

## Air Selangor Data & Digital Hackathon 2024

### Terms and Conditions

#### 1. Event Overview

The Air Selangor Data & Digital Hackathon 2024 (“**Hackathon**”) is hosted by Pengurusan Air Selangor Sdn. Bhd. (“**Organizer**”). These terms and conditions (“**Terms and Conditions**”) including any future amendments by the Organizer, shall govern this Hackathon. By registering for the event, the participant acknowledges and consents to comply with this Terms and Conditions. The commencement of this Hackathon is on **1 April 2024** and ends on **28 May 2024**.

#### 2. Eligibility

##### 2.1 General Eligibility

- (a) This Hackathon is open to anyone who is 18 years old and above at the time of registration (“**Participant**”).
- (b) This Hackathon is a team-based competition. The participant needs to form a team consisting of at least 2 and a maximum of 6 participants (“**Teams**”). The participant is required to nominate 1 member as the Team’s leader.
- (c) The Teams must adhere to this Terms and Conditions by the Organizer’s committee.

##### 2.2 There are 2 categories for this Hackathon:-

###### (a) Category 1: For Public

The Teams eligible for this category includes individual, professional, university student, academician, and enthusiast from the public domain.

###### (b) Category 2: For the Organizer’s Employees

The Teams eligible for this category is exclusively open to the Organizer’s employees subject always to Clause 2.3 of this Terms and Conditions.

##### 2.3 The following group or persons shall not be eligible to participate in this Hackathon:-

- (a) advertising, promotion and event agents and vendors who are directly involved with this Hackathon;
- (b) immediate family members (i.e. spouse, children, parents, brothers and sisters) of the Organizer’s employees, and its representatives and/or agents and such representatives and/or agents’ immediate family members (i.e. spouse, children, parents, brothers and sisters); and
- (c) the Organizer’s employees from Digital & Analytics Centre (DAC) section.

### **3. Registration**

- 3.1 The Teams must register via the official Air Selangor Data & Digital Hackathon 2024 website from **12:01AM MYT, December 18, 2023, until 11:59PM MYT, 15 March 2024**. The Teams must ensure that all provided information is current, precise and complete. The Organizer retains the right to reject any registration at its sole and absolute discretion, without specifying reasons.
- 3.2 The registration of this Hackathon is free, and the Teams will receive an email confirmation within 5 working days from the successful registration date. For avoidance of doubt, “working days” means any day (except Saturday, Sunday or any statutory public holiday) on which banks are generally open for business in the state of Selangor and the Federal Territories of Kuala Lumpur and Putrajaya.
- 3.3 If the Organizer is unable to execute this Hackathon as initially intended due to various factors, including but not limited to force majeure events, the Organizer reserves the right to cancel, modify, extend, or suspend this Hackathon at its sole and absolute discretion without prior notice. It is the Teams’ responsibility to periodically check for updates via <https://digital.airselangor.com/hackathon/>
- 3.4 Registration is on a first-come first-served basis.

### **4. Code of Conduct**

- 4.1 The Teams is expected to conduct themselves in a professional and respectful manner throughout this Hackathon. The Teams is required to follow a code of conduct that prohibits any form of discriminatory, offensive or inappropriate behavior towards other teams, participants or members of the Organizer’s committee. Any breach of this code of conduct may lead to disqualification and/or removal from this Hackathon.
- 4.2 Harassment or any form of discrimination will not be tolerated.
- 4.3 The Teams must adhere to this Hackathon schedule and follow the guidelines provided by the Organizer.
- 4.4 The Organizer has the authority to dismiss the Teams who does not comply with the above-mentioned rules and code of conduct, which may result in the disqualification of the non-compliant Teams.

### **5. Event Mechanics**

- 5.1 This Hackathon will be conducted through a hybrid mode, both virtually and physically. The Teams may conduct this Hackathon anywhere with their own schedule. Upon submission of the Solutions to the Organizer, the Organizer will shortlist up to 12 Teams for the presentation of their Solutions to the Organizer. This presentation will be held as the finale event which is scheduled on **28 May 2024** at a venue to be announced later (“**Finale Event**”). The location of the venue is either in Kuala Lumpur, Selangor or Putrajaya. The shortlisted Teams must attend the live pitching sessions for the Finale Event. The Teams must supply their own computer/laptop/equipment to participate

in the Finale Event. The Teams must make their own travel and accommodation arrangements and all the costs and expenses will be covered by the respective Teams.

- 5.2 All Teams are compulsory to attend this Hackathon briefing held online on **20 March 2024**. All Teams must adhere to all rules and regulations specified in this Hackathon briefing.
- 5.3 The submission must be uploaded to the official Hackathon website by **29 April 2024, 03:00 PM, MYT** for the first round of evaluation by the Organizer. The submission will be evaluated, and subsequently up to 12 Teams will be shortlisted for the finale pitching on **28 May 2024**. The 12 Teams must be available to present their respective Solutions on stage to the Organizer’s panel of judges (“**Judges**”) on **28 May 2024**.
- 5.4 Utilizing the Organizer dataset is not compulsory for the development of data applications or products (“**Solutions**”). Although the inclusion of external datasets from various sources is encouraged, adherence to third-party terms and licensing is crucial.
- 5.5 The Solutions must be original, developed from the ground up and free from any connections to existing intellectual property. The Judges retain the right to revoke the prize and disqualify the Teams if the Solutions turn out not to be original. The winners of this Hackathon may undergo a review either during or after this Hackathon in the case of any disputes.
- 5.6 The Teams may only submit 1 entry. Incomplete entries may be disqualified by the Organizer.
- 5.7 The Teams are permitted to utilize publicly available open-source resources.
- 5.8 The Teams have the flexibility to develop the Solutions using any programming language or framework, whether on mobile or web platforms.
- 5.9 The Solutions can only be submitted in English language.

## **6. Judging and Evaluation**

- 6.1 The Solutions will be evaluated based on predetermined criteria by the Judges. The Judges’ decisions will be final and binding. The entry with the highest overall score will emerge as the winners of this Hackathon.
- 6.2 The entries will be judged according to the following criteria (but not limited to):-
  - (a) Originality/Creativity (20%)
    - Uniqueness: How innovative and creative is the Solutions?
    - Novel Approach: Does the Solutions employ a new or unconventional method to address the problem?
  - (b) Innovation (25%)
    - Technological Innovation: To what extent does the Solutions incorporate cutting-edge technologies or methodologies?
    - Problem-Solving Approach: How well does the Solutions address the defined problem or challenge?

- (c) Analytical Skills (10%)
  - Data Analysis: How effectively does the Solutions analyze and interpret data?
  - Insight Generation: Does the Solutions provide valuable insights or actionable recommendations based on the data analysis?
- (d) Strategic Thinking (15%)
  - Scalability: Can the Solutions be scaled or adapted for broader use or application?
  - Future Trends: Does it consider future trends and potential changes in technology or user behavior?
  - Relevancy: Are there strategies in place to adapt the solution over time and ensure its continued relevance?
- (e) Practical Implementation (30%)
  - Functionality: How well does the Solutions perform its intended functions?
  - User Experience: Is the Solutions user-friendly and accessible?
  - Feasibility: Is the Solutions realistically implementable in real-world scenarios?
  - Security: Is the Solutions secure and robust against potential cyber-attacks or breaches?

6.3 In the event of a tie, the Judges will deliberate to determine the winners of this Hackathon.

6.4 The Teams must be available during the judging period to demonstrate the Teams' entry. Judging will be conducted in a "science fair" format in order for the Judges to inspect entries at any time during the judging period. The Teams whose entry is awarded the top 3 scores by the Judges will also be asked to demonstrate their entry to the other Teams and the Judges. The judging period may be extended for any length of time.

6.5 In the event after the Solutions review, the Organizer and/or the Judges ascertain that the Solutions developed by the winner is not original and/or infringes the intellectual property rights of any third party, the Organizer reserve the right to revoke the awarded prize.

6.6 Each entry must be an original creation, newly written during this Hackathon and must not have been entered in any other competition or program similar to this Hackathon, including other competitions or programs conducted by the Organizer.

6.7 "Newly written" means that the Teams cannot in any way copy software code or solution that already privately exists and submit it as part of an entry. The entry may be subjected to a due diligence review at any time for eligibility and compliance with this Terms and Conditions. Determination of eligibility and compliance is at the sole and absolute discretion of the Organizer. The Organizer reserves the right to disqualify any entry if the entry or the Teams does not comply with this Terms and Conditions.

6.8 The judging will be separated between category 1 and category 2 respectively.

## **7. Intellectual Property and Copyright**

- 7.1 The Teams must not violate any agreements or obligations the Teams has with any employer or other party, such as invention assignments, proprietary information, confidentiality, non-solicitation, non-competition or similar agreements. The Teams must ensure that the entry is the Teams' own original work, does not infringe on the intellectual property or proprietary rights of any third party, including patents, copyrights, or trademarks.
- 7.2 The Teams will retain complete ownership of the intellectual property related to their submitted work, materials and the Solutions developed during this Hackathon. However, the Organizer reserves the right to utilize the work, materials and the Solutions for internal usage and/or discussions with other parties internally and externally within and post-event of this Hackathon.
- 7.3 The Teams grant the Organizer a non-exclusive, royalty-free license to use, reproduce and distribute their submission of the Solutions for any purposes.
- 7.4 The Teams agree to assign and transfer to the Organizer all rights, title and interest in the entry, allowing the Organizer to copy, edit, publicly display, perform, broadcast, publish and use it, in whole or in part, during and after this Hackathon, without any payment of royalties, charges, fee or any other type of payment in any form.
- 7.5 If the Organizer requests, the Teams agree to assist in executing documents and taking actions to help the Organizer to acquire, transfer, maintain, perfect and enforce intellectual property rights for the Solutions. The Teams may appoint the officers of the Organizer as the Teams' attorney-in-fact for this limited purpose. This arrangement does not create an employment, joint venture, or partnership relationship between the Teams and the Organizer. The Teams will not receive any payment for royalties, charges, fee or any type of payment in any form from the Organizer for the entry.
- 7.6 The Teams acknowledge that the Organizer, other participant or third parties may have developed or commissioned works similar to the Teams entry and shall waive any claims resulting from such similarities.
- 7.7 The Teams commit to indemnifying the Organizer against any costs, expenses, charges, demands, claims, losses, or damages incurred by the Organizer due to allegations that the work and materials were unlawfully acquired or involved infringement of intellectual property or proprietary rights. The Teams agree not to take any action against the Organizer or other third party claiming that the use of the Teams' entry infringes its rights as the creator of the Solutions.

## **8. Prizes and Awards**

- 8.1 The prizes will be awarded based on the criteria and categories established by the Organizer.
- 8.2 The prizes are as follows:-

- (a) Category 1: For Public

- (i) First Award = RM10,000.00 in cash and certificate of participation
- (ii) Second Award = RM5,000.00 in cash and certificate of participation

(iii) Third Award = RM3,000.00 in cash and certificate of participation

(b) Category 2: For the Organizer's Employees

(i) Top Award = RM2,000.00 in cash and certificate of participation

- 8.3 The winners bear full responsibility for any costs, expenses and taxes linked to the prizes.
- 8.4 The prizes money will be electronically transferred within a specified period, the details of which will be announced at a later date.
- 8.5 The Organizer retains the right to ask any winners for proof of identification before transferring the prize money. The Organizer has the authority to decline the transfer of prize money in case of non-compliance with such a request.
- 8.6 The Organizer reserves the right to substitute the prize money at its sole and absolute discretion with other item(s) of comparable value at any time by providing prior notice to the winners through appropriate communication channels.
- 8.7 If a selected winner cannot be contacted, is ineligible, fails to claim a prize, the prize may be forfeited, and an alternate winner will be selected from remaining valid and eligible entries.
- 8.8 The Teams acknowledge and agree that the Organizer shall have no liability whatsoever on how the prizes will be split up between the Teams.

**9. Personal Data**

- 9.1 The participant acknowledges and allow to the collection and sharing of his/her personal data by the Organizer which may include name, phone number, address, date of birth, country of residence, nationality, identification number (NRIC or Passport number) and email address.
- 9.2 The participant consents to being captured on screen and/or recorded throughout this Hackathon. Any images and/or videos taken will be utilized by the Organizer for the promotion of this Hackathon in future events, press releases, printed publicity, and across all digital marketing and campaign platforms.

**10. Publicity**

Except where prohibited, the participant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to the participant for advertising and promotional purposes, including without limitation, inclusion in the Organizer's newsletters, website or mobile application, and any of the Organizer's social media accounts, offices (including the Organizer's region) or other physical venues.

**11. Indemnity**

- 11.1 The Teams agree to release, indemnify, defend and hold the Organizer and its group of companies, affiliates, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns and any other organizations related to this Hackathon, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from the Teams' participation in this Hackathon or acceptance or use of a prize or parts thereof, including without limitation:-
- (a) any condition caused by events beyond the Organizer's control that may cause this Hackathon to be disrupted or corrupted;
  - (b) any claim of an entry that infringes third party intellectual property or proprietary rights;
  - (c) any disputes among the Teams members;
  - (d) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prizes, or acceptance, possession, or use of the prizes, or from participation in this Hackathon;
  - (e) any printing or typographical errors in any materials associated with this Hackathon;
  - (f) any technical errors that may impair the Teams' ability to participate in this Hackathon;  
or
  - (g) any errors in the administration of this Hackathon.
- 11.2 The Teams is responsible for the security of their personal belongings.
- 11.3 The Teams is responsible for implementing suitable measures to safeguard their data and/or software on their laptop/equipment from any unauthorized access. The Teams' connection to this Hackathon website and their participation is undertaken at their own discretion. The Organizer is not liable for any potential virus infection on the Teams' computer equipment or the intrusion of a third party into their system.
- 11.4 The Organizer is not liable if, for any reason, the data and information associated with a Teams' registration and this Hackathon submission fail to reach the Organizer or are illegible or impractical to process.
- 11.5 The Organizer retains the authority to utilize any means, including legal measures, against individuals suspected of cheating, falsifying, or disrupting the procedures outlined in this Terms and Conditions, or suspected of attempting such actions. The Teams found by the Organizer, or reasonably suspected by the Organizer, to have disrupted this Hackathon in any of the aforementioned ways will forfeit the right to participate or receive any prize, and no claims will be considered or entertained.
- 11.6 The Organizer's website and this Hackathon may include links or references to third-party websites or services that are not owned or controlled by the Organizer. The Organizer does not

have control over, and assumes no responsibility for the content, privacy policies or practices of any third-party websites or services. The Teams acknowledge and agree that the Organizer is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

- 11.7 These links to external websites or services are provided solely for convenience, and their inclusion does not imply the Organizer's endorsement of those websites. The access to other websites on the internet is at the Teams' your own risk. It is strongly advised to read the terms and conditions, as well as the privacy policies of any third-party websites or services that the Teams visit.

## **12. Changes to this Terms and Conditions**

- 12.1 The Organizer reserves the right to amend this Terms and Conditions at any time. The Teams may be notified of any changes through the official event communication channels if deemed necessary by the Organizer.
- 12.2 The Teams shall commit to regularly checking the website as stated in Clause 12.1 of this Terms and Conditions for any updated terms and conditions, ensuring that the Teams stay informed of any changes or updates to this Terms and Conditions.

## **13. Governing Law**

This Terms and Conditions are governed by the laws of Malaysia. Any disputes arising from this Hackathon will be subjected to the exclusive jurisdiction of the courts in Malaysia.

## **14. Confidentiality**

- 14.1 The Teams recognize the confidentiality of all information, data and documents shared with the Teams, including those presented during the Finale Event.
- 14.2 Throughout this Hackathon, the Teams is committed to refrain from directly or indirectly use or disclosure of any information stated in Clause 14.1 of this Terms and Conditions to any third parties, unless with prior written authorization by the Organizer.

## **15. Security**

In order to ensure the safety of all participants and attendees, the Organizer reserves the right to implement necessary security measures. The Teams is required to adhere to these security measures, which include (but not limited to):-

- (a) wearing this Hackathon badge at all times on the Finale Event. Sharing or exchanging badges with other participant is strictly prohibited. Failure to comply may result in badge confiscation and disqualification participation of this Hackathon;
- (b) the participant's bags may be subjected to inspection upon entry and randomly during this Hackathon;



- (c) it is essential not to leave any bags or personal belongings unattended at any time, as unattended items may be removed; and
- (d) firearms, weapons, explosives, hazardous materials or any other prohibited items are strictly forbidden throughout the entire duration of this Hackathon. Bringing or possessing such items is prohibited.

## **16. Hackathon Event Guidelines**

16.1 To maintain this Hackathon community as a secure space for connections, and the exchange of mutual interests, fostering inclusivity among a diverse range of contributors with various backgrounds. The participant must carefully read and adhere to the community guidelines outlined below. The Organizer commitment is to establish a welcoming and friendly atmosphere for everyone, irrespective of gender, sexual orientation, ability, ethnicity, socioeconomic status, and religion (or lack thereof).

16.2 It is encouraged for all participants to actively contribute to crafting safe and positive experiences for everyone. The participant must adhere to the following:-

- (a) share content that is helpful, appropriate, and relevant;
- (b) be kind and treat others with the same respect as in real life;
- (c) respect the personal information and privacy of fellow community members;
- (d) display tolerance towards diverse viewpoints, even if they differ from the participant's viewpoints;
- (e) stay aware of the surroundings and other participants. The participant must notify the Organizer if observes a dangerous situation, someone in distress or any violations of these guidelines, regardless of its perceived severity.

16.3 The participant shall refrain from:-

- (a) making personal attacks on another participant or Teams;
- (b) using defamatory remarks or making false statements against another participant or Teams;
- (c) posting prejudiced comments or using profanity;
- (d) bullying or making inflammatory remarks towards another participant or Teams;
- (e) spamming or sharing promotional content related to the Solutions; and
- (f) engaging in demeaning, discriminatory, or harassing behavior and speech.

**17. Disqualification and Withdrawal**

- 17.1 The Organizer reserves the right to disqualify the Teams participation in this Hackathon by providing written notice via email in the event the Teams violate any of this Terms and Conditions. The disqualification will become immediately effective upon sending the email, with the date indicated based on postal or time stamps as the legal basis. Upon disqualification, the Teams' entitlement to benefit from this Hackathon shall cease immediately.
- 17.2 Should the Teams choose to withdraw its participation in this Hackathon, the Teams may do so by submitting a written request via email to [data.digital.hackathon@airselangor.com](mailto:data.digital.hackathon@airselangor.com). The withdrawal will be immediately effective upon the sending of the email.

**18. Disclaimer**

In no event will the Organizer be liable to the participant or Teams for any losses, liabilities (whether criminal or civil), outgoings, costs (including but not limited to legal costs on solicitors and client basis), claims, charges, actions, proceedings, demands, damages, expenses and the like (whether direct or indirect) including any special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business, opportunity or profits) arising out of or in connection with the Teams' participation in this Hackathon, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Organizer has been advised of the possibility of such loss or damage.

**19. General**

- 19.1 This Hackathon is subject to federal, state and local laws and regulations. This Hackathon is organized by the Organizer who shall not be responsible for:-
- (a) late, lost, damaged, incomplete or misdirected entries, responses, or other correspondence whether by e-mail, postal mail or otherwise;
  - (b) theft, destruction, unauthorized access to or alterations of the entries; or
  - (c) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.
- 19.2 The Organizer reserves the right in its sole and absolute discretion, to cancel, modify or suspend this Hackathon in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of this Hackathon is compromised.
- 19.3 The Organizer reserves the right to disqualify any Teams or participant as determined by the Organizer in its sole and absolute discretion for any reason whatsoever.
- 19.4 For additional inquiries, feel free to reach out to the Organizer via email at [data.digital.hackathon@airselangor.com](mailto:data.digital.hackathon@airselangor.com)

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