



PIKOM UNICORN TECH AWARDS 2023

TERMS AND CONDITIONS

For the purpose of these terms and conditions the following terms shall have the definitions as set out below:

Award(s) refers to the PIKOM Unicorn Tech Awards and unless inconsistent with the context in which it is used shall also refer to the Award(s) given out to selected nominees in the different Awards Category

Awards Category refers to the different categories under which an Award is given as stipulated in the Organiser's Website or as may be notified by the Organisers from time to time

Awards Criteria refers to the criteria to be met for each Award category as stipulated in the Organiser's Website or as may be notified by the Organisers from time to time

Awards Terms and Conditions refer to the terms and conditions herein and all instructions, criteria and rules pertaining to the Awards

Nominee refers to any Malaysian entities and/or individuals of Malaysian Nationality that has been nominated or whose product or employee has been nominated for one or more Awards

Organisers refers to PIKOM or Persatuan Industri Komputer dan Multimedia Malaysia

Organiser's Website refers to the official website of PIKOM located at www.pikom.org.my

1.0 The Awards and the Awards Terms and Conditions

(a) The Awards are open to all Malaysian entities and individuals residing in Malaysia at the time of nomination and Award and who meets the Awards Criteria. For the avoidance of doubt, a Malaysian entity shall refer to all Malaysian governmental or statutory body and lawfully established or incorporated company, firm, business, society or organisation in Malaysia.

(b) These Awards Terms and Conditions are binding on all Nominees, finalists and winners of the Awards.

(c) The instructions on how to enter and the Awards Criteria form a part of these Awards Terms and Conditions;

(d) The Organisers reserves the right to make amendments to these Awards Terms and Conditions from time to time by displaying the amended Awards Terms and Conditions on the Organiser's Website.

2.0 Agreement to the Awards Terms and Conditions

(a) By confirming the nomination, whether via an email or otherwise and/or providing the Organisers with information on their nomination or the nomination of their product or their employee, whichever is the earlier, the Nominee: (i) is deemed to have accepted the nomination and to be bound by these Awards Terms and Conditions;

(ii) warrant that all information provided in relation to the nomination and the Nominee are accurate and true;

(iii) warrants to provide all information and cooperation as may be adequate and necessary to the Organisers to enable the expedient and informed evaluation of the nomination including but not limited to providing the Organisers and/or its authorized representatives access to the Nominees premise and documentation and providing a separate written undertaking pertaining to any of the warranties herein or such other warranties or representation as may be relevant to the nomination as may be requested by the Organisers;

(iv) warrant that the Nominee or where applicable the nominated products or employee of the Nominee meets with the Awards Criteria;

(v) where the nomination is in relation to a product award, warrant that the Nominee has developed and owns all Intellectual Property rights to the nominated product and that the nomination and where applicable the presentment of the Award to the said product will not give rise to any disputes from third parties claiming right, whether partial or full, in relation to the product; and

(vi) undertakes to indemnify the Organisers for any losses as may be suffered by the Organisers arising from the breach of any of the above warranties or from any acts or omissions of the Nominee or its employees or agents.

(b) The Organisers reserves the right to revoke an Award, to publicize the revocation and to award the Award to another Nominee without liability to the Nominee, in the event of a breach of any of the above warranties or where it subsequently discovers that the Awards Criteria was not met for any reason.

3.0 Intellectual Property rights of information and materials

(a) Upon receipt by the Organisers, all nominations and supporting material become and remain the property of the Organisers and shall not be returned. Ownership of intellectual property in the nomination and supporting materials however shall be retained by the Nominee.

(b) By agreeing to their nomination, the Nominees consent to the access and disclosure of all information and supporting materials to the Organisers and its appointed representatives for the purpose of evaluation and the judging of the nomination.

(c) All Nominees are responsible for making appropriate arrangement to protect any intellectual property associate with their nomination or the nomination of its products or employees.

4.0 Evaluation and Judging Process

- (a) Finalists and winners are selected on the basis of merit.
- (b) All evaluations and decisions and recommendations made by the Organisers and their appointed representatives shall be binding and final and no further correspondence shall be entered into and entertained by the Organiser.
- (c) The Organisers reserves the right to not present an Award in a particular category, to change the Award category of a nomination or to award tied winning nominations for any reason.

5.0 Limits on responsibility and liability of Organisers and sponsors

- (a) The Organisers and sponsors of the Awards will use their best endeavours to ensure that the Awards are conducted in a manner which does not adversely affect the reputation of any Nominee. Notwithstanding the same, the Nominees enter the Awards at their own risk and the Organisers will not be liable for any loss, damage or expense incurred by the Nominees as a result of their nomination or entering into the Awards.

6.0 Promotion of Nominations

- (a) All Nominees consent to the publication of all winning entries including but not limited to their names and photographs in any media or form as the Organisers deem fit.
- (b) Entry does not grant a Nominee the right to use the Awards name, logo or images without the express written approval of the Organisers. Winners however are granted permission to use the Awards logo for a limited period as may be stipulated by the Organisers from time to time, purely for the purpose of promoting their achievement. The Organisers however reserves the right to prescribe limits or parameters within which any promotion using the Awards logo are to be made and to require the winners to cease, amend or change their promotion accordingly.
- (c) Organisers reserves the right: (i) to refuse approval of a Nominee's right to use the Awards name, logo or images in any way;
(ii) to prohibit the Nominee's publication or announcement of its nomination and/or win in any form or manner;
or
(iii) not to publicize a particular Nominee's win

For any reason and the Nominee hereby agrees to release the Organisers against any loss or liability that may arise in relation to the Organisers exercise of this discretion.

7.0 Governing law

- (a) These Awards Terms and Conditions shall be governed by the laws of Malaysia.