

## **Terms and Conditions**

### **A. Eligibility Criteria**

1. A participant must be a local SABAHAN with valid IC (MyKad), or one of the partners (for team) is Sabahan, or at least 50% Sabahan partnership (for company/organization), or any Malaysian Citizen permanently residing or working/studying in Sabah at least for the past 3 years. A person residing in Sabah with PR (Permanent Resident) status, is subject to the discretion of organizing committee.
2. Participants **must be at least 18 years old** at the time of the event.
3. Executive Committee (ExCo) of SATA (Sabah Techpreneur Association) and crew of organizing committee are strictly prohibited from participating in the program, as well as members of their immediate family (spouse and parents, children and siblings and their respective spouses, regardless of where they reside). Ordinary members of SATA are allowed to participate in the program.
4. Executive Officers and above at Ministry of Science Technology and Innovation, Sabah (KSTI), as the main sponsor of this event, are also prohibited from participating in the program, as well as members of their immediate family (spouse and parents, children and siblings and their respective spouses, regardless of where they reside).
5. **Winners of State Level Final from previous Sabah Got Ideas and pitchborneo are NOT eligible to participate.**
6. Winners and **funding recipients (exceeding RM20,000 in grants)** of other entrepreneurship or business pitch programs are **NOT eligible** to participate.
7. A guest/observer of pitchborneo event (PBONLINE or physical) is not allowed to join as participant in the following events within the same year.
8. Participants may pitch individually or form a Team/Partnership (2 person in a team ONLY) pitching One (1) idea ONLY. A member of a Team/Partnership is not allowed to pitch another idea individually/another team.
9. Registration under a company/organization must provide name(s) of authorized person representing either as individual or a team of two. Organizer must be notified in writing on any changes of representative(s).
10. SATA reserves the right to reject anyone using or attempting to use inadmissible aids or other forms of manipulation to procure unfair advantages, in particular by fake information. Furthermore, persons who attempt to participate through third parties who professionally procure the participation in competitions in a professional capacity as a business shall be excluded.
11. In all cases of legitimate exclusion under these terms and conditions, funding may also be forfeited or withdrawn after the competition has taken place.
12. Participants shall themselves be responsible for the correctness of the data requested for participation.
13. Registration must be submitted earlier or at least 14 Days before the event date.

### **B. Ideas & Category**

1. All participants **must have a ready idea to pitch** and related to a particular pitchborneo theme/edition already chosen.
2. Participants can pitch on any business ideas subject to the theme selected for the year, including those require further **developments and innovations.**
3. Ideas can be ICT related (e.g., Software development, Creative multimedia & content development, Mobile application, Internet-based businesses) or General/Non-ICT related (e.g., Biotechnology, Agricultural technology, Food & Beverages related, Creative Invention or Tourism based business).
4. Ideas based on any existing multi-level marketing (MLM) products, services or/and system would not be entertained.
5. **Ideas must be implemented in Sabah.**

### **C. Funding for Winners**

1. State Level Final: - **10 Best Ideas** will receive **RM 20,000.00 WORTH** of funding package each.
2. Funding given is subject to Terms & Conditions and monitoring by SATA and KSTI.
3. The Funding shall be released on schedule according to Terms & Conditions stipulated in a contract.
4. SATA reserves the right to deduct a minimum **Two (2) years** membership fee from the funding.
5. Should a recipient (winner) of funding failed to be contacted and has not made any contact with SATA within a period 12 months after announcement of winners, and failure to continue with the idea due to being missing or death, SATA reserves the right to channel the fund to future winners or for the purpose of other entrepreneurship training and development in Sabah.

### **D. Determination of Winners (2023 New Norm)**

1. All participants **MUST attend 2-Day Online Workshop for Selection Stage** to the next level. Shortlisted participants (**TOP30** Ideas) are required to attend the next a **2-Day Face-2-Face Workshop (9am – 10pm) to be eligible to pitch** their ideas at **Zone Level**. Should a Zone suddenly fall under Red Zone due to COVID19 pandemic, then an **ONLINE 10-day workshop (9am – 5pm) or PBONLINE**, would be conducted.
2. **Top Six (TOP6)** ideas at Zone Level would be selected to the Pitchborneo State Final.
3. Finalists are required to attend a **3-day workshop (9am – 10pm) to be eligible to pitch** their ideas at the **State Final**. Should the venue for State Final suddenly falls under Red Zone due to COVID19 pandemic, then an **ONLINE 9-day workshop (9am – 5pm) or PBONLINE**, would be conducted.

4. At both Zone Levels and the State Final, each participant/Team is given **5 minutes to pitch** and another **3 minutes** for **Q&A** session. Under PBONLINE, participants/Team are required to prepare and send Pitch Slides (PS) and a 5 min Pitch Video (PV) three (3) days before Pitch Day where a 5 min Q&A with will be conducted online.
5. Participants will be judged based on the following criteria (to be explained during training):
  - General Description
  - Value Proposition
  - Product
  - Innovation
  - Customer Validation
  - Business Model
  - Execution

(Scoring is based on 1 – 10 (10 = EXCELLENT, 1 = POOR))
6. The judges' decision is final, and no correspondence will be entered into.

**E. Withdrawal and Termination**

1. SATA reserves the right to postpone or cancel the pitchborneo program at any stages, if deemed necessary in its opinion, and if circumstances arise outside of its control, without prior notice.
2. SATA also reserves the right to terminate a participant who does not fulfill the requirements stated under the Terms and Conditions.
3. A participant may withdraw from final pitching at any given time but re-entry into the pitching competition will not be entertained once withdrawal has been confirmed and accepted by SATA.

**F. Limitation of Liability**

1. SATA accepts no responsibility for unsorted, lost, late, destroyed, illegible or incomplete data of participants.
2. SATA also accepts no responsibility for the loss of belongings during the entire program.

**G. Registration Fee**

1. **FREE for SATA members-** However, a commitment fee of **RM100.00 PER PERSON** shall be charged and refundable only upon attendance and Full Participation of program.
2. **RM 150.00 PER PERSON (for Non-members) – NO Refund for TOP30.** FULLY refundable (**ONLY for those NOT Qualified for TOP30**), subject to Full Participation of program at Selection Stage.
3. SATA reserves the right to give discount or waive the fee under certain circumstances & conditions.

**MISCELLANEOUS**

1. Any legal recourse resulting from pitchborneo program shall be excluded.
2. Should any of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining terms and conditions.
3. In any case pitchborneo program will be void where prohibited or restricted by law.

**Additional conditions (physical event):**

In line with SOP (Standard Operating Procedures) set out by KKM (Kementerian Kesihatan Malaysia) to fight COVID19 pandemic, the following rules are to be followed:

1. Participants are NOT allowed to bring children.
2. Those at the age of 60 and above are NOT allowed to participate.
3. Participants are required to wear mask and bring their own hand sanitizers.
4. Social distancing is to be practiced at all times.
5. The whole implementation and conduct of the program are subject to new SOP set by KKM on social distancing etiquette during seminars/trainings.

**ACKNOWLEDGEMENT**

UPON SIGNING THIS AGREEMENT, YOU ARE DEEMED TO HAVE ACKNOWLEDGED THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND SATA CONCERNING THE SUBJECT MATTERS HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND SATA RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY SATA BOARD MEMBERS.