

# Terms and Conditions

## HLB LAUNCHPAD 2022 PROGRAMME

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 These terms and conditions (“**T&Cs**”) are set out to govern the HLB LaunchPad Programme 2022 (“**LaunchPad Programme**”).
- 1.2 References to “us”, “we” and “our” shall refer to Hong Leong Bank Berhad (“**HLB**”) and Hong Leong Foundation (“**HLF**”) and references to “companies”, “you” and “your” shall refer to the Impact Organisations or Startups, which is as defined in Clause 2 below.
- 1.3 By applying for the LaunchPad programme, you agree to be bound by these T&Cs. We reserve the right to change, amend or delete the T&Cs and other rules and regulations governing the LaunchPad Programme at any time at our sole and absolute discretion. You agree to access the LaunchPad Programme’s website at <https://hlb.com.my/hlblaunchpad> (“**Website**”) regularly to view the T&Cs and to ensure that you are up-to-date with the latest T&Cs applicable to the LaunchPad Programme.
- 1.4 In the event of any discrepancies between these T&Cs as compared to the advertising, promotional, publicity and other materials relating to or in connection with this LaunchPad Programme, the final T&Cs on the Website shall prevail.

### 2. ELIGIBILITY

- 2.1 The LaunchPad Programme is open to registered organisations incorporated in Malaysia or to those with an intention to register their organisations with a purpose to develop scalable innovative solutions aligned with this year’s Theme as described on the Website, which is founded by individual(s) who is/ are not:
  - a) employee(s) of HLB and HLF (whether on permanent or on contractual basis); or
  - b) employee(s) of any of HLB’s and HLF’s representatives or agents (including external auditors, vendors, suppliers, advertising agents); or
  - c) immediate family members (e.g. spouse, children, parent, brother or sister) of such employee(s) under (a) and (b).

### 3. APPLICATION

- 3.1 You are required to complete and submit the application form available on the Website (“**Application Form**”) on or before the deadline as stipulated on the Website. Information provided in your Application Form must be complete and to the best of your knowledge, true, accurate and not misleading.
- 3.2 We reserve the right to, at our sole and absolute discretion:
  - a) request for further information (including but not limited to any relevant documents) in relation to your application; and/or
  - b) perform the necessary background checks and/or due diligence on you and your company.

#### **4. APPLICATION FEE**

There is no application fee for the LaunchPad Programme.

#### **5. PUBLICITY**

- 5.1 By participating in the LaunchPad Programme, you must agree to participate in all forms of publicity in respect of the LaunchPad Programme organised by us or on our behalf (including but not limited to interviews and events). You permit us to:
- a) use any content in respect thereof at our sole and absolute discretion without any compensation; and/or
  - b) reproduce, display or publish your name and/or your company (or any content in respect thereof) in any publicity materials (including but not limited to the media, in our marketing or advertising materials and/or on the Website).

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All intellectual property rights pertaining to your company (including but not limited to patents, copyrights, know-how, trade secrets, industrial designs, trademarks, inventions or codes owned by you) shall remain as your property.
- 6.2 You warrant, represent and undertake that your company or any content submitted by you for purposes of the LaunchPad Programme:
- a) are in compliance with the applicable laws, rules and regulations;
  - b) does not and will not infringe any intellectual property rights of any third party; and
  - c) does not contain any obscene, indecent, false, menacing or offensive content and to the best of your knowledge, free from viruses and other malware which could damage, affect or cause malfunction towards any system, or intercept to obtain any information or data.
- 6.3. Notwithstanding any provision to the contrary (if any) contained in this T&C, you further undertake to fully indemnify us against any third party claim of infringement of intellectual property rights and against all costs, expenses, charges, demands, proceedings, actions, losses and damages which we may incur in any action for such infringement or for which we may become liable in any action being brought against us arising out of the matters referred to in this clause.

#### **7. USAGE OF INFORMATION**

Save as provided herein, information provided in your Application Form will be treated as confidential and shall only be used in relation to and for the purpose of the LaunchPad Programme. Such information shall not be disclosed, revealed, disseminated, published, distributed or otherwise made available to any person (other than us and our authorised service providers engaged in relation to and for the purpose of the LaunchPad Programme) unless we are required to do so pursuant to any applicable law or by any governmental or regulatory authority or by the order or ruling of a court or administrative body of competent jurisdiction.

## 8. DECISION

All determinations and/or decisions made in relation to the LaunchPad Programme (including but not limited to the selection of the **selected companies** for the purpose of Clause 9 and the determination of the Winner as provided in Clause 10 below) is final, absolute and binding on the participants. No discussion, enquiry or appeal in respect thereof will be entertained.

## 9. ENGAGEMENT

We may at our sole and absolute discretion, further engage selected companies who have applied for the programme. The selected companies will be informed once a decision is made.

## 10. CONDITION PRECEDENT

**10.1 For Participation on Demo Day:** Prior to Demo Day, the selected companies which are shortlisted as top finalists to present their ideas to the panel of judges shall be required to :

- a) sign a Mutual Non-Disclosure Agreement; and
- b) undergo a Due Diligence process arranged by us.

**10.2 For Prize Winners:** Winners (as defined in Clause 11) shall have a HLB Bank Account for purposes of remittance of Cash Prize won.

**10.3 For Project Mentoring:** Winner(s) who wish to join the pilot project mentoring program shall be required to enter into a Pilot Project Agreement with HLB and/or HLF.

## 11. CASH PRIZE

11.1. During the Demo Day, a panel of judges will select 2 winners from the Selected companies (collectively known as "**Winners**") based on the following selection criteria: Team Strength, Synergy and Problem Statement Solving, Degree of Innovation, Track Record, Social impact, Sustainability, Understanding and Commercial Traction.

11.2. The Winners will each receive a cash prize of Ringgit Malaysia Fifty Thousand (RM50,000.00). Winners are eligible for additional funding through the HLF's grant application process upon successful implementation of the winning entry.

11.3. For the avoidance of doubt, the Prizes are non-transferrable to any third parties and subject always to terms and conditions imposed by us. Notwithstanding the above, we reserve the right at our sole and absolute discretion at any time to modify the number of such selections.

## 12. PROJECT MENTORING

Subject to Clause 10.3 herein, Winner(s) may continue to work with our respective business units on its winning impactful solution as a pilot project and to receive mentoring (if requested) to further explore and/or to run a partnership project for up to six (6) months or such time frame following the terms and conditions as agreed between the Winner(s) and the business units.

## **14. DISQUALIFICATION**

14.1 We reserve the right at our sole and discretion (without giving any compensation nor accepting any liability) to disqualify you from participating in the LaunchPad Programme at any time for any reason whatsoever including but not limited to the following circumstances:

- a) you and/or your company have breached any of the T&C and/or other rules and regulations governing the LaunchPad Programme;
- b) you and/or your company contradicts with any of the objectives of the LaunchPad Programme as stipulated in the Website;
- c) you and/or your company have committed or are suspected of committing any fraudulent, unlawful or wrongful acts or have been declared bankrupt or wound-up whether voluntary or otherwise (pursuant to a petition by either banks or by any third party) or are subject to any bankruptcy or winding-up proceedings at any time; and/or
- d) the Application Form is incomplete or the information provided is inaccurate / false / misleading.

## **15. LIMITATION OF LIABILITY & INDEMNITY**

We are not liable for any non-receipt of your Application Form due to any reason whatsoever including but not limited to any error, delay or system failure during your application submission.

Subject to applicable law, we exclude all liabilities (including for negligence), for any personal injury or loss or damage (whether direct, indirect, special or consequential) arising in any way out of the LaunchPad Programme.

You shall indemnify us from and against all damages, losses, costs and liabilities (including reputation loss or damage to goodwill), whether direct, indirect or consequential, incurred/ suffered by us as a result of your failure to adhere to the T&Cs.

## **16. CANCELLATION & POSTPONEMENT**

We reserve the right to cancel or postpone the LaunchPad Programme at any time and for any reason whatsoever. We shall not be responsible or liable to compensate you for any loss, damage or disappointment whatsoever due to the cancellation or postponement of the LaunchPad Programme.

## **17. PRIVACY NOTICE**

By submitting your Application Form, you agree to provide your personal information for us to conduct and process the LaunchPad Programme and promote and provide you with information about the LaunchPad Programme and our services. You further agree to have read, understood and accepted [HLB's Privacy Notice](#) as may be amended from time to time, copies of which are available from HLB's website ([www.hlb.com.my](http://www.hlb.com.my)).

## **18. GOVERNING LAW & JURISDICTION**

The T&Cs shall be governed by and construed in accordance with the laws of Malaysia and you and your

company agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

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