start hacking/coding fresh during the Virtual Hackathon. Participants are not allowed to pre-code anything or work on existing projects and to only work with open source resources that are publicly available.
4. Participants are allowed to develop their solution in any programming language or framework, whether on mobile or web platforms.

5. The entire Virtual Hackathon will be facilitated via the Organisers' virtual event platform. All teams will receive mentorship and guidance from the Organisers virtually to enable them to complete their projects and submit the final work within the due date.
6. All projects must be completed for the first (1st) round of evaluation ("Round 1") on or before 5.00pm on 16th of October 2022. Each team is allowed to submit only one (1) entry.
7. The panel of judges for Round 1 will shortlist the Top Five (5) teams per track who will be given the opportunity to further enhance their projects based on the feedback provided.
8. The Top Five (5) teams per track will be physically presenting their improved or enhanced projects to the panel of judges on the demonstration day which will take place on the 29th of October 2022.
9. Winners may be subjected to a code-review during or after the Virtual Hackathon if there are any disputes.
10. The judges' decision is final and no communication in this regard shall be entertained.
11. Nothing herein shall constitute an employment, joint venture or partnership relationship between participants or the teams and the Organisers.

HACKATHON PRIZES

1. The first (1st) prize winner of the Open Track will receive a cash prize of Ringgit Malaysia Ten Thousand (RM10,000.00), while the first (1st) Prize winner of the Advanced Track will receive a cash prize of Ringgit Malaysia Fifty Thousand (RM50,000.00).
2. The second (2nd) Prize winner of the Open Track will receive a cash prize of Ringgit Malaysia Five Thousand (RM5,000.00), while the second (2nd) Prize winner of the Advanced Track will receive a cash prize of Ringgit Malaysia Ten Thousand (RM10,000.00).
3. The third (3rd) Prize winner of the Open Track will receive a cash prize of Ringgit Malaysia Three Thousand (RM3,000.00), while the third (3rd) Prize winner of the Advanced Track will receive a cash prize of Ringgit Malaysia Five Thousand (RM5,000.00).
4. Two (2) consolation prizes of Ringgit Malaysia One Thousand (RM1,000.00) will be awarded to two (2) teams from the Open Track category, while two (2) consolation prizes

of Ringgit Malaysia Three Thousand (RM3,000.00) will be awarded to two (2) teams from the Advanced Track category.

5. Implementation grants may be allocated to up to three (3) teams from the Advanced Track at the discretion of the Organisers.
6. The Top Ten (10) teams from both the Open and Advanced Track will be awarded a set of Microsoft Productivity and Dev tools and Microsoft Azure Credits, of which the exact amount will be determined by Microsoft.
7. The Top Ten (10) teams from both the Open and Advanced Tracks will be awarded a set of digital credits from the Organisers' partners, of which the exact amount will be revealed to the winners by the end of the demo day.
8. All participants from both the Open and Advanced Tracks will be receiving Microsoft Azure Certification courses.
9. The Organisers reserve the absolute right to substitute the prizes with other item(s) of similar or more value at any time without prior notice to the participants/winners. If the Organisers do provide notice, such notice will be by means of communication that may be deemed appropriate by the Organisers. The prizes shall be given on an "as is" basis.
10. The Organisers shall not be liable in any circumstances for any loss, defacement, tear, and damage, expired or stolen prize. Any request for replacement of such loss, defaced, torn, damaged, expired or stolen prize shall not be entertained by the Organisers.
11. The Organisers reserve the absolute right to request for proof of identification of any winner before the prize is distributed.
12. The participants also consent to co-operate with and participate in publicity activities related to the Virtual Hackathon organised by the Organisers, at their own expense without compensation whatsoever.

Table of Prizes		
Track	Hackathon participant	Prize awarded
Open Track	1st Prize	RM 10,000
	2nd Prize	RM 5,000
	3rd Prize	RM 3,000
	Consolation Prizes (2x)	RM 1,000
	Top 10 Teams	Microsoft Productivity and Dev tools

		Microsoft Azure Credits
		Digital Credits from Organisers' partners
Advanced Track	1st Prize	RM 50,000
	2nd Prize	RM 10,000
	3rd Prize	RM 5,000
	Consolation Prizes (2x)	RM 3,000
	Top 10 Teams	Microsoft Productivity and Dev tools
		Microsoft Azure Credits
		Digital Credits from Organisers' partners
Implementation Grants (3x)	Implementation grants up to RM100,000 may be allocated to up to three (3) teams at the discretion of the Organisers	
All Tracks	All Participants	Microsoft Azure Certification courses

INTELLECTUAL PROPERTY RIGHTS

1. The participants hereby confirm and agree that all work presented during the Virtual Hackathon is original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights or trademarks.
2. The participants hereby confirm that they have received the required licences and/or permission to use any third party services and/or software used for the development of their work for the Virtual Hackathon.
3. All intellectual property rights to the designs and codes of the app/prototype developed at the Virtual Hackathon are wholly owned by the teams, but the teams will grant the Organisers the first right of refusal to acquire the intellectual property right, title and interest to the app/prototype presented at the finals in the Virtual Hackathon the teams wish to transfer in whole or in part, such right, title and interest at any point in time.
4. The participants undertake to indemnify and keep indemnified the Organisers against all costs, expenses, charges, demands, claims, actions, losses and damages which the

Organisers may suffer or sustain as a result of any claim that their project or working prototype is illegally obtained or unauthorised, or that any third party's intellectual property rights or proprietary rights have been infringed.

PERSONAL DATA

1. The Organisers confirm that they shall only use or process such personal data provided by the participants to them in accordance with the Personal Data Protection Act 2010 of Malaysia ("PDPA") and shall take all necessary action to comply with and observe the provisions in the PDPA.
2. In the event that the participants provide to the Organisers any third parties' personal data, the participants confirm that they have obtained such person's requisite consent:
 - a. for their personal data to be provided to the Organisers; and
 - b. for the Organisers and/or its representatives to use or process (as defined in the PDPA) such personal data.
3. The participants acknowledge that they may be screen captured, photographed and filmed during the Virtual Hackathon. The participants agree and consent that any images or videos taken during the Virtual Hackathon will be used by the Organisers to promote this Virtual Hackathon, any future events, in press releases, printed publicity and across all digital marketing platforms.

CANCELLATION & POSTPONEMENT

1. The Organisers reserve the right to cancel or amend the dates, times and / or these Terms and Conditions of the Virtual Hackathon without notice in the event of any actual and anticipated breach of any applicable law or regulations or any other event outside of the Organisers' control.
2. The participants agree to access the Virtual Hackathon website at regular intervals to view these Terms and Conditions and ensure to be kept up-to-date on any change or variation to these Terms and Conditions.
3. For the avoidance of doubt, you are not entitled to any claim or compensation against the Organisers for any or all losses or damages suffered or incurred whether directly or indirectly, as a result of any postponement or cancellation of the Virtual Hackathon.

DISCLAIMER, INDEMNITY AND RIGHT OF THE ORGANISERS

1. The participants understand and agree that the access to the Virtual Hackathon Page and the participation in the Virtual Hackathon is solely at their own risk and the participants agree to assume full responsibility and agree that the Organisers shall not under any circumstances be liable to any participants or other person whether in tort, contract, statute or otherwise for any direct, indirect, incidental or consequential damage and costs, and for damages for any loss of profit or revenue or otherwise, arising out of or in connection to any use of, access to, participation or inability to use or access or participate in the Virtual Hackathon or the event Page and that the Organisers makes no warranty or representation of any kind, including but without limitation to the following:
 - (i) the continuous, uninterrupted and error-free operation of the Virtual Hackathon;
 - (ii) the accuracy of the information or statement provided herein;
 - (iii) freedom from any actual, direct, indirect, incidental or consequential loss, destruction, damage, corruption, attack, interference, hacking, or other security intrusions whatsoever; or
 - (iv) the security and freedom from any computer viruses or other contaminating or harmful properties.
2. The participants acknowledge and agree that to the fullest extent permitted by law, the Organisers disclaims any and all liabilities for any claims for damages, losses, costs and/or expenses arising from or connected with the participation in the Virtual Hackathon.
3. The Organisers shall not be liable for any default in respect of the Virtual Hackathon due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, storm, technical, pandemic, epidemic, outbreak, government lockdown order or system failures or any event beyond the reasonable control of the Organisers.
4. Under no circumstances shall the Organisers be liable to any loss and/or damage incurred by any party (including without limitation to the loss of income, profits or goodwill whether the same be direct or indirect, incidental, consequential, exemplary or punitive) nor shall the Organisers be liable for any special damages to any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Virtual Hackathon and/or the prize(s), even if the

Organisers have been advised of the possibility of such loss and/or damages in advance, and all such loss and/or damages have been expressly excluded.

GENERAL

1. The Organisers reserve the absolute right to change, amend and/or vary the mechanics of the Virtual Hackathon and/or vary any of these Terms and Conditions from time to time with prior notice either by displaying on the Virtual Hackathon website and/or other means of communication that may be deemed appropriate by the Organisers. If any future modifications of these Terms and Conditions are unacceptable to the participants, they should discontinue any further participation.
2. For any further enquiries, please contact the Organisers at hackathon@jeweldv.com and info@1337.ventures.
3. These Terms and Conditions shall be governed by the laws of Malaysia and the participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
4. This Virtual Hackathon is subject to all applicable federal, state and local laws and regulations, void where prohibited.
5. The participants are solely liable for any costs including expenses associated with the acceptance and/or use of the prizes and arising from the Virtual Hackathon.
6. All winners of the Virtual Hackathon shall be personally liable for all taxes, rates, government fees or any other charges that may be levied against them under the applicable laws in relation to the prizes and the Virtual Hackathon.