



# Axiata Data Unchained 2018

## Terms and Conditions

## Introduction

Axiata Group Berhad (“Axiata”) is one of the leading telecommunications groups in Asia with approximately 350 million subscribers in eleven countries. In pursuit of our vision to be a New Generation Digital Champion by 2020, Axiata pieces together the best in the region in terms of innovation, connectivity and talent. With a diverse portfolio in mobile network, communications infrastructure and digital services, Axiata, through our operating companies, offers a range of innovative telecommunications products and services.

## Data Unchained Malaysia 2018

Axiata in collaboration with the Asia School of Business is holding the Data Unchained Malaysia 2018 competition at the Asia School of Business campus, which aims to build capacity and talent in the field of data sciences and analytics (“Datathon”) in Malaysia and the region. The Datathon is set to be Malaysia’s largest datathon to date, and will be the first of a series of datathons Axiata plans to organize across its regional footprint in South East Asia.

The timeline for the Datathon is as follows:

Stage	Timeline	Description
Phase 1	1 <sup>st</sup> – 30 <sup>th</sup> September	Participants to submit an application either by team or by individual (each, an “Application”)
Phase 2	1 <sup>st</sup> – 15 <sup>th</sup> October	Selected Participants to complete an online assessment.
Participant selection	15 <sup>th</sup> October	Axiata to complete selection of Participants.
Workshop	27 <sup>th</sup> October	Participants to attend workshop.
Datathon	2 <sup>nd</sup> – 4 <sup>th</sup> November	Datathon “hackathon” weekend ending with Final Presentation by Participants.

Axiata reserves the right to vary, postpone or re-schedule the Datathon timelines or any dates thereof at its sole discretion.

## Competition Structure

The Datathon is designed as an intense weekend-long competition and is also intended to provide a platform for top Malaysian talent, data scientists and enthusiasts to show how their data-driven insights and business solutions can create real impact on the everyday lives of Malaysian citizens.

The Datathon will test teams’ application and knowledge of data modelling and business acumen. The participating teams are required to solve problem statements and propose their own model. The teams are expected to build predictive models and develop business solution based on the data provided.

## Judging criteria

By submitting an Application whether in teams or individually and continuing to participate in the Datathon, you agree to be a “Participant” in the Datathon and be governed by the Terms and Conditions herein. Final selected Participants shall be required to do the following:

- (a) Attend the 2-day Weekend Workshop with Google and Microsoft (“**Workshop**”) where you will create and produce “Internet of Things” analytics modelling (“**Product**”) which can be used or deployed during the Datathon and Final Presentation; and
- (b) Attend the 3-day Weekend Datathon “hackathon”, where 5 teams will be selected to present their Product with its results, discoveries and solutions to a panel of judges (“**Final Presentation**”). Amongst the 5 teams, 3 teams will be selected as winners and 5 participants will be selected as individual winners (each a “**Winner**”, collectively, “**Winners**”).

The Final Presentation will be judged based on the following criteria:

1. Transforming the Business Goal to a Machine Learning Goal
2. Data preparation and manipulation
3. Data modelling/engineering
4. Data Pre-processing
5. Feature Engineering
6. Model Evaluation
7. Creativity
8. Validation and presentation

Winners will be selected by Axiata in its sole discretion and must have conformed to the Terms and Conditions. Axiata’s decision with respect to the Winners will be final and no queries and/or appeals thereof will be entertained.

## **Eligibility**

The Datathon is open to both students and working individuals ages 18 and above and who are citizens of Malaysia. All backgrounds, whether data scientists, programmers, graphic and interface designers, data journalists, data community activists, or IT project managers are welcome to participate.

## **Things to Note**

1. You will arrange and obtain your own accommodation and transport throughout the Datathon. Axiata is only providing gender segregated resting area and bean bags throughout the Datathon.
2. You will obtain and use your own laptop or device during the Datathon. Participants are encouraged to use their own resources to complete the tasks given at the Datathon. Google Cloud and Microsoft Azure (“3<sup>rd</sup> Party Platform”) will be provided throughout the Datathon for further enhancements of the efficiency of the final results. Data modelling or any relevant work will be done by using your own laptop or device. You will adhere to the Code of Conduct during your usage of the 3<sup>rd</sup> Party Platforms, and shall be responsible for any cost, fees or expenses incurred due to any excessive or inappropriate downloads or usage of such 3<sup>rd</sup> Party Platforms.

3. Any and all expenses with respect to items (1) and (2) and expenses that are not expressly provided for herein including costs for travel, transport, food and beverage, accommodation, and obtaining valid travel documentations (including visas) are to be borne by the Participant.
4. The spirit of the society is to share and learn from each other. Axiata strongly encourages an open source community of sharing. All Participants will be held to standard industry practices of collaboration, including appropriate acknowledgments of contributions of all parties. However, Participants who feel their methods and systems are inventive and novel in nature and have filed Intellectual Property Rights for patent in Malaysia or elsewhere shall inform Axiata accordingly and may refrain from using them during the Datathon.
5. Participants who do not adhere to the Terms and Conditions and Code of Conduct will be banned from the Datathon and disqualified. A good society is built on mutual respect.

## Effective Date

These Terms and Conditions (which includes the General Terms and Conditions herein) take effect from 15 August 2018.

## General Terms and Conditions

As a Participant, in addition to the foregoing Terms and Conditions, you hereby agree to and shall abide by the following General Terms and Conditions which form part and parcel of the Terms and Conditions. You acknowledge and agree that these General Terms and Conditions shall apply to you whether or not you are selected to participate in Final Presentation or are selected as a Winner.

### 1. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

You warrant, represent and undertake as follows:

- (a) You certify that you are at least 18 years of age, you are eligible to participate in the Datathon, you understand and are free to adhere to the Terms and Conditions, and you have not entered and will not enter into any arrangement which may conflict with it or would prevent or prohibit or derogate from, the grant of all or any of the rights to Axiata herein.
- (b) During and throughout the Datathon, you undertake to conduct yourself in an orderly manner in full compliance with the rules and regulations of the Datathon, the venue where the event is held, and being mindful of ethical standards, health and safety and protection of the environment ("**Code of Conduct**").
- (c) You will not engage in any act and/or conduct or make any statement which causes or may cause the Datathon and/or Axiata to be brought into disrepute, for the Datathon and/or Axiata to be viewed unfavourably, and/or contravene general moral standards, and you shall abide by all applicable laws and all customs governing the conduct of an individual. You undertake to conduct yourself in a proper and appropriate manner to ensure compliance with this Clause.

- (d) the Product and the Final Presentation shall be your original creation and you shall not infringe any right of any third party and/or violate any law.
- (e) You shall not directly or indirectly circulate, publish, upload, download, post, comment, share, announce, update, broadcast or otherwise disseminate (whether in or on print, social media, online, offline or otherwise) any news, story, article, photographs, videos, recordings, comments or other material or publicity concerning Axiata, the Datathon, the Product, the Final Presentation and/or any other Confidential Information, at any time, before, during or after the Datathon, without prior written consent of Axiata. Without limiting the foregoing, you shall not before, during or after the Datathon, divulge or reveal the events, filming/production or results of the Datathon or any part thereof, whether personally or publicly, and you will not grant or give any interviews or make or issue any statement, information or expression of opinion or material for publicity or press purposes, whether verbal, documentary, photographic or in the nature of illustration or otherwise in relation to the Datathon without the prior consent in writing of Axiata.
- (f) You shall comply with and observe all rules and regulations and all formal agreements, rules and regulations relating to safety, fire prevention or general administration in force at the Asia School of Business or at any place in which you shall be required by Axiata to be present during the Datathon.
- (g) You agree not to use or reproduce in whole or in part, any trade marks, names and any other materials used in, created for or associated with the Datathon and you further agree not to create, write, contribute to or participate in any print articles, webposts, websites, blogs, advertisements, forums or other public notices in any media containing or making reference to, whether explicitly or implicitly, any matter, facts or circumstances related to or concerning the Datathon and all parties relating to the Datathon, including without limitation, any of its other contributors, in any manner whatsoever, without the prior written consent of Axiata.

## 2. **PRIVACY AND DATA PROTECTION UNDERTAKING**

By submitting the Application and your continuing participation in the Datathon, you acknowledge and agree that personal data (collectively, “**Personal Data**”) provided by you may be used and processed by Axiata, or the parties below which you consent Axiata may disclose your Personal Data to, for any or all the following purposes:-

- a) assessing your eligibility and participation as a Participant in the Datathon;
- b) to communicate with you;
- c) to process your payment transactions;
- d) respond to your inquiries;
- e) research and analysis;
- e) conduct internal activities;
- f) to provide you with information on products and services;

- g) other legitimate business activities;
- h) to comply with any laws or in relation to legal proceedings (if any); and/or
- h) such other purposes as set out in the Terms and Conditions herein

(collectively “Purposes”).

Further, you acknowledge and agree that for any or all of the foregoing Purposes, your Personal Data may be transferred to locations outside Malaysia or disclosed to Axiata-related corporations, Asia School of Business, sponsors of the Datathon, licensees, business partners and/or service providers (collectively “**Permitted Third Parties**”), who may be located within or outside Malaysia. Save for the foregoing, Axiata will not knowingly transfer your Personal Data to any place outside Malaysia or knowingly disclose the same to any other third party. To the extent permitted by law, Axiata excludes all liability for any use or processing of your Personal Data by Permitted Third Parties (excluding Axiata-related corporations).

In the event of conflict between the abovementioned provisions and any other relevant privacy and data protection undertaking with respect to the Datathon, the provisions herein shall prevail.

### **3. NO OBLIGATION**

Axiata reserves the right to cancel the Datathon at any time for any reason, and you waive any right to claim for damages with respect thereto. Nothing contained in these Terms and Conditions shall constitute an undertaking by Axiata to hold the Datathon, use or exploit the Datathon or to produce exhibit or exploit the Products of the Datathon. If Axiata decides not to hold, use or exploit the Datathon or not to produce, exhibit or exploit the Products of the Datathon and in the event the Datathon is cancelled for any reason whatsoever, you are not entitled to the reimbursement of the participation fee, nor to compensation for other losses such as travelling expenses or hotel costs.

### **4. INTELLECTUAL PROPERTY**

Axiata Materials

- (a) You will receive content, data, information, documents or materials in whatever form containing Intellectual Property Rights belonging to Axiata, including but not limited to data sets and other information provided for the purposes of solving data cases during the Datathon (“Axiata Materials”). All Axiata Materials (including all Confidential Information) provided or shared by Axiata to you whether or not relating to the Datathon shall remain absolutely the property of Axiata. You shall not use Axiata Materials for any purpose other than with respect to your participation in the Datathon and under no circumstances shall they be used for personal or commercial purposes outside of the Datathon and its activities.

3<sup>rd</sup> Party Platforms

- (b) You agree to utilise the 3<sup>rd</sup> Party Platforms during the Datathon appropriately and undertake to abide by the terms of use, terms of service, acceptable use policy or user licence of the said 3<sup>rd</sup>

Party Platforms in force accordingly. If so required, you shall obtain the prior approval, authority, consent or licence of the third party owner of the 3<sup>rd</sup> Party Platforms necessary in order to use the 3<sup>rd</sup> Party Platforms as intended or envisaged for the Datathon.

#### Products and Final Presentation

- (c) You irrevocably assign, transfer and convey to Axiata, and Axiata shall own, all Intellectual Property Rights in and to the Product and Final Presentation worldwide in perpetuity. The Product and Final Presentation shall be original to you or where you have used, adapted or referred to third party materials in the development and creation of the Products and Final Presentation for the Datathon (“**Third Party Materials**”), you shall ensure that you have obtained the prior consent or licence of the Intellectual Property Rights owner of Third Party Materials. To the extent permitted by law, you shall ensure that the holder of any moral right in relation to the Product and Final Presentation waives it.
  
- (d) You shall retain and continue to own all Intellectual Property Rights in and to the back-end underlying analysis, methodology, studies, statistics, models and source code developed or created by you upon which the Product and Final Presentation is compiled (“**Underlying Proprietary Materials**”). You hereby grant an irrevocable, royalty-free, transferable and sub-licensable licence to Axiata to use (including to reproduce, modify, adapt, publish, distribute and create derivative works of) Underlying Proprietary Materials and Third Party Materials (including drawings, diagrams and statistics) in or contained in the Product and Final Presentation for educational or commercial purposes or any other purpose that Axiata decides at Axiata’s sole discretion without any additional charge or payment to you or any third party.

#### Recording

- (e) You acknowledge and agree that photographic, audio visual and film recordings will be taken and produced during the Datathon (collectively “**Recordings**”). You hereby irrevocably and unconditionally grant, assign, sell and transfer to Axiata all rights including copyright, to reproduce, upload, download, transmit, perform, recite, exhibit, present cinematographically, distribute, rent, create and exploit derivative works of Recordings by way of current and/or new or changed technology, media, format, modes of transmission and methods of distribution, dissemination, exhibition or performance or by any other means, including without limitation all forms of television broadcast, new media and interactive initiatives, and to the extent permitted by law, you hereby irrevocably and unconditionally waive all moral rights with respect thereto.
  
- (f) Axiata shall have the right to use and reproduce your name, sobriquet, autograph, voice, likeness, characterization, recording, photograph images (whether moving or still), portrait, caricature silhouette and/or biography in connection with the Datathon and/or the commercial exploitation of the Datathon or any part of it including merchandising or publishing endeavours provided that you shall not be depicted as endorsing any commercial products.

Axiata's decision with respect to the Winners will be final and no queries and/or appeals thereof will be entertained.

#### **5. INDEMNITY AND LIABILITY**

You shall on demand defend and indemnify Axiata and other members of Axiata Group and their respective directors, officers and employees (collectively "Indemnified Persons") against all actions, proceedings, costs, claims, demands, loss, damages, liabilities and expenses howsoever incurred, suffered, paid or payable by the Indemnified Persons (including legal costs on a solicitor client basis) in respect of: (a) your negligent or wilful acts or omissions or misconduct during the Datathon; (b) any infringement of third party Intellectual Property Rights arising from the Product, the Final Presentation, and the 3<sup>rd</sup> Party Platforms and use of the same; and (b) any breach of the Terms and Conditions. These obligations shall survive the expiry or termination of the Datathon.

Notwithstanding anything in the Terms and Conditions or otherwise to the contrary, to the extent permitted by law, Axiata excludes all liability to you or to any third party for any injuries, lost savings, lost profits, loss of revenue, loss of business or goodwill or any indirect, consequential, special, incidental or punitive loss, damage, costs or expenses howsoever caused, incurred or suffered by you or any third party whether arising in contract, tort, negligence, breach of statutory duty or otherwise. To the extent permitted by law, Axiata's aggregate liability to you howsoever arising from or connected with the Datathon, under contract, tort, negligence, breach of statutory duty or otherwise combined, shall not exceed [Ringgit Malaysia One Hundred (RM 100)].

#### **6. GOVERNING LAW AND DISPUTE RESOLUTION**

The Terms and Conditions shall be governed by and construed or interpreted in accordance with the laws of Malaysia. Any dispute, controversy, claim or difference arising out of or in connection with the Terms and Conditions, or the breach, termination or invalidity thereof ("Dispute") shall be settled, in so far as it is possible, by mutual consultation and consent. Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia in respect of any Dispute.

#### **7. WAIVER**

No failure or delay by Axiata in exercising any right, power or privilege under these Terms and Conditions will operate as a waiver or an estoppel thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

#### **8. SEVERABILITY**

If any provision herein is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and these Terms and Conditions shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.



## 9. ASSIGNMENT

You may not assign any rights under these Terms and Conditions or transfer your obligations hereunder without the prior written consent of Axiata. You hereby consent to Axiata assigning or transferring its rights and obligations hereunder and shall do all that is reasonably necessary to give effect to such assignment or transfer.

## 10. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed to create any association, partnership or principal and agent or master and servant or employer and employee relationship between the parties or to provide either party with the right, power or authority, whether express or implied, to bind the other party in any way whatsoever or to create any duty or obligation on behalf of the other party.

## 11. SURVIVAL

The Terms and Conditions which are expressed to or which by their very nature are meant to survive the termination or expiry of the Datathon shall so survive. Without derogation to the foregoing, this Clause 11 and Clauses 2, 3, 4, 5, 6, 7 and 8 shall survive the termination or expiry of the Datathon.

## 12. RIGHTS CUMULATIVE

Except where provided otherwise herein, the rights and remedies of each party are cumulative and are not exclusive of any other rights or remedies under these Terms and Conditions or in law.

## 13. AMENDMENTS TO THE TERMS AND CONDITIONS

Axiata reserves the right to amend, modify or vary the Terms and Conditions, including without limitation the mechanism of the Datathon, at its sole discretion at any time and from time to time. The revised Terms and Conditions will be posted on [www.axiata.com/dataunchained](http://www.axiata.com/dataunchained). Axiata has no obligation to inform you of any variations and you are encouraged to check such website from time to time for any variations in the Terms and Conditions. You agree to adhere to the mechanism of the Datathon and the Terms and Conditions including any variations.

## 14. DEFINITIONS

In the Terms and Conditions, the following capitalised terms shall have the following meaning:

"**Subsidiary**" means in relation to a party, a corporation owned or controlled by the party;

"**Axiata Group**" means Axiata and its Subsidiaries;

"**Confidential Information**" means all information, reports or data such as diagrams, plans, drawings and supporting records or materials (whether in writing, oral, or in electronic or other forms or means), which has come into your possession before, on or after the Datathon relating to Axiata Group or its employees, customers (including its customers' customers) or suppliers and shall include but is not limited to personal data or personal information, data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information

relating to Axiata Group or any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, employee, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to Axiata Group;

**"Intellectual Property Rights"** means:

- (i) all copyright, trade marks, service marks, trade names, domain names, patents, industrial designs, moral rights and similar rights of any type, know-how, trade secrets, confidential information, and any other industrial or intellectual property rights; and
- (ii) any application or right to apply for registration of any of the rights referred to in (i),

now existing or in the future.