

## JPB OPEN INNOVATION CHALLENGE (OIC)

### OFFICIAL RULES

1. Binding Agreement
  - a. By submitting an Entry to Challenge, Respondent is agreeing to be bound by the Official Rules. Respondent is responsible for reading and understanding the Official Rules
2. Challenge Timeline
  - a. The commencement date and end date for the submission of Entries or any other timeline in respect to each Challenge, is specified on the details of the problem statement. The email (innovation@johorplantations.com) is the official timekeeping device for the program
  - b. The timeline is subject to change from time to time at the sole discretion of JPB
3. Compliance
  - a. 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.
4. Challenge Objective
  - a. The objective of the Challenge is as published at the details of problem statement document
5. Eligibility
  - a. The Challenge is open only to persons and entities who are able to form legally binding contracts under applicable law. Excluded are employees of JPB and JPB' Affiliates, and their immediate families. Immediate families mean 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.
  - b. If the entrant is under 18 years, they must have their parent or guardian's consent to submit an Entry.
  - c. The eligibility requirements are subject to change from time to time at the sole discretion of JPB.
6. Entry Procedures & Guidelines
  - a. The procedures and guidelines on making an Entry shall be published at the Open Innovation Challenge webpage and are subject to change from time to time at the sole discretion of JPB.
  - b. All Entries must be in either English or Bahasa Malaysia.

#### Open Access

- c. Respondent shall fully and frankly disclose to JPB:
    - i. 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
    - ii. the identities of all parties who have contributed to Respondent's Entry.
  - d. JPB 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 JPB's control.
  - e. 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, JPB reserves its right to disqualify the Respondent from the Challenge and to take any further action JPB considers to be appropriate.
7. Submissions & Winning Entries
- a. Respondent may submit an Entry in the prescribed manner as specified at the Challenge Website. All entries must be received by JPB before the end date for submission of Entries as stated at Clause 2. Respondent shall bear all costs and expenses for the its Entry.
  - b. JPB shall shortlist Respondents with Entries, in JPB's opinion, best matches the Challenge requirements. JPB may require such shortlisted Respondents to disclose Confidential Information and further details on the technology solution proposal, where JPB or its Affiliates shall enter into a non-disclosure agreement with such Respondent containing terms prohibiting JPB or its Affiliates from using or disclosing the Respondent's Confidential Information.
  - c. The Winning Respondent(s):
    - i. will be granted an opportunity by JPB to carry out a Demonstration:
      - 1. In this regard, the Winning Respondent and JPB or its Affiliate may enter into a collaboration agreement for the Deployment upon terms and conditions to be mutually agreed.
      - 2. The Winning Respondent agrees that while JPB will take all reasonable steps to grant the Winning Respondent an opportunity to carry out the Demonstration, the availability of the opportunity would be dependent on various factors including but not limited to economic factors, commercial interests and otherwise factors beyond JPB' control, and as such JPB cannot guarantee that the Winning Respondent will be granted the Demonstration opportunity.

3. Winning Respondents shall bear all costs incurred and ancillary to the Demonstration.
    - ii. will be granted Show Rights by JPB which shall be exercised with written approval from JPB.
    - iii. JPB 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.
    - iv. JPB 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
8. Intellectual Property Rights
- a. By participating in the Challenge, Respondent is not granting JPB any Intellectual Property Rights subsisting in Respondent's Entry
  - b. Notwithstanding the above, by participating in the Challenge, Respondent grants JPB a perpetual, royalty free license to use the Respondent's Personal Data as may be required by JPB 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 data storage, as JPB 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.
  - c. In respect of any future use of the Respondent's Intellectual Property Rights by JPB and its Affiliates, the Respondent undertakes that it shall indemnify, defend and hold harmless JPB and its Affiliates against all claims, demands, suits, liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by JPB 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 JPB's use of the Respondent's Intellectual Property Rights

## 10. CONFIDENTIAL INFORMATION

- a. Respondent agrees that, except as expressly authorized in writing by JPB, Respondent:
  - (a) will not use or permit the use of JPB's Confidential Information in any manner or for any purpose not expressly set forth in this Official Rules or directed by JPB;
  - (b) will effect and maintain adequate security measures to safeguard JPB'S Confidential Information from unauthorised access, use and/or misappropriation; and

- (c) will not disclose or publish any JPB'S confidential Information to any third party without first obtaining JPB'Ss express written consent on a case-by-case basis.
- b. 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 JPB'S disclosure hereunder (and can be demonstrated by written proof) or that becomes publicly available through no fault of Respondent.