

MyRapid Hack 2023

Terms & Conditions of the Event

Rapid Bus Sdn Bhd ("Rapid Bus") in collaboration with Universiti Teknologi Malaysia ("UTM") is organising the "MyRapid Hack 2023" ("Event") to be held from 7 September 2023 until 24 September 2023 ("Event Period").

Objective:

The objective of this Event is to provide Participant(s) with an opportunity to develop a new and innovative solutions that enhance the digitalisation of public transportation align with the event theme, "Resilient Urban Mobility Transformation", specifically focusing on buses in Malaysia. Participant(s) will address four (4) different challenges such as service efficiency, operational performance, mobility revolution and customer experience.

By registering and/or participating in the Event, you acknowledge that you have read, understood and agree to full and unconditional accept the terms and conditions ("**Terms**") stipulated herein. These Terms may be updated by the Organisers from time to time.

For the avoidance of doubt, the following terms are used throughout the Terms:

- a) The term "you" or "Participant(s)" refers to individual participants.
- b) The term "**Group(s)**" refers to participant teams.
- c) The term "we" or "Organisers" refers to Rapid Bus and UTM, the Event organisers.

1. Participation & Registration

- i. A team must consist of a minimum of two (2) Participants and a maximum of three (3) Participants. The Event does not accept individual entries. Each team can submit one (1) registration form and represent one (1) category.
- ii. To participate in the Event, Participant(s) through their respective Group(s) are required to:
 - a) Register via the provided registration form at https://forms.gle/Ukw45L9ikAR6nNU3A between 21 August until 4 September 2023 ("Registration Period");
 - b) Provide any applicable personal and Group(s) information to complete such registration;
 - c) Ensure that all data provided through the registration process is complete and correct;
- iii. Upon submission of the registration form, each Participant(s) will receive a confirmation email within five (5) working days at the registered email address.



- iv. We reserve the right, at our sole and absolute discretion, to reject or decline the participation of any Participant(s) and/or Group(s) even subsequent to successful registration.
- v. Participant(s) are not permitted to change Group(s) after registration. Any additional or removal of Participant(s) from the registered Group(s) is prohibited after the registration form submission.
- vi. Each Group(s) is solely responsible for its cooperation and teamwork. We shall not be held liable for late, lost or misdirected submissions, which may include delays and/or failure in electronic or telecommunication systems due to (without limitation) technical faults, network disruptions/congestions, or any technical or human errors that may occur during the registration and/or administration of the Event.

2. Participant(s)' Eligibility

- i. The Event is open to both Malaysian and non-Malaysian Participants, provided that the Participant(s) possess a valid Malaysian Permanent Resident (PR) or work visa or student visa and are currently residing in Malaysia. Participation is subject to the following minimum conditions.
- ii. Eligibility for the two (2) categories is outlined as follows:
 - a) Category 1: Public Sector & Industries
 - All Group(s) Participant(s) must be above 18 years old.
 - Open to Malaysians and non-Malaysians with a valid Malaysian PR or work visa, currently residing in Malaysia.
 - Participation fee is RM150.00 for each Group(s).
 - Limited to twenty (20) groups.

b) <u>Category 2: Higher Education</u>

- All Group(s) Participant(s) must be between 18 30 years old.
- Open to Malaysians and non-Malaysians as long with a valid Malaysian PR or student visa, currently residing in Malaysia.
- Participation fee is RM100.00 for each Group(s).
- Limited to thirty (30) groups.
- Student Identification Card (ID) is required.
- iii. All Group(s) Participant(s) must adhere to the above eligibility criteria. If any Group(s) Participant(s) is found to be ineligible or fails to comply with the rules, the entire Group(s) may be disqualified.
- iv. In cases where registration is unsuccessful due to ineligibility to participate, and the number of registered groups has reached the limit, we will refund the registration fee within thirty (30) working days to the account from which the payment was made (depending on your card provider). The refund process will take place after the Registration



Period ended. Please note that refunds will not be issued if participant(s) choose to withdraw from the event.

3. Event Mechanics

- i. The Event will be conducted virtually. However, ten (10) shortlisted Group(s) for each category is compulsory to attend the live pitching session at Kompleks Rapid Bus Cheras Selatan on 23-24 September 2023.
- ii. All Group(s) are compulsory to attend Event briefing held online on 7 September 2023. Dataset for the Event will be given after the briefing session. Participant(s)' inquiries about the challenge can be addressed on 8 September 2023 via a hybrid platform (physical venue at Kompleks Rapid Bus Cheras Selatan).
- iii. The use of Rapid Bus dataset for development of data applications or products ("Solutions") is MANDATORY. While external datasets from other sources (any publicly available resources, open-source libraries, APIs) are encouraged, compliance with third-party terms and licensing is vital.
- iv. Groups(s) are free to develop Solutions using any programming language or framework on mobile or web platforms.
- v. Group(s) can virtually consult selected mentors during the development stage, with a maximum of two (2) sessions lasting fifteen (15) minutes each. Scheduling these sessions will be done through the **person in charge** ("PIC") via the Telegram group.
- vi. The Solutions must be original, created from scratch, and without ties to any intellectual property. The judging panel reserves the right to withdraw the prize if the creations is not original.
- vii. Group(s) must submit an idea deck related to Solutions in the format:
 - a) Brief report in PowerPoint format about data applications or products.
 - b) Video brief on the developed Solutions.
 - c) Source code (must be able to be tested and amended by the examiner), dashboard (e.g., Power Bi Desktop).
 - d) Any data transformation tools used (e.g., Python, R).
- viii. Group(s)' Solution submissions must comply to the following rules to avoid disqualification, if We has reason to believe, in our sole discretion, that the submission:
 - a) does not comply with these Terms;
 - contains, depicts, or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal, or otherwise unsuitable language activity or other content;
 - c) contains, depict, or refer to any content which disparages or refers negatively of Rapid Bus, or any other person or entity;



- d) contains any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights); or
- e) found to (or where We reasonably suspects that the submission) contains any element of plagiarism of another party's ideas, processes, results, data or words.
- ix. Solutions must be completed within a specific time. Submissions after the deadline will not be evaluated.
- x. Solutions must be functional, aligned with the Event theme, and exhibit high-quality performance.
- xi. Judging panel evaluations are **FINAL** and objections will not be entertained. Disputes not covered in these Terms will be resolved by the Organisers. Evaluation criteria include:
 - a) Product Functionality;
 - b) Effective Use of Data;
 - c) Quality and Potential;
 - d) Impact; and
 - e) Data Visualization
- xii. Ten (10) shortlisted Group(s) for each category will be selected and informed by the PIC on 22 September 2023. The shortlisted Group(s) will proceed to the final live pitching session on 23 and 24 September 2023 at Kompleks Rapid Bus Cheras Selatan. The presence of an accompanying lecturers for the higher education category is **ENCOURAGED**.
- xiii. The live pitching for ten (10) shortlisted Group(s) in Higher Education category will be held on 23 September 2023.
- xiv. Ten (10) shortlisted Group(s) for Public Sector & Industries category **COMPULSORY** be present at Kompleks Rapid Bus Cheras Selatan on 23 September 2023. Group(s) will have twenty-four (24) hours for further project enhancements before final live pitching held on 24 September 2023.
- xv. The prize-giving ceremony will be held on 24 September 2023 for both categories.
- xvi. Once shortlisted for the final stage, all Group(s) Participant(s)' attendance on 23-24 September 2023 is **COMPULSORY**. Failure to attend may result in disqualification.
- xvii. Other non-shortlisted Group(s) are **ENCOURAGED** to attend on 23-24 September 2023 to receive participation's certificates and goodies bags. If no claim on the goodies bag is made within this period, title to the goodies bag may be given to the organiser.



4. Event Prizes

i. Prizes will be awarded based on the categories outlined below:

a) Category 1: Public Sector & Industries

1st Prize: RM6,0002nd Prize: RM4,0003rd Prize: RM1,500

• Best Visualization: RM500

b) Category 2: Higher Education

1st Prize: RM3,0002nd Prize: RM1,5003rd Prize: RM800

Best Visualization: RM200

The 1st Prize, 2nd Prize, 3rd prize and Best Visualisation winners for both categories mentioned above are collectively referred to as the "Winners".

- ii. Winners are solely responsible for any costs, expenses and taxes associated with the acceptance and/or use of the cash prizes.
- iii. Cash prizes are non-transferrable to third parties and are subject to additional terms and conditions imposed by us.
- iv. Cash prizes will be transferred to the current account and savings account/ current account-i and saving account-i ("CASA/CASA-i") of the Group(s) Leader of the winning Group(s).
- v. The Group(s) Leader is responsible for ensuring the fair distribution of cash prizes among Group(s) Participant(s). The Organisers shall not be responsible if the Group(s) Leader fails to distribute the cash prize or if disputes arise among Group(s) Participant(s) regarding distribution.
- vi. The Organisers reserves the absolute right to substitute the cash prizes with other item(s) of similar values at any time with prior notice by means of communication that may deemed appropriate by the Organisers. The prizes shall be given on an "as is" basis.
- vii. The Organisers shall not be held liable in any circumstances for any loss, defacement, tear, and damage, expiration, or theft of prizes. Any request for replacement of lost, defaced, torn, damaged, expired, or stolen prizes will not be entertained.
- viii. The Organisers reserve the absolute right to request proof of identification of any winner before prize is collection.



ix. In the event that, following after the Solutions review, the Organisers and/or the Judging panel determined that the project developed by the Winners is not original and/or infringes on the intellectual property rights of any third party, the Organiser reserve the right to forfeit the awarded prize.

5. Intellectual Property Rights

- i. By participating, you confirm and agree that all work presented during the Event is original and will not infringe upon the intellectual property or proprietary rights of any third party, including, but not limited to patents, copyrights, or trademarks.
- ii. You agree to indemnify the Organisers against any costs, expenses, charges, demands, claims, actions, losses, and damages that the Organisers may suffer or sustain as a result of any claim that your project or working prototype is obtained illegally or without authorization, or that it infringes upon intellectual property rights or proprietary rights of any third party.
- iii. Each Participant(s) is irrevocably assigns and transfers and agrees to assign and transfer to the Organisers, its subsidiaries, affiliates, agents, contractors, and partners, all his/her intellectual property rights, right, title, and interest in and to the Participant(s)' Solutions.
- iv. Consequently, the Organisers, its subsidiaries, affiliates, agents, contractors, and partners, shall have the rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, in whole or in part, any Solutions, in any manner without further compensation during and after the Event.
- v. The Organisers, its subsidiaries, affiliates, agents, contractors, and partners may reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform the Solutions during and after the Event.
- vi. At the Organisers' request and expense, Participant(s) will assist and cooperate with the Organisers (or its subsidiaries and affiliates) in all respects to execute documents and take further reasonable actions requested by the Organisers (or its subsidiaries and affiliates) to enable the acquisition, transfer, maintenance, perfection, and enforcement of their Intellectual Property Rights and other legal protections for the Solutions.

6. Rapid Bus's Confidentiality Information

- i. "Rapid Bus's Confidential Information" includes:
 - a) All commercial, business, financial, technical, operational, administrative, marketing, or other information or data of Rapid Bus (including know-how, customer and supplier details, business opportunities and processes, plans, intentions, statistics, models, market strategy and opportunities, customer and business affairs and future plans for the development of business) relating to the Group(s) or any of its Participant(s) or their respective affairs in whatever form supplied or received (whether in oral, written,



- electronic, digital or any other form) which is directly or indirectly disclosed or made available to the Participant(s); and
- b) All copies, summaries, transcripts, analyses, compilations, studies and other documents which contain or otherwise reflect or are generated by Rapid Bus or any of its representatives from any such information or data referred to above.
- ii. In consideration of the disclosure of Rapid Bus's Confidential Information and by participating in the Event, you undertake and agrees to treat and maintain as confidential the Rapid Bus Confidential Information in accordance with the requirements:
 - a) Use the Rapid Bus's Confidential Information solely to facilitate your participation in the Event;
 - b) Not disclose any part of Rapid Bus's Confidential Information to any person;
 - c) Not use Rapid Bus's Confidential Information or any part of it for any purpose whatsoever other than the Event;
 - d) Not make any copies, summaries, transcripts, analyses, compilations, studies or other documents which contain or otherwise reflect or are generated from, the whole or any part of Rapid Bus's Confidential Information save as is strictly necessary for the Event and provided that all such copies, summaries, transcripts, analyses, compilations, studies or other documents shall be clearly identified as being Rapid Bus's Confidential Information;
 - e) Notify Rapid Bus in writing immediately when it becomes aware that any Rapid Bus's Confidential Information has been disclosed to or is in the possession of any person who is not authorized under these Terms to receive such Rapid Bus's Confidential Information;
 - f) To the extent possible keep all Rapid Bus's Confidential Information separate from its own information in a safe and secure place and shall treat all Rapid Bus's Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential or proprietary information; and
 - g) At the conclusion of the Event, and/or at Rapid Bus's request, return, permanently destroy or erase any tangible records of whatsoever nature in the possession, custody or control of the Participant(s) which contain any Rapid Bus's Confidential Information.
- iii. Where the Participant(s) infringe or breach or threaten to infringe or breach the confidentiality obligations under this provision, Participant(s) shall indemnify the Organisers from and against all claims, costs, expenses, loss or damage (including but not limited to legal costs) which may arise directly or indirectly from such actual or threatened infringement or breach of the confidentiality obligations under this provision.
- iv. The obligations contained in this provision shall subsist even after the completion of the Event without limit in point of time except and until such Rapid Bus's Confidential Information enters the public domain otherwise than as a consequence of a breach by the Participant(s) of the provisions.



7. Publicity

- i. By participating in the Event, you hereby confirm and consent to the use of your name, photograph, film, biographical information, entry and statements for advertising and promotional purposes. This includes usage by the Organisers and/or the Event Organiser's on their website, portal, newsletters, social media accounts or other outlets, without additional compensation.
- ii. Participant(s) also agree to cooperate and engage in publicity activities related to the Event. These activities will be at Participant(s)' own expense and without expecting any compensation.

8. Personal Data

- By participating in the Event, Participant(s) consent to the Organisers processing and storing their personal data in compliance with the Personal Data Protection Act 2010 ("PDPA 2010").
- ii. We will not share, disseminate or distribute any personal information without Participant(s)' consent, unless required to do so pursuant to any applicable laws or by ruling of a court or administrative body of competent jurisdiction.

9. Cancellation & Postponement

- i. We reserve the right to change, amend or delete the Terms any time at our sole and absolute discretion without prior notice to Participant(s). It is your responsibility to regularly access the https://myrapid.com.my/myrapidhack23/ ("Website") to review the latest Terms and to stay informed. We shall not be responsible or liable for any loss, damage or disappointment whatsoever resulting from the cancellation or postponement of the Event.
- ii. We reserve the right to postpone or cancel the Event at any point in time. If the Event is postponed or cancelled, the announcement will be posted on the Website immediately.
- iii. We may refuse Event registration without providing a reason and reserve the right to exclude Participant(s) who have already been admitted. This applies in particular in cases in which the rules of the Event or Terms are breached, or if technical means or other manipulative aids are deployed. In such an event, we are entitled to revoke the prizes and/or to demand that they be returned, as the case may be. This shall also apply should the Participant(s) fail to make truthful statements in providing their personal details.
- iv. We are not responsible for incidents, internet network congestion, health issues, or any losses experienced during participation in the Event.
- v. Once registered and the participation fees are paid, application withdrawal does not qualify for a refund.



10. Disclaimer, Indemnity and Right of The Organisers

- i. Participant(s) understand and agree that the accessing the Website and participating in the Event is solely at their own risk. Participant(s) assume full responsibility and acknowledge that the Organisers shall not be liable under any circumstances, whether in tort, contract, statute or otherwise for any direct, indirect, incidental or consequential damages and costs. This includes damages for loss of profit, revenue or otherwise, arising from or in connection with the use of, access to, participation, or inability to use or access or participate in the Event or the Website. The Organisers makes no warranty or representation of any kind, including but not limited to:
 - a) Continuous, uninterrupted, and error-free operation of the Event.
 - b) Accuracy of the provided information or statements.
 - c) Freedom from any actual, direct, indirect, incidental, or consequential loss, destruction, damage, corruption, attack, interference, hacking, or other security intrusions whatsoever.
 - d) Security and freedom from computer viruses or other contaminating or harmful properties.
- ii. Participant(s) acknowledge and agree that to the fullest extent permitted by law, the Organisers disclaims any and all liabilities for claims of damages, losses, costs and/or expenses arising from or connected with the participation of the Event.
- iii. The Organisers shall not be liable for any default in respect of the Event due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, storm, technical, pandemic outbreak, government lockdown order or system failures or any event beyond the reasonable control of the Organisers.
- iv. The Participant(s) are responsible to take appropriate measures to protect his/her own data and/or software located on his/her laptop or equipment, against any violation. The Participant's connection to the Website and his/her participation is made under his/her sole responsibility. The Organisers shall not be held responsible for any infection by potential viruses on the Participant(s)'s computer equipment, or of the intrusion of a third party on his/her system.
- v. The Organisers shall not be held responsible if, for any reason, data and information related to a Participant(s)' registration does not reach the Organiser or is illegible or impossible to process.
- vi. The Organisers reserve the right to exclude or disqualify any Participant(s) who disrupt the Event.
- vii. The Organisers reserve the right to use any resources, including legal action against anyone suspected of cheating, falsifying, or disrupting the process described in the Terms, or suspected of attempting to accomplish/ carry out such actions. Any Participant(s) who is deemed by the Organisers or the Organisers has reason to suspect the Participant(s) has



disrupted the Event in any ways mentioned above will be deprived of the right to participate or obtain any prize and no claim will be accepted or entertained.

- viii. 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 Event 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.
- ix. The Organisers reserve the right to collaborate with Participant(s) or the Winners through a memorandum of understanding as a solid step in the effort to drive the production of sustainable data applications/ products and have an impact on improving the public transport digitalisation.
- x. The Organisers reserve the right to modify or improve the capabilities of the Solutions for the purpose of being used for Rapid Bus as deemed appropriate.
- xi. The Organisers will not cover transportation, accommodation, or other costs during the Event.
- xii. Group(s) must use their own office equipment such as (e.g., Laptop, iPad), cable converters and necessary software during live pitching.

11. General

- i. The Organisers reserve the absolute right to change, amend and/ or vary the mechanics of the Event and/or modify any of these Terms at any time without prior notice. If any future modifications of these Terms are unacceptable to the Participant(s), they should discontinue further participation.
- ii. For any further inquiries, please email us at myrapidhack@gmail.com
- iii. These Terms are governed by the laws of Malaysia and Participant(s) agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- iv. This event is subject to all applicable federal, state and local laws and regulations. Void where prohibited.