

PETRONAS TECHNOLOGY CHALLENGE FOR UNIVERSITIES

OFFICIAL RULES

1. DEFINITIONS

1.1 In this Official Rules unless the context otherwise requires the following expressions shall have the meaning respectively assigned to them:

"Affiliate" means, with respect to a Party, any other person which, directly or indirectly, controls, is controlled by, or is under common control with such Party.

"Challenge" means the challenge(s)/competition(s) published at the Challenge Website.

"Challenge Website" means the official website for the Challenge with the domain name <http://www.petronas.com/TechChallenge>.

"Confidential Information" means:-

- i. any information or document relating to processes, composition, formulae, methodologies, trade secrets, know how, drawings, designs, technical data, test and research reports, due diligence report and any other information including copies, reproductions, reprints and translations thereof, which is by its nature confidential; and
- ii. any information and/or material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by a Party as confidential regardless of whether these have been explicitly marked or tacitly identified as being confidential.

"Entry" means an entry by Respondent in response to the Challenge consisting of the technology solution proposal of the Challenge.

"Intellectual Property Rights" means patent, know-how, copyright, industrial design, trade mark or service mark, Confidential Information, and Technology, whether registered or unregistered (including any application for registration) and any other intellectual property subsisting under law at any time, in any part of the world.

"Laws" means Malaysia's laws and regulations and any international laws or regulations (where applicable).

"Official Rules" means this rules and regulations, and any amendments thereto.

"Respondent" means any person or body who has submitted an Entry.

"Party" means PETRONAS or Respondent, and collectively the **"Parties"**.

"PETRONAS" means Petroliaam Nasional Berhad (PETRONAS) with an address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia.

“Show Rights” shall mean (i) the right to use and disclose selected performance data and information of the Winning Respondent’s technology solution during the Deployment (as defined hereunder); and (ii) the right to publicize the Winning Respondent’s involvement in the Challenge and its collaborative arrangement with PETRONAS in the Deployment.

“Technology” means any invention or solution or proposal to a technical problem derived from science and engineering whether in the form of a product or a process including any technical information, and

“Technical” having the characteristics of a technology.

1.2 In this Official Rules, unless the context otherwise requires:

1.2.1 Headings are for convenience only and do not affect interpretation.

1.2.2 A reference to:

(a) a singular word includes the plural, and vice versa;

(b) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(c) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(d) a Party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;

(e) anything (including a right, obligation or concept) includes each part of it;

(f) a word which suggests one gender includes the other gender;

(g) a clause or schedule is a reference to a clause of or a schedule to this Agreement; and

(h) the words “include” and “including” are to be construed without limitation.

1.3 If the doing of any act, matter or thing under this Official Rules is dependent on the consent or approval of a Party or is within the discretion of a Party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party in its absolute discretion.

1.4 No provision of this Official Rules will be construed adversely to a Party on the ground that such Party was responsible for the preparation of this Official Rules or that provision.

2. BINDING AGREEMENT

2.1 By submitting an Entry to the Challenge, Respondent is agreeing to be bound by this Official Rules. Respondent is responsible for reading and understanding the Official Rules.

2.2 This Official Rules shall also incorporate the relevant parts of the PETRONAS Code of Conduct and Business Ethics (and its Country Supplement(s)), other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by PETRONAS from time to time as specified at the Challenge Website. This Official Rules shall supersede any other rules, additional terms, regulations, policies, guidelines and requirement to the extent there is any conflict with this Official Rules. 4

3. CHALLENGE TIMELINE

3.1 The commencement date and end date for the submission of Entries or any other timeline in respect of each Challenge, is specified on the Challenge Website. The Challenge email techcomm@petronas.com.my, is the official timekeeping device for the Challenge. The subsequent stages of the Challenge are provided as Clause 8.

3.2 The Challenge timeline is set at a minimum of two (2) months and is subject to change from time to time at the sole discretion of PETRONAS.

4. COMPLIANCE

Respondent shall be subjected to all Laws. Any Entry made by Respondent which is prohibited or restricted by such Laws shall be void. Respondent shall be responsible to check any applicable Laws before participating in the Challenge. Respondent shall be solely responsible for abiding by Respondent's employer's policies, where applicable, regarding participation in the Challenge. Respondent may be subject to background screening if needed to assure compliance with this Clause.

5. CHALLENGE OBJECTIVE

The objective of the Challenge is as published at the Challenge Website, being primarily outlined at the sections titled "Request For Proposal Description", "Background", "Key Success Criteria" and "Possible Approaches".

6. ELIGIBILITY

6.1 The Challenge is open only to persons and entities who are authorised to represent a registered institution of higher learning by the Ministry of Education Malaysia, and able to form legally binding contracts under applicable law. Excluded are employees of PETRONAS and PETRONAS' Affiliates, and their immediate families. Immediate families means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step/grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother or step-sister.

6.2 If the entrant is under 18 years, they must obtain their parent or guardian's consent to submit an Entry.

6.3 PETRONAS encourages the entry to be done in a team (of more than 1 person) to be able to maximise the benefit of participation.

6.4 The eligibility requirements are subject to change from time to time at the sole discretion of PETRONAS.

7. ENTRY PROCEDURES & GUIDELINES

7.1 The procedures and guidelines on making an Entry shall be published at the Challenge Website and are subject to change from time to time at the sole discretion of PETRONAS.

7.2 All Entries must be in English.

7.3 Respondent shall fully and frankly disclose to PETRONAS:

(a) if there is any pre-existing contract Respondent may have with any third party, including Respondent's employer, in relation to Intellectual Property subsisting in an Entry; and

(b) the identities of all parties who have contributed to Respondent's Entry.

7.4 PETRONAS will not accept responsibility for any error, omission, interruption, deletions, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access whether or not arising during operation or transmission as the result of server function, virus, bugs or other causes outside PETRONAS' control.

7.5 All submitted Entries will be scanned for viruses, worms, Trojan horses, malware and other harmful or destructive materials potentially residing therein and any Entries certified as infected by such material will be deleted immediately. Under those circumstances, PETRONAS reserves its right to disqualify the Respondent from the Challenge and to take any further action PETRONAS considers to be appropriate.

8. SUBMISSIONS, SHORTLISTERS & WINNING ENTRIES

8.1 Respondent may submit an Entry in the prescribed manner as specified at the Challenge Website. All entries must be received by PETRONAS before the end date for submission of Entries.

8.2 PETRONAS shall shortlist Respondents with Entries, in PETRONAS' opinion, best matches the Challenge requirements. PETRONAS will call for the shortlisted Respondents to pitch with further details on the technology solution proposal and the implementation plan and subsequently be given:

(a) the minimum resources in the form of hardware and software to support the development of the technology proposal;

(b) Respondents will also be given substantial amount of time as disclose in the Challenge Requirements to develop a working prototype;

(c) Respondents must also be able to participate in the Obstacle Course to test the working prototype in controlled environment as stipulated in the Challenge requirements;

8.3 If necessary, PETRONAS and the Respondents shall enter into a non-disclosure agreement with such Respondent containing terms prohibiting PETRONAS from using or disclosing the Respondent's Confidential Information.

8.4 The Winning Respondent(s):

(a) will be granted an opportunity by PETRONAS to develop the technology prototype and demonstrate the performance of their technology solution by deploying at a PETRONAS' designated asset(s). In this regard, the Winning Respondent and PETRONAS shall enter into a collaboration agreement upon terms and conditions to be mutually agreed. The Winning Respondent will also be able to utilise the development grant to further improve and commercialise the technology solution with PETRONAS.

(b) will be granted Show Rights by PETRONAS which shall be exercised with written approval from PETRONAS.

8.5 PETRONAS reserves the right to disqualify any Entries at any stage where it has reasonable grounds to believe that Respondent has breached any of the terms and conditions of this Official Rules.

8.6 PETRONAS reserves the sole and absolute right and discretion to select the shortlisted Respondents and the Challenge Winner(s) or withhold from shortlisting any Respondents or Challenge Winners.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 By participating in the Challenge, Respondent is not granting PETRONAS any Intellectual Property Rights subsisting in Respondent's Entry.

9.2 Notwithstanding the above, by participating in the Challenge, Respondent grants PETRONAS a perpetual, royalty free license to use Respondent's name, image, information, trademarks and any other personal data ("**Personal Data**") as may be required by PETRONAS in connection with the Challenge (in any manner and in any medium including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture date storage, as PETRONAS may deem appropriate) without additional compensation. The use of such Personal Data shall be in accordance with the Personal Data Protection Act 2010 and will only be used for the purposes of this Challenge.

9.3 In respect of any future use of the Respondent's Intellectual Property Rights by PETRONAS and its Affiliates, the Respondent undertakes that it shall indemnify, defend and hold harmless PETRONAS and its Affiliates against all claims, demands, suits, liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by PETRONAS and its Affiliates arising out of or in connection with any actual or alleged infringement of a third party's Intellectual Property arising out of PETRONAS' use of the Respondent's Intellectual Property Rights.

10. CONFIDENTIAL INFORMATION

10.1 Respondent agrees that, except as expressly authorized in writing by PETRONAS, Respondent:

(a) will not use or permit the use of PETRONAS' Confidential Information in any manner or for any purpose not expressly set forth in this Official Rules or directed by PETRONAS;

(b) will effect and maintain adequate security measures to safeguard PETRONAS' Confidential Information from unauthorised access, use and/or misappropriation;

(c) will not disclose or publish any PETRONAS' confidential Information to any third party without first obtaining PETRONAS's express written consent on a case-by-case basis.

10.2 Notwithstanding the foregoing, it is understood that Respondent is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Official Rules, and Respondent's own skill, knowledge, know-how, and experience. Confidential Information shall not include information that was known to Respondent prior to PETRONAS' disclosure hereunder (and can be demonstrated by written proof) or that becomes publicly available through no fault of Respondent.

11. NO RELATIONSHIP

Subject to Clause 8.3, participation in this Challenge does not create an obligation on PETRONAS to negotiate or enter into any agreement in relation to an Entry with its Respondent.

12. WARRANTIES

12.1 By participating in the Challenge, Respondent represents and warrants that all information and Intellectual Property disclosed by Respondent is true and complete to the best of Respondent's knowledge and that Respondent has the right and authority to submit the aforesaid. Respondent further represents and warrants that the Intellectual Property subsisting in Respondent's Entry:-

(a) is the original work and representative of Respondent's capability;

(b) does not to the best of Respondent's knowledge, violate or infringe Intellectual Property Rights of a third party;

(c) does not contain malicious codes and other potentially harmful programs or information;

(d) does not violate any applicable Laws; and

(e) does not violate any confidentiality agreement with a third party.

Without prejudice to the foregoing, Respondent undertakes to disclose the owner/or rights holder of any third party Intellectual Property used or reproduced, whether in part or otherwise, in Respondent's Entry.

13. ACCOUNT

13.1 Respondent may set up an account in connection with the use of the Challenge Website. Respondent may not use a third party's account without permission. When setting up an account, Respondent must supply accurate and complete information. Respondent is solely responsible for its account and everything that happens on its account. Respondent shall protect its account log-in information and Respondent shall report any unauthorized use of its account to PETRONAS immediately. Respondent may not transfer its account to any third party. PETRONAS is not liable for any damages or losses caused by someone using Respondent's account without Respondent's permission.

13.2 Respondent is responsible for keeping your account name and password confidential. Respondent is also responsible for any account that Respondent has access to, whether or not Respondent is authorized the use. Respondent will immediately notify PETRONAS of any unauthorized use of Respondent's account. PETRONAS is not responsible for any losses due to stolen or hacked passwords.

14. TERMINATION OF PARTICIPATION

14.1 Respondent may terminate its participation at any time and without cause by notifying PETRONAS through the Challenge Website.

14.2 PETRONAS, in its absolute discretion, terminate or suspend a Respondent's participation at any time and without notice if it believes that such Respondent:

- (a) has breached this Official Rules or any Laws;
- (b) has acted in a way which is unlawful, or which may create liability for Respondent, PETRONAS, other Respondent, PETRONAS' internet service providers or any other supplier; or
- (c) PETRONAS is unable to verify any information provided by Respondent.

14.3 Once terminated, PETRONAS may permanently delete Respondent's account and all the data associated with it, including Respondent's Entries. If Respondent does not log in to its account for 12 or more months, PETRONAS may treat Respondent's account as "inactive" and permanently delete the account and all the data associated with it.

15. LIABILITY

Respondent agrees to release, indemnify and hold harmless PETRONAS, from and against any and all, injuries, losses, damages, claims, actions and any liability of any kind (including solicitor's fees) resulting from or arising out of Respondent's Participation to this Challenge.

16. SEVERABILITY

If any provision or a term of this Official Rules is found to be void or unenforceable it shall to the extent of such invalidity or unenforceability be severed. Severance shall not affect any other provisions of this Official Rules.

17. WAIVER

Respondent waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages and solicitors' fees. The failure of PETRONAS to exercise or enforce any right or provision of these this Official Rules shall not constitute a waiver of such right or provision in that or any other instance

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Respondent agrees that this entire Official Rules, shall be governed by and construed exclusively in accordance with the laws of Malaysia.

18.2 Any disputes, controversies or claims arising out of or relating to this Official Rules, or the breach, termination or validity thereof which cannot be settled amicably, shall be referred 11 for arbitration to the Kuala Lumpur Regional Centre for Arbitration ("KLRCA"), and shall be settled in accordance with the KLRCA Rules of Arbitration in force at such time.

18.3 PETRONAS and Respondent shall nominate a single arbitrator and in the event the PETRONAS and Respondent cannot agree on the appointment of the arbitrator, then the arbitrator shall be appointed by the director for the time being of the KLRCA.

18.4 The arbitration proceeding including the making of the award shall take place in Kuala Lumpur and the award of the arbitrator shall be final and binding upon the Parties.

18.5 Respondent agree that all arbitration proceedings conducted hereunder and the decision of the arbitrator shall be kept confidential and not disclosed, except to a Respondent's accountants, and lawyers and PETRONAS' Affiliates, accountants, and lawyers.

19. NOTICES

Any notice to Respondent will be effective when PETRONAS sends it to the last e-mail or physical address provided by Respondent or posted on the Challenge Website. Any notice to us will be effective when delivered to us via e-mail at techcomm@petronas.com.my along with a copy to our legal counsel:

20. GENERAL

20.1 PETRONAS shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Entry or participation in the Challenge which cannot be excluded by law.

20.2 PETRONAS is neither responsible nor liable for any late, lost or misdirected entries and all entries are deemed to be received the time of receipt of the web entry into the Challenge database and not the time of transmission by Respondent. PETRONAS, subject to law, assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries. 12

20.3 If there is a dispute as to the identity of Respondent, PETRONAS reserves the right, in its sole discretion, to determine the identity of Respondent including but not limited to requesting proof of indemnity in the form of company registry extracts and passport numbers.

20.4 PETRONAS reserves the right to amend, modify, add or delete any portion this Official Rules at any time. Any changes shall be effective upon the publishing of this Official Rules, with such changes, at the Challenge Website.

20.5 PETRONAS will not be responsible for typographical, printing or other inadvertent errors in these Official Rules, Challenge Website or in other materials relating to the Challenge.