# **Terms and Conditions**

## CAN YOU HACK IT

## **1. INTRODUCTION**

These terms and conditions ("T&Cs") are set out to govern the Can You Hack It ("Event"). References to "us", "we", "our" and "the bank" shall refer to Hong Leong Bank Berhad and Hong Leong Islamic Bank and references to "you" and "your" shall refer to the participant, which is as defined in Clause 2 below.

You are advised to carefully review these Terms and Conditions at <u>www.hlb.com.my/canyouhackit</u> ("Website"). By signifying your acknowledgement and acceptance to the matters set out in this document, it is considered that you have read, understood and explicitly agreed to be bound by these T&Cs and agree that our decisions in relation to every aspect of the Event, including any determination is final, binding and conclusive.

#### 2. ELIGIBILITY

- a) The Event is open to both students and working individuals aged 18 years old and above and who are:
  - i. Malaysians or
  - ii. Non-Malaysians with a valid Malaysian PR or work/student permit.
- b) It is a team-based competition. Each team must have 3 members; with at least 1 coder, to build a working prototype.
- c) Individual participants are allowed to partake in the Event but the bank will assist the individual participants to form a team of 3 before the Event.
- d) All successful individuals who applied to participate in the Event will be informed via e-mail and phone before 20th April 2019. We reserve the right to reject your application to participate in the Event for any reasons whatsoever at our sole and absolute discretion.

## **3. APPLICATION FEE**

All successful individual participants and teams will be required to pay a registration fee upon receiving a confirmation from the bank via email and phone. The registration fee is

- a) RM25 per individual or
- b) RM50 per team.

#### 4. COMPETITION MECHANICS

- a) You will have to bring your own laptop.
- b) You will arrange and obtain your own transport throughout the Event.

- c) All teams must start coding fresh at the Event. You are not allowed to pre-code anything or work on existing projects. You are allowed to work with open source resources that are publicly available.
- d) You are allowed to develop your solution on any programming language.
- e) All projects must be completed within the 24 hour hacking period and a working prototype/demo has to be presented to the judges.
- f) Winning teams may be subjected to a code-review either at the Event or after the completion of the Event if there are any disputes.
- g) All the judges' decisions are final.

#### 5. CASH PRIZE

- a) The total cash prizes to be won in this Event is Ringgit Malaysia Fifteen Thousand (RM15,000.00).
- b) The grand prize winner will win a cash prize of Ringgit Malaysia Eight Thousand (RM8,000.00).
- c) The 1st runner-up winner will win a cash prize of Ringgit Malaysia Five Thousand (RM5,000.00).
- d) The 2nd runner-up winner will win a cash prize of Ringgit Malaysia Two Thousand (RM2,000.00).
- e) The cash prizes are non-transferrable to any third parties and subject always to T&Cs imposed by us.
- f) The winners who are a non-account holder are required to open/register for a savings account with the bank to receive the cash prizes.

#### 6. INTELLECTUAL PROPERTY RIGHTS

"By participating in this Event, you hereby expressly agree, confirm and acknowledge that:

- a) Each prototype/demo/mock-up presented during the Event is an original work and in no way violates, in whole or in part, the intellectual or industrial property rights of others;
- Each prototype/demo/mock-up presented is the property of the team, which takes full responsibility for ensuring such rights of ownership, intellectual property and originality within the limits of the law (e.g. filing of patents and other such registrations as appropriate);
- c) The bank shall be authorized to use the prototype/demo/mock-up, whether partially or wholly, including using any ideas, designs, codes created, invented and developed by you during the Event ('Intellectual Property') and for this purpose, the bank shall be granted an exclusive license to use the Intellectual Property without any restrictions and/or any payment/charge;
- d) You shall inform the bank in the event the Intellectual Property is altered or modified at any time;
- e) You shall grant to the bank the first right of refusal to acquire the Intellectual Property in the event you wish to transfer your rights of ownership in the Intellectual Property to another third party;
- f) Any publication by the bank of the prototype/demo/mock-up on websites or social media will result in the same being visible to the public and the bank assumes no responsibility for any use and/or abuse of the idea and/or any development of the idea and/or related project by any party coming into contact with the

said idea online or on social media and the bank shall not be liable for any compensation or damages in relation thereto; and

g) You undertake to indemnify the bank against all costs, expenses, charges, demands, claims, actions, losses and damages which the bank may suffer or sustain as a result of any claim that the Intellectual Property infringes the rights of a third party."

#### 7. PUBLICITY

You acknowledged that you may be photographed and filmed throughout the Event. You agree and consent that any images or videos taken during the Event will be used by the bank and JomHack Malaysia to promote future events, in press releases, printed publicity and digital marketing platforms.

#### 8. CANCELLATION & POSTPONEMENT

- a) We reserved the rights to postpone or cancel the Event without prior notice. If the Event is postponed or cancelled, the announcement shall be posted on the Website immediately.
- b) You agree to access the Website at regular time intervals to view the T&Cs and ensure to be kept up-todate on any change or variation to the T&Cs. We shall not be responsible or liable to compensate you for any loss, damage or disappointment whatsoever due to the cancellation or postponement of the Event.

## 9. USAGE OF INFORMATION

- a) Any information provided in the application form will be kept confidential and only be used for the Event and for the process of recruitment where applicable.
- b) We will not share, disseminate or distribute any of your personal information without consent unless we are required to do so pursuant to any applicable law or by ruling of a court or administrative body of competent jurisdiction.

#### **10. GENERAL TERMS AND CONDITIONS**

- a) We reserve the right to change, amend or delete the T&Cs and other rules and regulations governing the Event at any time at our sole and absolute discretion. You agree to access the Website regularly to view the T&Cs and to ensure that you are up-to-date with the latest T&Cs.
- b) You are required to submit your application form via the Website.
- c) You are required to submit further enquiries via email: <u>hackathon@hlbb.hongleong.com.my</u>
- d) The T&Cs shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

## **11. PARTNERSHIP**

The terms (a) and (b) set out below are applicable only to companies that are interested to partner with HLB for the Event. The purpose of the partnership is for the companies to collaborate with HLB on APIs engagement or mentoring activity.

## a) EXPRESSION OF INTEREST

You are required to submit your expression of interest via the action button found in the Website or via email to <a href="https://www.hom.expression.ng">https://www.hom.expression.ng</a> https://www.hom.expression.ng</a>

We reserve the right to, at our sole and absolute discretion:

- i. Request for further information (including but not limited to any relevant documents) in relation to your submission;
- ii. Perform the necessary background checks and/ or due diligence on you and/or the company;
- iii. Accept you to be our partner for any collaboration

## b) ENGAGEMENT

If your company has been selected or deemed to be of interest to us, we will contact you via email or phone call for further discussion or engagement. Further legal paperwork will commence in order to officiate any formal engagement of business.