

Steinbeis Subject Matter Experts Solutions (SMX Solutions) Program Competition

Terms and Conditions

1. General

- 1.1 The SMX Solutions Program Competition (“Competition”) is initiated by Steinbeis Malaysia Foundation (“STMY”) to provide a crowdsourcing platform for Malaysian companies to find solutions to their industrial problems (“Problem Statement”).
- 1.2 Through the Competition, members of the public are encouraged to submit their ideas, proposals or solutions (“Solution”) to the companies’ Problem Statements published in the STMY’s website www.steinbeis.my/SMX, in STMY’s social media platform such as facebook and twitter and in The Edge, The Star and Utusan Malaysia (“STMY Publications”).
- 1.3 A panel of jury will assess the viability of the Solutions and the winning Solution will be awarded a cash award of Ringgit Malaysia Ten Thousand (RM10,000.00) (“Cash Award”).
- 1.4 These terms and conditions apply to any Competition featured in any STMY Publications unless otherwise expressly stated. By entering a Competition, the participants agree to be bound these terms and conditions.
- 1.5 STMY reserves the right to cancel or amend the terms and conditions without notice in the event of any act of God, any actual or anticipated breach of any applicable law or regulation or any other event which is out STMY’s reasonable control. Any such changes will be posted within the terms and conditions.

2. Entry Criteria

- 2.1 The Competition is open to any individual above the age of 18 who are residing in Malaysia.
- 2.2 The employee of STMY or any associated company of STMY and their immediate family members or persons connected with the Competition are not eligible to participate in the Competition.

3. Submission Requirements

- 3.1 To participate in the Competition, each participant must submit via the entry form on STMY’s website www.steinbeis.my/SMX, the proposed Solution and all other documents and information as specified on the entry form (“Entry”) before the closing date and time specified in STMY Publication.
- 3.2 Any new submission or amendments in submission received after the closing date and time shall not be considered.
- 3.3 The participant must adhere strictly to the Format of Submission. Submission in any other format shall not be considered.
- 3.4 All proposed Solution submitted must be unpublished ideas, proposal or solution of the participants. Any ideas, proposals or solutions published on the Internet, journals, books or printed articles will not be eligible. Any suspected plagiarism or infringement of any third party’s rights discovered and confirmed will disqualify the entry, regardless of when it is discovered, even after the participant has been notified that he or she is a winner.

4. Format of Submission

- 4.1 Submission vide document.
 - (a) Submission must be in English or Bahasa Malaysia;

- (b) Submission must be submitted electronically in PDF or Microsoft Word document, word.doc or docx format. The participant must ensure the submitted files are free from viruses, macros and malwares. Submissions that contain viruses, macros and malware may be rejected. Submission in any other formats will be rejected;
- (c) Every submission should consist of the following:
 - (i) Title Page – Title of the Problem Statement followed by the Title of the Solution
 - (ii) A brief summary of the proposed Solution
 - (iii) The proposed Solution must not be less than 1000 words
 - (iv) Every page of the document should be numbered
 - (v) No hard copies of submission are required

4.2 Submission vide video

- (a) Entry vide video must be submitted in the English language or Bahasa Malaysia language
- (b) Entry video should consist of the following:
 - (i) Title of the Problem Statement followed by the Title of the Solution
 - (ii) A brief synopsis of the video
 - (iii) The video must be uploaded to YouTube.com and the privacy settings of the video must be changed to **Unlisted**. Please refer <https://goo.gl/yYc958> on the steps to change your privacy settings.
 - (iv) The URL of the video must be provided together with the submission
 - (v) Audio quality must be clear – on site audio feed or narration is allowed

4.3 Submitted entries, including materials related thereto such as prototypes, sample products, designs and drawings shall become the sole property of STMY and shall not be returned to the participants.

5. Intellectual Property Rights and Indemnity

5.1 STMY does not claim any rights or ownership in your Entry. As such, you retain ownership and copyrights, although STMY will be able to use the Entry as set out in the terms of this Clause 5.

5.2 Participants grants to STMY a non-exclusive, worldwide and irrevocable license and the right to publish and use in connection with the Competition either wholly or parts of the Solutions in any and all media, including but not limited to the Internet and publicity materials, without compensation to the participants.

5.3 Each participant shall have the sole responsibility to secure potential intellectual property rights related to his/her Entry. STMY shall not be responsible for any costs incurred or loss, damage, injury, expenses or liability suffered by the participants in relations to any failure to successfully secure ant intellectual property rights related to the Entry as a result of participation in the Competition.

5.4 Each participant warrants that:

- (a) all information provided with his/her Entry is true, complete and accurate;
- (b) his/her Entry is his/her original idea or creation and that he/she is the sole author and proprietor of the Solution;
- (c) his/her Entry does not infringe any third party intellectual property rights;
- (d) he/she has not sold, assigned or otherwise transferred or granted any rights in the Entry to any third party prior to entering the Competition;
- (e) his/her Entry will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening in nature.

5.5 Each participant shall indemnify and hold STMY harmless against any loss, cost, damage, injury or expense that STMY may incur as a result of any breach by the participant of this Clause 5.

6. Personal Data Protection and Publicity

- 6.1 STMY and the companies participating in the SMX Solutions Program (“Data Processors”) will not disclose the participant’s personal data to any third party without the participant’s consent. The Data Processors process the participant’s personal data for the purpose of providing the SMX Solutions Program Competition only. Data relating to the participants will be retained by the Data Processors for a reasonable period after the Competition closes to assist the Data Processors to operate the Competition in a consistent manner and to deal with any queries on the Competition.
- 6.2 Participants grants to the Data Processors the irrevocable, perpetual and worldwide rights to publish and use in connection with the Competition, their personal data such as name, videos or photographs in any and all media, including but not limited to the Internet and publicity material, without limitation and without compensation to the participants.
- 6.3 The participants agree to fully cooperate and participate in all publicity and promotional activities and/or press conferences regarding their participation in the Competition.
- 6.4 Participants agree not to engage in any conduct that is detrimental to the name or reputation of STMY without the written consent of STMY.

7. No Liability

- 7.1 STMY shall not be liable for any late, lost, delayed, misdirected, damaged or incomplete Entry.
- 7.2 STMY shall not be liable for any damage resulting from the participation of the Competition, including but not limited to death, personal injury or other loss or damage resulting from the experiments or other preparation or fulfilment of the participant’s Entry into the Competition.

8. Judging Procedure

- 8.1 All Entries shall be evaluated based on the following criteria:
- (a) a viable Solution to the Problem Statement posed;
 - (b) the Solution is capable of being executed;
 - (c) the Solution is capable of being integrated into the companies participating in the SMX Solution Program;
 - (d) the Solution exhibit innovativeness and creativity; and
 - (e) Any other criteria as determined by the panel jury in their sole discretion.
- 8.2 Participants may be required to provide further information to assist the panel jury in assessing their Entries. Each Participant agrees to fully cooperate with the panel jury to provide such information.
- 8.3 Submitting an Entry is free of cost but each participant shall bear his/her own costs of researching, preparing and completing his/her Entry.
- 8.4 The panel jury shall select one or more winning Solutions. The winning Solution(s) will be awarded with a cash award.
- 8.5 All decisions made by the panel jury are final and binding.

9. Cash Award

- 9.1 The Cash Award will be awarded to the winning Solution selected by the panel jury.

9.2 The winner must enter into an agreement with the company participating in the SMX Solution Program for the transfer of their intellectual property rights and ownership in the winning Solution.

9.3 STMY may at its sole discretion refuse to award the Cash Award to any winner who fails to comply wholly or in part any of the Competition's terms and conditions.

10. Miscellaneous

10.1 The winner shall have the sole responsibility for any taxes, duties, charges or levies to be paid in connection with the Cash Award. STMY shall not be liable for any costs incurred in relation to such taxes, duties, charges or levies to paid by the winner.

10.2 Nothing contained in these terms and conditions shall be construed as creating any employment, agency, partnership or joint venture relationship between STMY and the winner or any other participants of the Competition.

10.3 The invalidity of any of the terms and conditions shall not affect the enforceability or validity of any other terms and conditions.

10.4 The Competition and the terms and conditions shall be governed by the laws of Malaysia. Any disputes arising or related to the Competition and the terms and conditions shall be referred to the courts in Malaysia.