



Global Entrepreneurship Movement  
*Democratizing Entrepreneurship*

## TERMS & CONDITIONS OF COLOSSUSINNO2017

BY REGISTERING TO SUBMIT FOR COLOSSUSINNO2017, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW.

The ColossusINNO2017 (the “Contest”) begins 21 June 2017, and ends on the 31 October 2017 (the “open submission” Contest Period).

Global Entrepreneurship Movement, GEM (PPM-025-14-24022016); reserves the right in its sole discretion, to terminate, modify or suspend the Contest and these Terms and Conditions, for any reason, at any time and without any liability.

1. **ELIGIBILITY:** The Contest is sponsored and organized by Global Entrepreneurship Movement, Association (“Sponsor”). The Contest is not open to: (1) employees or internally contracted vendors of GEM; (2) the immediate family members or members of the same household of any such employee or vendor (3) anyone professionally involved in the development or administration of this Contest; (4) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (5) any employee whose employer’s guidelines or regulations do not allow entry in the Contest or acceptance of the prize(s). The Contest is void where prohibited or restricted by law. GEM reserves the right to limit, or restrict upon notice, participation in the Contest to any person who fails to comply with these terms and conditions.
2. **HOW TO ENTER:** To enter the Contest, visit [www.GlobalEntrepreneurshipMovement.org](http://www.GlobalEntrepreneurshipMovement.org) or [https://platform.younoodle.com/competition/colossus\\_inno\\_2017](https://platform.younoodle.com/competition/colossus_inno_2017) (“Site”) during the Contest Period, accurately and truthfully complete the online registration form, accept these Terms and Conditions and follow the instructions for submitting an Entry as described on the Site and below. The party accepting these Terms and Conditions and submitting an Entry is referred to as an “Entrant” or “you.” As used herein, “Entry” means all submissions, original ideas, documents or other materials submitted to Sponsor in connection with the Contest. Each Entry must be the original creation of the Entrant. Entries may not be cancelled, removed or revoked by Entrant. Sponsor is in no way obligated to use or continue to use any Entry.

3. **CONTEST PARTICIPATION.** Individual Participants must enter the Contest as a team (“Team”) of multiple people (a minimum of 2 and no more than 7) to submit a single Entry. Each member of the Team that contributes in any way to an Entry (each a “Team Member”) must accept these Terms and Conditions. Sponsor reserves the right to disqualify any Team (and all Team Members) if any one Team Member has not accepted these Terms and Conditions. An Entry submitted by a Team must designate one Team Member as the “Team Leader” for contact and Contest administrative purposes. The Team Leader will be responsible for submitting the Entry on behalf of the Team. Each Team may submit multiple Entries. By submitting any Entry, you represent and warrant to Sponsor that your Team Leader is an authorized representative of the Team, and has obtained all necessary approvals to enter the Contest pursuant to these Terms and Conditions, including all employee and corporate permissions to submit any intellectual property to Sponsor. Entrants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating intellectual property rights, or any local or country law(s) will be ineligible. All Entries must be submitted in English. Entrants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. Each Entrant agrees that Sponsor will have the right, but not the obligation, in its sole discretion to contact any Entrant regarding a possible transaction or other business relationship with Sponsor to commercially pursue a submitted Entry.
  
4. **CONTEST PROCESS: Open Submission – Round 1** The submission period begins on June 21, 2017 and ends on October 31, 2017. All Open Submissions must be received by Sponsor on or before October 31, 2017. Each “Open Submission” may be reviewed by Sponsor and/or one or more judges selected by Sponsor and its agents and affiliates (collectively, the “Judging Panel”), to determine if the Open Submission meets the eligibility criteria for the Contest as described in these Terms and Conditions. In Sponsor’s discretion, Sponsor may engage third-party subject matter experts and judges to serve on the Judging Panel and/or assist with the review of Entries and selection of Contest winners. All Open Submissions determined by the Sponsor and/or the Judging Panel as meeting the eligibility criteria (based on a preliminary review) will be eligible to be considered for advancement to Semi-Finals Round. As part of Open Submissions, the Entrant will be required to complete a questionnaire which provide detail about the Idea, the MVP, the business model and the team’s strength. The Questionnaire will ask for information about the following, among other things: • Background of the Entrant • Description of the venture and its product or service • Business Case / Go-to-Market for the Entry Entrant agrees that the information and materials provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole discretion.

**Semi-Finals Round** From all the Entries in Round One, the Judging Panel will select up to thirty (30) Entries to proceed to the Semi-Final Round (“Judge’s Choice”). The Judging Panel will make their selections based on the content of

the Entries using the judging criteria as outlined in the Judging Criteria in these Terms and Conditions. Sponsor will attempt to notify the individual Entrants who submitted the Entries selected to proceed to the Semi-Final Round (the “Semi-Finalists”) by mail, email or telephone (at Sponsor’s discretion and using the information provided in the registration), for a video teleconference appointment to produce suitable evidence of a working prototype or Proof-of-Concept for their Entry. If a Semi-Finalist does not timely and promptly provide any reply, an alternate Semi-Finalist may be selected in Sponsor’s discretion. The goals of this video teleconference will be to clearly articulate (1) the idea concept, technology and related intellectual property, (2) the venture business model, and (3) marketability of the new venture, including target customers and vertical markets, (4) its potential for financial profitability and success, (5) the team’s ability to execute and succeed in its business goals, (6) any other information as deemed necessary by the Judging Panel.

On or around November 10<sup>th</sup> but no later than November 20<sup>th</sup>, 2017; the Final Round where up to ten (10) Entrants (“Finalists”) will be selected by the Judging Panel to advance to the Final Round. The Judging Panel will make their selections based on the content of the Entries using the judging criteria described in the “Judging Criteria” section below. Entrant agrees that the information, ideas and materials provided to Sponsor in connection with the Semi-Final Round, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole discretion. Sponsor will attempt to notify the Entrants who submitted the Entries selected to proceed to the Final Round (the “Finalists”) by mail, email or telephone (at Sponsor’s discretion and using the information provided in the registration), regarding the opportunity to proceed to the Final Round. Such notified Finalists must then confirm to Sponsor their willingness to proceed in the Contest on a trip for three (3) Team Members to Kuala Lumpur for the Final Round to take place at the GECommunity2017 Summit on the 12<sup>th</sup> and 13<sup>th</sup> December 2017 – flights and accommodation will be borne by the Sponsor.

Travel plane tickets and hotels will be provided for Finalists (10) (maximum of 3 team members per startup) making a presentation to the Judging Panel in person will be provided by Sponsor. All other expenses not specifically mentioned herein are not included and are solely the Finalists’ responsibility, including but not limited to, food/beverages, round-trip transportation between the team members’ residence, airports, travel insurance; laundry service; spa treatments; alcoholic beverages; telephone calls; merchandise; souvenirs; incidental expenses, parking and tips and gratuities. Airline carrier and hotel regulations and conditions apply. Finalists are responsible for obtaining all necessary travel documents, including valid passports, visas and travel insurance, and complying with all health or other government regulations.

If a Finalist does not timely consent to proceeding to the Final Round and promptly make necessary travel arrangements, an alternate Finalist may be selected in Sponsor's discretion.

On December 12th, 2017, the Finalists must make a presentation to the Judging Panel in person. This Judging Panel will select one (1) Contest ("Winner"), using the judging criteria described in the "Judging Criteria" section below. All decisions of the Judging Panels are final, non-appealable and binding. Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein. Sponsor may announce the Semi-Finalists, Finalists, and Winners on the Site. Entrant agrees that the information, ideas and materials provided to Sponsor in connection with the Final Round, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Contest, may be publicly disclosed by Sponsor or its agents, and used for Sponsor's marketing and public relations activities, in Sponsor's sole discretion.

5. **JUDGING CRITERIA:** For Open Submission Round/Round One, the Semi-Final Round and the Final Round, the Judging Panel will make their selection based on the content of the Entries and using the following criteria: (1) Scope – well defined problem and solution(s); (2) Scale of idea's execution including market opportunity, potential for growth, perceived differentiation from competition and as well as likelihood of long-term success; and (3) Speed of execution based on the strength and expertise of the team.
6. **CONTEST TERMS OF SUBMISSION:** Proof of an uploaded Entry does not constitute proof or evidence that Sponsor received the Entry within the Contest Period or that it is otherwise eligible for the Contest. Sponsor reserves the right to disqualify and/or remove any Entry or Entrant for any reason or no reason within its sole and absolute discretion. Nothing in these Terms and Conditions shall require GEM to monitor or edit the Site or any Entries for offensive or otherwise objectionable content. Notwithstanding the foregoing, GEM may reject or remove from the Site or Contest any Entry which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of Sponsor's website use or privacy policies, or that otherwise falls short of Sponsor's (or its customers') standards. All Entrants shall use the Site according to these Terms and Conditions and any applicable website use policy posted on the Site.
7. **REPRESENTATIONS AND WARRANTIES** By submitting an Entry, Entrant represents and warrants as follows: • All registration information is complete, accurate and truthful. • No person or entity (including your employer or academic institution) other than you has any right, title or interest in any part of your Entry. • The Contact Person (a) is an authorized representative, (b) is submitting the Entry on behalf of the collective, and (b) has obtained all necessary corporate and other approvals, to enter the Contest and submit the company's intellectual property, as contemplated under these Terms and Conditions. • Each Entry does

not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights (as defined below), defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights. • Your entire Entry is an original work and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted hereunder. • Your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable. • You will not upload, post or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware. • You are not submitting any confidential, proprietary, or trade secret information. "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing) ; and (vii) any licenses, permissions and consents associated with (i) through (vi) above.

8. **PERMISSIONS / RESTRICTIONS** We are not claiming ownership rights to your Entry. However, by submitting an Entry, you understand, acknowledge and agree to the following: • The intent of the Contest is to encourage individuals and companies to discuss ideas and innovations with the sponsor. But participating in this Contest does not create an obligation on either your part or the sponsor's part to enter into any business relationship or to sign any commercial agreement. These Terms and Conditions do not require you to negotiate or do business with Sponsor. You remain free to discuss your Entry and the ideas or technologies that it contains with other parties, and to contract with other third parties regarding the subject matter of your Entry. • You grant to Sponsor and its affiliates an irrevocable, royalty-free, worldwide right and license to: (a) use, review, assess, test, evaluate, analyze or otherwise consider your Entry and all its content in connection with the Contest, and (b) feature your Entry and all its content in connection with the marketing or promotion of the Contest, in all media now known or later developed. You understand that visitors to Sponsor's websites and the Contest Site will have the right to access information and content of your Entry. • Sponsor or its affiliates may have developed or commissioned (or may

currently be in the process of developing or commissioning, or may in the future develop or commission), products, services or solutions similar (or even identical) to your Entry. Nothing in these Terms and Conditions shall prohibit Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials. You hereby waive all claims resulting from any similarities between your Entry and any current or future Sponsor's product or solution. • Sponsor cannot control the information that Entrants will disclose to the Sponsor's representatives in the course of the Contest, or what the Sponsor's representatives will remember about your Entry. While extreme care is being taken, you understand that the Sponsor will not restrict work assignments of any Sponsor's employees, including those who have had access to your Entry. By entering the Contest, you understand and agree that use of information about your Entry in our representatives' and employees' unaided memories in the development or deployment of the Sponsor's products, services or solutions does not and will not create liability for the Sponsor under these Contest Terms and Conditions, or copyright or trade secret law. • You understand that you will not receive any compensation or credit for use of your Entry, other than as described in these Terms and Conditions. • You agree that nothing in these Terms and Conditions grants you a right or license to use the Sponsor's name or any of the Sponsor's trademark or service mark. You grant to the Sponsor the right to include your company name (if you are a Business Entity Participant) as an entrant on Sponsor's websites, including the Contest Site, and in materials related to Sponsor's promotion of the Event. Other than these uses, you are not granting the Sponsor any rights to your trademarks. • No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Sponsor or between you and any other party. Entrants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Entries, which guidance should be obtain before submission of any Entry.

9. PRIZE(S): Subject to these Terms and Conditions, once confirmed by Sponsor, the winner will receive the following: One (1) Prize at USD100,000, to be disbursed over the course of six (6) months as per the needs stated by you which may be challenged by the Panel of Judges. The winner will need to register a private limited company in Malaysia to facilitate the disbursement of the prize amounts with the Team Leader as the official representative specified in the winning entry. The Team Leader will have sole responsibility for further distribution of any cash prizes to benefit the success of the winning idea/solution. In no event will Sponsor be responsible for awarding more than the stated number of prizes.

10. TAX CONSIDERATIONS: Each winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the prize.
11. AFFIDAVITS AND RELEASES: All Finalists, including all Team Members, will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility, Confirmation of License Grant and Release of Liability, in the form provided by Sponsor, for receipt by Sponsor within five (5) calendar days of the date such Affidavit and Release are dated. Such documents may include a requirement that the Finalist obtain written consent from his/her employer (in a form provided by Sponsor) that such employer has no rights or other interest in the idea submitted by the Entrant, or that such employer grants the license contemplated herein. In the event of noncompliance with these Terms and Conditions, if a Finalist or potential winner cannot be reached using the contact information provided on the Entry on or within two attempts, if the prize-winner notification is returned as unclaimed or undeliverable, or if the potential winner is unable to provide the documents described above (e.g., employer declaration) in the time period designated by Sponsor, the prize will be forfeited and an alternate potential winner may be selected, in Sponsor's sole discretion. Prizes are not assignable or transferable in whole or in part. No prize substitutions allowed, in whole or in part.
12. VERIFICATION/AUDIT: Entrant understands and agrees that GEM may (but is not required to) verify, audit or otherwise confirm Entrant's identity, registration information, eligibility or other information relating to any Entrant or Entry that may aid Sponsor in selecting Contest winner(s). Entrant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with GEM throughout the duration of the Contest. GEM, in its sole and absolute discretion, may suspend, remove or otherwise eject any Entrant suspected of providing false, misleading or other information that may fail to comply with these Terms and Conditions, any applicable Site acceptable use policy or any other Contest rules or regulations.
13. GENERAL CONDITIONS: Entrant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory/country), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval. Entrants shall at all times comply with any Authorized Usage Policy on and for the Site. Personal data will be processed in accordance with GEM's Privacy Policy that can be found at <http://globalentrepreneurshipmovement.org/privacy-policy/> . Following the Contest Period, the Sponsor shall not be required to retain records of any Entries. Entrants should direct any request to access, update, or correct information to Sponsor. Sponsor is not responsible for human error, theft,

destruction, or damage to Entries, or other factors beyond its reasonable control. Sponsor reserves the immediate right to disqualify any Entrant who, in Sponsor's sole discretion: (i) is not in compliance with these Terms and Conditions, (ii) tampers with the Entry process, the Contest, or the Site; or (iii) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Sponsor shall not be liable to a winner or any other person for failure to supply the prize or any part thereof, by reason of the prize becoming for reasons beyond the reasonable control of Sponsor unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsors' control. Neither Sponsor, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, Entry, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest, theft, loss, destruction or damage to Entries, in whole or in part, or other factors beyond their reasonable control. Once submitted, an Entry cannot be deleted or cancelled. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Contest or Site, as solely determined by Sponsor, will be disqualified.

14. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE PROMOTION, IF APPLICABLE). Any Entrant that the Sponsor suspects of attempting to circumvent the Terms and Conditions of this Contest, including but not limited to using false email and/or addresses, multiple identities or other fraudulent or deceptive Entry methods, may be disqualified. In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other



organization responsible for assigning email addresses for the domain associated with the submitted address.

15. LIMITATIONS OF LIABILITY AND RELEASE: ENTRANTS AGREE THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS (“RELEASED PARTIES”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY ENTRANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

WINNERS LIST: For a list of winners, contact the Sponsor by mail at the address below addressed to attention: [hello@globalentrepreneurshipmovement.org](mailto:hello@globalentrepreneurshipmovement.org) Or, please check the Site for a list of finalists’ and winner’s names. SPONSOR: Global Entrepreneurship Movement (GEM), Unit A-12-8, Tower A, Menara UOA Bangsar, 59000 Kuala Lumpur, Malaysia