

Rules and Regulations

IMPORTANT NOTICE: THESE RULES AND REGULATIONS ("RULES") SHALL GOVERN THE SOUTHEAST ASIA OPEN INNOVATION CHALLENGE 2021 ("CHALLENGE"). BY YOUR ENTRY AND PARTICIPATION IN THE CHALLENGE YOU AGREE TO BE BOUND BY THESE RULES. ENTERPRISE SINGAPORE ("ORGANISER") RESERVES THE RIGHT TO AT ANY TIME, CANCEL OR AMEND ALL OR ANY PART OF THE CHALLENGE AND/OR THE RULES AS IT DEEMS FIT AND WITHOUT NOTICE. IT IS THE PARTICIPANTS' RESPONSIBILITY TO KEEP THEMSELVES INFORMED AS TO ANY CHANGES TO THE CHALLENGE AND/OR THE RULES. IN THE EVENT OF ANY QUESTION OR MATTER ARISING OUT OF ANY POINT THAT IS NOT EXPRESSLY PROVIDED FOR IN ANY OF THE RULES, THE DECISION OF THE ORGANISER SHALL BE FINAL.

IN THE EVENT OF ANY DISPUTE REGARDING THE RULES, THE CONDUCT OR RESULTS OF THE CHALLENGE, OR ANY OTHER MATTER RELATING TO THE CHALLENGE, THE ORGANISER'S DECISION SHALL BE FINAL AND UNCHALLENGEABLE AND NO CORRESPONDENCE OR DISCUSSION SHALL BE ENTERED INTO, COMMENT ISSUED, OR REASON GIVEN IN RESPECT OF ANY DECISION MADE BY THE ORGANISER.

I INTRODUCTION

1. The Challenge will be held from 09 November 2021 to 10 January 2022, both dates inclusive ("Challenge Period"). The Organiser reserves the right in its sole discretion to cancel, modify or suspend the Challenge or any part thereof at any time or re-schedule the dates of the Challenge or extend the Challenge Period.
2. THE ORGANISER MAY TERMINATE OR SUSPEND THE CHALLENGE AT ANYTIME AT ITS SOLE AND ABSOLUTE DISCRETION. SUCH TERMINATION OR SUSPENSION WILL NOT GIVE RISE TO ANY CLAIM BY THE PARTICIPANT. THE ORGANISER RESERVES THE RIGHT NOT TO AWARD FUNDING IF IN ITS OPINION NONE OF THE SUBMISSIONS RECEIVED IS OF SUFFICIENT MERIT.

II ELIGIBILITY

3. The Challenge is open to all enterprises and problem solvers, including, research institutes and Institutes of Higher Learning (IHLs). All applicants/entrants/participants ("Participants") must be above the age of 18 years old as at the date of entry and must submit their project proposals ("Project Proposals") detailing their solution to a particular challenge statement ("Challenge Statement") launched under the Challenge, via the official website at <https://sea.innovation-challenge.sg/>. Please refer to individual Challenge Statements for any exception or additional criteria.
4. Employees, representatives and family members of Apical Group, Bank Central Asia, Muang Thai, Nongsa Digital Park, Siam Cement Group, Sime Darby Property, Sunway Group and Thien Minh Group ("Challenge Statement Owners"), as well as the Organiser, should declare such relationship to the Organiser and Challenge Statement Owner(s) that they are submitting their Project Proposals to.
5. Project Proposals with solutions that have received funding from other programmes run by government agencies or statutory boards should declare the funding received and project details to the Organiser.
6. Enterprise(s) collaborating with Public Researchers; Public researcher(s) can participate by either:
 - 6.1 Registering a new spin-off to license the technology, led by a committed and capable team; or
 - 6.2 Submitting a joint proposal with an enterprise (the enterprise has to co-develop the solution, lead the proposal submission and eventually commercialise the proposed solution).
7. Funding eligibility
 - 7.1 For challenge statements under the Southeast Asia Open Innovation Challenge 2021, the Organiser may support local SMEs* with the Enterprise Development Grant ("EDG") (for eligible enterprises). Awarded participants are required to submit a proposal for the grant through the Business Grant Portal ("BGP"). More information on documents required for submission can be found in the application form in BGP. The proposal and agreement will then be reviewed by the Organiser to determine the final amount of funding. Awarded companies are required to submit their proposal for the grant through the Business Grant

Portal with an accompany Letter of Intent from the Challenge Owner. The proposal and agreement will then be reviewed by Enterprise Singapore to determine the final quantum of funding.

*The definition of local SMEs, for the purposes of the EDG, shall

- Be a company that has a group annual sales turnover of not more than S\$100 million; OR
- Have group employment size of not more than 200 employees; AND
- At least 30% local shareholding (i.e. 30% local equity held directly or indirectly by Singapore Citizen(s) and/or Singapore Permanent Resident(s), determined by the ultimate individual ownership)

7.2 For challenge statements under the Southeast Asia Open Innovation Challenge 2021, the Organiser may support startups with the Open Innovation Challenge (OIC) Grant. Foreign startups without any business entity in Singapore can incorporate a private limited company in Singapore after the end of the challenge to be eligible for the OIC Grant (providing they get selected). After incorporating a private limited company in Singapore, the company's founder must dedicate a reasonable amount of their time on the business, not be employed full time by another employer and must be a key decision maker in the company. The business activities run by the company must be wholly or mainly** in Singapore.

**Details to be worked out with the Organiser.

The Organiser may review and amend any of the requirements in Section II in its sole discretion on a case-by-case basis.

III REGISTRATION

8. Participants are required to register for the Challenge by submitting a Project Proposal via the official website of the Challenge at <https://sea.innovation-challenge.sg/>. and the same must be received by the Organiser on or before 10 January 2021 at 11.59pm Singapore time ("Entry Deadline"). Each submission must be accurate and contain all required information. Incomplete or late entries may not be entertained. The Organiser and Padang & Co ("Challenge Partner") accept no responsibility for any late, lost or misdirected submissions including delays and/or failure of any electronic or telecommunication systems, including but not limited to technical faults and/or network disruptions/congestions. The Organiser and the Challenge Partner are not responsible for any technical or human error which may occur during the registration and/or administration of the Challenge.

9. Submission of an application does not guarantee the Participant the opportunity to participate in the Challenge. The Organiser reserves the right in its sole and absolute discretion, to reject or refuse participation of any Participant without providing any reason whatsoever.
10. Participants may be required by the Organiser to provide further information and shall do so within the timeframe specified by the Organiser for the information to be furnished, failing which the Participant would be deemed to have withdrawn from the Challenge.
11. The official language of the Challenge is English. All Challenge matters, including registration, correspondence, and project submission, etc. must be completed in English.
12. As part of the registration process for the Challenge, Participants will disclose personal information which may constitute "Personal Data" for the purposes of the Personal Data Protection Act ("PDPA") of Singapore. Each Participant is deemed to have consented to the Organiser's and the Challenge Partner's collection, use and processing of the said Personal Data for the purposes of administering and conducting the Challenge, and further consents to the receipt of marketing material from the Organiser and/or the Challenge Partner and any of its related companies.
13. By entering the Challenge, each Participant represents and warrants that he: (a) meets all eligibility requirements of the Challenge; (b) has complied with and will comply in all respects with these Rules, and all applicable laws; and (c) the information provided in the entrant's submission, including without limitation all contact information, is true, accurate, and complete in all respects.
14. Any false information provided within the context of the Challenge by any Participant or non-compliance with any of these Rules, or the like, may result in the immediate elimination of the Participant from the Challenge.
15. Without prejudice to any of the foregoing, the Organizers reserve the right to suspend or terminate any Participant from the Challenge in the event that clauses 13 and/or 14 are breached.

IV TEAM LEADERS (TEAM PARTICIPANTS)

16. Each Participant who enters the Challenge as a team is required to nominate a team leader ("Team Leader"). The Team Leader will be the main contact person and representative of the team in the Challenge. All communication between the Organiser and the team will be through

the Team Leader and by email, telephone and/or post to such contact details as are provided at registration.

V JUDGING

17. Challenge Statement Owners will reserve sole discretion to shortlist solutions which may be further evaluated by a panel that may consist of representatives from Challenge Statement Owners, Challenge Partner(s), the Organiser and/or other Industry experts invited by the Organiser and/or Challenge Statement Owners ("Panel").
18. The Panel's decisions in all matters relating to the Challenge, including eligibility of the Participants and the selection of the winners, will be final and shall not be obliged to entertain any correspondence or queries in relation to the same. The Panel shall not be obliged to select a winner if, in their view, none of the Project Proposals is of sufficient merit. Participants are advised to understand the judging criteria well to improve their chances of success.
19. The Challenge Statement Owners may, in their sole discretion, and independent of the Organiser choose to further develop any Project Proposals with any of the teams participating in the Challenge.
20. The Organiser reserves the right to disqualify entries which, in their sole discretion, are deemed irrelevant, offensive, and/or do not comply with these Rules. The Organiser reserves the right to disqualify or replace any winner if they or he or she is found to be in breach of these Rules or otherwise disqualified. Such disqualified winners will be required to refund the full amount of any funding awarded.
21. From the moment of registration for the Challenge, all Participants acknowledge and agree to be present for all meetings, presentation/pitching sessions, prototype testing trial sessions, the judging and award ceremony as scheduled by the Organiser ("Events") if applicable. At least one (1) team member is to be present at any Event to represent the team. However, all team members are encouraged to attend and participate. In the event that the Participant(s) cannot be present, a valid reason must be given as early as possible. Failure to comply may result in the Participant and/or the team being disqualified from the Challenge.
22. Participant(s) or team(s) that are disqualified from the Challenge will be removed from the Challenge immediately and will have to refund the full amount of any funding awarded at any point during the course of the Challenge (including any extended period), to the Organiser.

VI INTELLECTUAL PROPERTY ("IP")

23. By registering for the Challenge and submitting a Project Proposal, each Participant affirms that:
- 23.1 the Project Proposal is his/her/the team's original work;
 - 23.2 the Participant(s) have the necessary rights to submit the Project Proposal; and
 - 23.3 the Participant(s)' submission does not violate any law or regulation or any rights of any third party.
24. The Organiser reserves the right to disqualify any Participant in a scenario where the Organiser believes in its sole and absolute discretion that the submitted Project Proposal or any part thereof infringes upon or violates the rights of any third party.
25. Participants shall indemnify and hold harmless the Organiser, the Challenge Partner, and their respective officers against any claims or costs relating to a breach of this term.
26. Participants shall not enter their ideas or any part of the Project Proposal (including software, prototypes or products) in another competition unless the Challenge Statement Owner(s) that the Participants submitted their Project Proposals to, have turned down their first right of refusal (as defined below in clause 27), and in any case not before the end of the Challenge Period."
27. Participants shall grant Challenge Statement Owners a right of first refusal ("ROFR") to collaborate with said Participant on any commercialisation of IP generated during this Challenge ("Challenge IP"). The ROFR shall expire and cease to have effect 45 days after the Entry Deadline. For the avoidance of doubt, the ROFR extends to intended commercialisation of the Challenge IP by the Participant alone. Any extension of the ROFR validity period shall be negotiated between the Participants and Challenge Statement Owners before its expiry. Participants shall fully retain their respective background IP rights, unless otherwise agreed between the Challenge Statement Owner and the Participant. Alternate or future arrangements of IP ownership shall be negotiated separately between the Participants and respective Challenge Statement Owners and independent of the Organiser, after submission of the Project Proposal.
28. The agreements and arrangements referred to in the preceding clause 27 are solely between the Participant and the Challenge Statement Owners. The Organiser and the Challenge Partner are neither party to these agreements and arrangements nor responsible or liable for the same. Participants undertake in favour of the Organiser and the Challenge Partner not to

institute, commence or continue any proceedings (whether legal, arbitral, administrative or otherwise) against the Organiser or the Challenge Partner in relation to the aforesaid agreements and arrangements between Participants and Challenge Statement Owners.

VII TERMS OF CHALLENGE STATEMENT OWNER

29. Participants shall agree to fully observe the terms of the Challenge Statement Owners, if applicable.

VIII MEDIA USAGE

30. By entering this Challenge, Participants consent to the use of their personal data defined above in clause 12 by the Organiser for the purposes of any post-Challenge activities and/or publicity. Participants agree to take part in any publicity relating to the Challenge as well as to the use of their names and photographs in such publicity.

31. Participants acknowledge and agree to participate and cooperate in all media and promotional activities relating to the Challenge, including but not limited to being interviewed, photographed and videoed. Participants grant the Organiser a no-royalty/fee, world-wide, perpetual, irrevocable and non-exclusive license to use, reproduce, display and/or create derivative works of such footages and photographs in all media worldwide, including online social media and networking websites without compensation (unless prohibited by law) and without prior inspection or approval.

32. Participants agree to execute additional specific consents to such use if asked to do so.

IX LIABILITY

33. Whilst reasonable precaution will be taken by the Organiser, the Challenge Partner and the Challenge Statement Owners to ensure safety of all the Participants, each Participant acknowledges and agrees that his or her participation in the Challenge is at his or her own risk. Upon registration for the Challenge, the Participant agrees to defend, indemnify and hold harmless the Organiser, their subsidiaries/associated companies, the Challenge Partner and the Challenge Statement Owners, including their respective officers, employees, contractors and agents, from and against any and all claims, causes of action, damages, obligations, losses (including any loss of opportunity), liabilities (including negligence), personal injuries, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlement arising from or relating to, whether directly or indirectly, special or consequential, to the Participant's participation in the Challenge. The Organiser, the Challenge Partner and/or the Challenge Statement Owners may assume the exclusive defense and control of any matter

for which Participants have agreed to indemnify the Organiser, the Challenge Partner and the Challenge Statement Owners. Participants agree to assist and cooperate with the Organiser, the Challenge Partner and the Challenge Statement Owners in the defense or settlement of any such matters.

34. Each Participant is required to take all appropriate safety measures including obtaining appropriate insurance coverage (if necessary) throughout this Challenge covering but not limited to designing and developing the prototype, conducting the prototype trials including any visits to the Organiser or the Challenge Statement Owners' premises.

X GENERAL

35. These Rules shall constitute the entire agreement between the Organiser and the Participant and supersede all prior representations, arrangements, understandings and agreements between the Parties (whether oral or written) relating to the subject matter herein contained.
36. If any of the clauses of these Rules is found to be invalid for any reason whatsoever, such invalidity shall not affect the validity and operation of the other remaining provisions of these Rules.
37. Headings are for convenience of reference only and shall not affect the interpretation of these Rules.
38. Participants shall not be entitled to assign any of the rights and obligations under these Rules without the express written consent of the Organiser.
39. Nothing in these Rules shall operate so as to create a partnership or joint venture of any kind between the Parties.
40. The Organiser reserves the right to amend the Rules at their discretion and without having to give prior notification. The Participant will be notified of the change after the terms are updated and the continued participation of the Participants in the Challenge will be deemed to indicate their acceptance of the changes.
41. Unless expressly provided to the contrary, and save for the Challenge Statement Owners and the Challenge Partner, a person who is not a party to these Rules has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of these Rules.

42. These Rules shall be construed, governed and interpreted in all respects in accordance with the laws of the Republic of Singapore and the Parties agree to submit all disputes and claims in respect to these Rules to the jurisdiction of the Courts of the Republic of Singapore.

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