

**MyStartup Hub Programme 2021**  
**Terms and Conditions of Application and Participation**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY WHICH GOVERN YOUR APPLICATION AND PARTICIPATION IN THE PROGRAMME (AS DEFINED BELOW).

BY CLICKING ON THE “I ACCEPT” TAB BELOW:

- (i) YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.
- (ii) YOU ALSO AGREE THAT THESE TERMS AND CONDITIONS SHALL CONTINUE TO BE BINDING ON YOU UPON YOUR ADMISSION TO THE PROGRAMME PURSUANT TO THESE TERMS AND CONDITIONS.

**1. Definitions**

The following terms shall have the following meanings throughout these Terms and Conditions:

“MaGIC”	:	Malaysian Global Innovation & Creativity Centre Berhad;
“MSH” or “Programme”	:	this MyStartup Hub Programme 2021;
“participant” or “participants”	:	the representative or representatives of the global startup designated to represent it and participate in the Programme;
“Terms & Conditions”	:	these terms and conditions; and
“you” or “your”	:	the global startup applying to participate in the Programme.

**2. About MSH**

2.1. MSH is a soft-landing programme for global innovative startups from all over the world which HAVE YET TO ESTABLISH ANY BUSINESS PRESENCE IN MALAYSIA (i.e. a company or any form of business entities) to establish a business hub in Malaysia.

2.2. MSH comprises 4 stages (Stages 0 - 3) and there are three incentives

being offered to selected startups under MSH, as follows:

<p><b>Stage 0 (Access to Malaysia) (Compulsory)</b></p>	<p>This is a compulsory programme which startups must attend.</p> <p>Under this programme, a startup gets to explore the Malaysian market, discover potential partners and clients and receive mentorship and support.</p> <p>Please refer to MaGIC's website for further details about the contents of this programme.</p>
<p><b>Stages 1 and 2 (Optional)</b></p>	<p>Upon completion of Stage 0, startups may decide on whether it wishes to proceed with Stages 1 and 2 of MSH.</p> <p>If the startups opt to proceed with Stages 1 and 2, the startups must:</p> <ul style="list-style-type: none"> <li>i) Stage 1 (Business Setup) – Incorporate a private limited company with the Companies Commission of Malaysia. The Malaysian company shall have similar name and scope of business as the startup and a paid up capital as determined by the Government of Malaysia.</li> <li>ii) Stage 2 (Talent Hiring) – Hire and maintain a workforce of more than 3 local talents with an average monthly salary of RM4,000.</li> </ul> <p>MaGIC will assist the startups to fulfil the above stages by providing referrals/connections in accordance with paragraph 8 of these Terms &amp; Conditions.</p>
<p><b>Incentives Claims</b></p>	<p>Upon fulfilment of Stages 1 and 2, a startup may apply to claim for the following incentives worth USD5,750:</p> <ul style="list-style-type: none"> <li>i) reimbursement of USD1,500 programme fees paid for Stage 0;</li> <li>ii) Stage 2 incentive of USD 750; and</li> <li>iii) participation in One (1) Market Access Programme worth USD3,500, which will be fully sponsored by MaGIC. This programme will be</li> </ul>

	<p>offered as Stage 3 of MSH and contents of this programme as are provided on MaGIC's website.</p> <p>Please refer to paragraph 7 of these Terms &amp; Conditions for further information about the above incentives.</p>
--	--

MaGIC reserves the right, without liability, to make changes to the content and requirements of each stage of the Programme including after the applications for the Programme have been submitted.

### 2.3. Eligibility

MSH is open to a global startup that fulfils most of the following criteria:

- i) It is ready to establish a business hub in ASEAN.
- ii) It is considering Malaysia as a potential hub.
- iii) It possesses innovations that benefit the people of ASEAN.
- iv) It is in the high-growth & expansion stage.
- v) It has proven traction and technology, namely:
  - Above TRL 6 or Series A and above funding rounds (Expansion ready);
  - Above RM1million annual revenue.
- vi) It has strong financial records and/or backing (funding).
- vii) It is looking to hire more than 3 Malaysian talents in any of the following positions:
  - Country director/manager;
  - Junior/executives.
- viii) It has a minimum team size of 3-5 persons.
- ix) It is in the following 6 prioritised verticals:
  - Smart manufacturing.
  - Smart cities & transportation.
  - Healthtech.
  - Edutech.
  - Agritech.
  - Culture, arts & tourism.

Nevertheless, startups in other verticals are welcomed to apply.

- x) It has a clear growth plan and commitment to expand into ASEAN.

## 3. **Application**

- 3.1. Your application for the Programme must be completed in the English language and submitted online via the prescribed form available on the MaGIC's website.
- 3.2. Your application must be submitted prior to the stated deadline. MaGIC will not consider any application received after the deadline.
- 3.3. You must designate 2 - 3 participants for the Programme and one of such participants must be your founder and the other participants can be your co-founder or your employee.
- 3.4. Additionally, you must nominate one founder or co-founder to serve as the primary applicant /main liaison during the application stage.
- 3.5. All your participants must be aged 18 years and above.
- 3.6. Failure to provide the necessary information as requested will result in the application not being accepted for consideration.
- 3.7. You shall not apply for the Programme if any of your participants or employees is:
  - i) an employee of MaGIC or a member of MaGIC's Board of Directors;  
or
  - ii) the spouse, family member or any form of relative to any persons as defined above.
- 3.8. Your application shall not constitute an offer or acceptance to participate in the Programme. Your application is subject to review and selection by MaGIC, whose consideration and decision shall be final.

#### **4. Review and Selection of Applications**

- 4.1. Upon closing date of the application, MaGIC will review the application form and information provided thereunder.
- 4.2. As part of the review process, MaGIC reserves the right, at its absolute discretion, to request certain evidence in relation to the information which you have provided in your application form.
- 4.3. MaGIC may also carry out an interview with you or your participants either by telephone, video conference or in person and MaGIC may record any such interview.

#### **5. Notification of Application Status and Admission**

5.1. Upon the completion of the review and selection process, you will be notified of the status of your application within 1 month after the closing date of the application via email, regardless of whether your application is successful or unsuccessful.

5.2. If your application is unsuccessful:

- i) these Terms & Conditions shall be automatically terminated and have no further force or effect; and
- ii) MaGIC shall not be liable to you and/or your participants for any damage, injury, costs, charges, expenses or loss whatsoever which you and/or your participants have or may have incurred including in the preparation and submission of the application form for the Programme.

5.3. If your application is successful:

- i) MaGIC will provide you with its offer letter to participate in the Programme, on which you shall indicate your acceptance and its invoice for your payment.
- ii) you and your participants will only be allowed to participate in Stage 0 of MSH:
  - for applications made under the “INCENTIVE1500” code, upon MaGIC receiving your duly signed and completed acceptance letter; and
  - for other applications, upon MaGIC receiving full payment of its invoice and your duly signed and completed acceptance letter.

## 6. Programme Fees, Costs and Expenses

6.1. Programme fee

- i) The programme fee charged by MaGIC for MSH is follows:

Stage	Fee
0	USD1,500
1	No programme fee charged by MaGIC

2	
3	

The programme fee does not include other applicable charges such as general taxes and all costs and expenses incurred by you and/or your participants during the entire duration of the Programme.

ii) If you have been selected for Stage 0 of the Programme:

For applications made under the “INCENTIVE1500” code:

- The entire programme fee will be subsidised and paid in advance by MaGIC before the start of the programme.

For other applications:

- MaGIC will issue its invoice comprising the programme fee and other applicable charges such as general taxes.
- All invoices issued by MaGIC will be calculated in United States Dollar (USD).
- The payment details such as email, account number and account name will be provided in such invoice.
- Full payment of the invoice sum must be made in no less than 5 days prior to the commencement date of the above programme. Failure to do so may result in disqualification from the Programme and MaGIC shall have no liability in that regard.
- You must forward the proof of payment to the email provided in MaGIC’s invoice upon completion of the payment transaction.
- A receipt for payment will be issued once the proof of payment has been received and processed by MaGIC’s finance team.
- All payments made to MaGIC are non-refundable unless such payment is allowed to be claimed under the programme incentive provided in these Terms & Conditions and successfully claimed by you.

6.2. Costs and expenses not covered by MaGIC

All costs and expenses incurred by you and/or your participants during the entire duration of the Programme including but not limited to travelling, accommodation, food, visa, employment passes, charges/fees imposed by the relevant regulatory authorities, legal advisory fees, bank charges, recruitment agency’s commission and fees, are to be borne by you and/or your participants unless otherwise mentioned in MaGIC’s offer letter.

## **7. Programme Incentive Claim**

- 7.1. The incentives under MSH are only applicable to 20 selected global startups which have fulfilled Stages 1 and 2 of MSH and are subject to MaGIC's sole discretion and any further terms provided in MaGIC's offer letter.
- 7.2. Reimbursement of USD1,500 programme fees paid for Stage 0 is not applicable to startups under the "INCENTIVE1500" code whose entire programme fees are paid by MaGIC.
- 7.3. Participation in the Market Access Programme (Stage 3 of MSH) cannot be exchanged for cash (in full or in part) or claimed in the form of cash.
- 7.4. You must fulfil all the requirements under Stages 1 and 2 of MSH as provided in paragraph 2 above within 12 months upon your acceptance of MaGIC's offer letter in order to claim for the programme incentive.
- 7.5. If you need more time to fulfil the relevant requirements, you may request to MaGIC in writing for an extension of time. MaGIC will review such requests on a case-by-case basis and its decision shall be final.
- 7.6. If you are unable to incorporate the Malaysian private limited company with similar name and with the same or similar scope of business as yourself, you must provide the reasons for such non-fulfilment in your application for the incentive claim. MaGIC will review the reasons provided and its decision shall be final.
- 7.7. To apply for the programme incentive claim, you must (1) submit the relevant documents as proof of fulfilment of all the requirements for each incentive claimed including any written reasons in subparagraph 7.6 above (if applicable), and (2) submit a written notice to the ACE Team of MaGIC. Due diligence will be conducted on applications submitted and incentive claims will only be allowed upon satisfactory outcome of the due diligence and approval from MaGIC.
- 7.8. All payments made by MaGIC under the programme incentive claim (where applicable) are calculated in United States Dollar (USD) and you are responsible to bear the cost of general taxes that is applicable for any such payment.

## **8. Roles of MaGIC**

- 8.1. The roles of MaGIC under the MSH are limited to providing

referrals/connections and organising camp, workshop or training for the startups and their participants. The roles of MaGIC for each stage of MSH will be as follows:

Stages	Tasks	Roles of MaGIC
Stage 0: Access to Malaysia	Bootcamp	MaGIC will organise the camp and distribute any course material received (if the same was made available to MaGIC) to the participants.
	Remote Mentorship	MaGIC will refer you and your participants to its connection(s).  The connection(s) will assist to link you and your participants with the mentor(s) and potential partners and clients in Malaysia and schedule virtual meetings with such partners and client. A maximum of two (2) virtual meetings.
	Market Intelligence Report	MaGIC will refer you and your participants to the relevant connection(s) in the business of market research for you and/or your participants to engage and procure personalised market intelligence report specific to your market.
Stage 1: Business Set Up	Business Incorporation	MaGIC will refer you and your participants to MaGIC's connection(s) that will provide you and your participants with the relevant guidance, support and assistance for Stage 1 and Stage 2.
	Licensing	

	Visa/Pass	In respect of Stage 2, MaGIC may also refer you and your participants to local talents registering their interests on MaGIC's website for job opportunities under the Programme.
	Legal Advice	
	Office/Venue Set Up	



	Banking Facilities	
Stage 2: Talent Hiring	Talent Matching	
	Talent Recruitment	
Stage 3: Market Access Programme	Networking/Connection	MaGIC will organise the workshop, arrange the physical venue for such workshop (if physical workshop is conducted) and distribute any course material received (if the same was made available to MaGIC) to the participants.
	Business Development	MaGIC will refer you and your participants to its connection(s).  The connection(s) will assist to link you and your participants with the mentor(s) and potential partners, suppliers, distributors and clients in Malaysia and schedule meetings (virtual / physical as may be determined by the connection(s)) with such partners, suppliers, distributors and clients.

- 8.2. MaGIC may from time to time engage any third party to perform any of MaGIC's roles on behalf of MaGIC in respect of any or all stages of the Programme.
- 8.3. The contents of the camp, workshops or trainings will be prepared and presented by third parties and MaGIC will not be responsible for the correctness and completeness of the contents of the camp, workshops or trainings and/or its materials.
- 8.4. MaGIC will refer you and your participants to at least one of its connection for each task of the Programme. More connections will be provided only if the same are available to MaGIC and in any event, there will be no more than 3 connections provided for each task.
- 8.5. While providing connections and local talents (if applicable), MaGIC will not be involved in and shall not be held responsible towards the communications, dealing, liaison, negotiations, meetings, discussions and relationships whatsoever (including disagreement or dispute), between you, your participants, the respective connections, the local talents and the potential partners, suppliers, distributors and/or clients in Malaysia.

- 8.6. MaGIC also does not hands-on, represent, deliver or execute the actual work for you and/or your participants' behalf.
- 8.7. MaGIC will be assisting you and your participants on a 'best-efforts' basis. However, MaGIC does not guarantee that you and your participants will be provided with the specific connections and local talents (if applicable) that you and your participants require and does not guarantee that the connections and local talents provided will result in successful partnerships or relationships whatsoever.
- 8.8. MaGIC will not invest or hold any equity in the startups during the duration of the Programme. Any connections and relationships acquired during the Programme solely belong to you and your participants.

## **9. Startup and Participants' Obligations**

- 9.1. You agree to pay in full the invoiced sum (where applicable) and to bear all relevant costs and expenses which shall be borne by you, in accordance with these Terms & Conditions.
- 9.2. You and each of your participants shall be responsible to communicate, deal, liaise, negotiate, meet, discuss and/or manage the relations with the connections and the local talents (if provided) directly in all respects including but not limited to negotiation in relation to the fees charged for services to be rendered by such connections, know your customer documents or information as may be requested by such connections, documents required and fees charged by regulatory authorities and negotiations with potential partners, clients, suppliers and/or distributors in Malaysia (where applicable).
- 9.3. You and each of your participants shall be responsible to compile and provide sufficient information and documentation as may be requested by any connections which MaGIC has provided in a timely manner.
- 9.4. You and each of your participants shall be fully committed for the duration on an as-and-when-needed basis for scheduled meetings with at least 90% attendance. In cases of absence, written notice must be given to the ACE Team of MaGIC 1 week before the date of the meeting/session/workshop/activity. Alternatively, your co-founder and/or senior management is allowed to send another representative in place of any absent participant to the meeting with prior written notice to MaGIC.
- 9.5. If you choose to proceed with the Programme after Stage 0, within 12 months upon your acceptance of MaGIC's offer letter, you agree to incorporate a private limited company in Malaysia with a paid-up capital as

determined by the Government of Malaysia and hire and maintain a workforce of more than 3 local talents with an average monthly salary of RM4,000 and you agree that the name of the Malaysian private limited company shall be similar to your name in your country of origin and the scope of business of the Malaysian private limited company shall be the same as or similar to your scope of business in your country of origin.

9.6. You agree to maximise opportunities during this Programme to acquire contracts, generate revenue, develop distribution channels and subsequently report potential outcomes to MaGIC's ACE Team during the 12 months programme period.

9.7. You agree to report sales or relevant data to MaGIC's ACE Team for a period of 24 months after completion of the Programme for progress tracking and value creation assessment purposes.

## **10. Representations and Warranties**

10.1. You represent, warrant and undertake to and with MaGIC that:

- i) all information provided in the application form and in relation to the Programme is true, accurate, current and complete;
- ii) all information provided in the application form and in relation to the Programme will be maintained and will promptly be amended to keep the same true, accurate, current and complete;
- iii) the individual submitting the application on your behalf is duly authorised to submit the application on your behalf;
- iv) all your participants are 18 years old or above;
- v) you fulfil most of the eligibility criteria for the Programme;
- vi) your participants or your employees are not an employee of MaGIC or a member of MaGIC's board of directors or the spouse, family member or any form of relative to any such persons;
- vii) you have full power and authority under the laws of the country of your incorporation to operate your business;
- viii) your performance under these Terms & Conditions (including incorporation of company) will not violate, or constitute a breach of, or default of the laws of the country of your incorporation, your constituent documents, any person's rights, or any agreement or instrument by which you are bound;
- ix) there is no pending or threatened action, suit or proceeding before or

by any court or governmental body or any investigation, inquiry or dispute by any governmental body or other regulators which may result in any material adverse change in your condition, financial or otherwise; and

- x) your business is genuine and conforms to and will not violate the laws of the country of your incorporation, the laws of Malaysia and the requirements of the government of Malaysia.

## **11. Usage of Personal Information**

- 11.1. Information collected in relation to the Programme will be treated as confidential and used solely for the purpose of the Programme unless otherwise provided in these Terms & Conditions.
- 11.2. By submitting the application for the Programme, you and your participants agree to allow the collecting, recording, holding, storing or otherwise the processing of personal data by MaGIC or any third party appointed by MaGIC for the purposes and to the extent as stated.
- 11.3. Personal data will be maintained and processed in accordance with the Malaysian Personal Data Protection Act 2010 (Act 709).

## **12. Finality of Decision**

- 12.1 The decision of MaGIC's panel is final and conclusive in all circumstances and no correspondence will be entered into.

## **13. Publicity**

- 13.1. You agree that you and your participants may be requested to participate in publicity (including interviews) and you agree that MaGIC will own all intellectual property rights in, and may use at MaGIC's absolute discretion, such publicity/interviews. MaGIC may use your name, logo and information in all publicity, marketing and materials.
- 13.2. MaGIC may also use your participants' names, company description, contact details and countries of origin and make such information available to third parties such as media or partners for publicity, marketing and materials, subject to the Malaysian Personal Data Protection Act 2010 (Act 709) and your participants expressly agree to such usage and disclosure.

## **14. Intellectual Property Rights**

- 14.1. By submitting videos, images, presentations, audio files or any other materials in relation to the Programme, you confirm that the materials are owned and controlled by you, are not obscene or pornographic; do not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or

expropriate any system, data or personal information; and do not breach any intellectual property right of or confidentiality with any other persons or entities.

- 14.2. You will retain any intellectual property rights associated with your startup and your prototype.

## **15. Health and Safety Environment**

- 15.1 Entry or participation in the Programme is at the participants' own risk and the participants are responsible for their own health and safety. Please ensure that your participants:

- i) are in good health;
- ii) have no underlying medical condition and are not taking medication that could adversely affect your participation in the Programme;
- iii) have not been diagnosed with or suspected to have been exposed to the Novel Coronavirus ("COVID19"); and
- iv) have not visited or been in direct or indirect contact with someone who has visited any countries that are considered as high risk by the World Health Organization for the spread of the COVID19 virus.

You must declare to MaGIC if any of your participants contravenes the terms in subparagraphs iii) and iv) above as these terms relate to a public health and safety issue.

- 15.2. Please ensure that you notify MaGIC immediately if any of your participants becomes ill or becomes aware of any other relevant medical or health and safety information which could affect your participation in the Programme. You must comply with all safety requests made by MaGIC or its representatives.

- 15.3. MaGIC reserves the right to disqualify you from the Programme if you or any of your participants (in MaGIC's opinion, which shall be final) conduct yourself in a way which exposes you or others to any medical, security, safety or other risk whatsoever (including being intoxicated or abusive in any way).

- 15.4. Insurance will not be provided and as such, MaGIC strongly advises all participants to purchase their own insurances.

## **16. Disqualification**

- 16.1. MaGIC reserves the right, (with/without accepting any liability or giving any compensation) to disqualify you from the selection process and the

Programme (after you have been selected or admitted to the Programme) on the occurrence of any of the following events:

- i) you are in breach of the terms or any of your obligations, representations and/or warranties under your agreement with MaGIC;
- ii) your conduct is inappropriate or contrary to the spirit or intention of the Programme;
- iii) you have committed or undertaken any fraud, dishonesty, deceit, misconduct or similar action including providing any false or incorrect information;
- iv) your act(s) or omission(s) might have an adverse effect on the Programme; or
- v) you, or anyone of your participant(s) is or is potentially insolvent or subject to any bankruptcy proceedings.

16.2. Entries that are incomplete, indecipherable, corrupt, late or otherwise not in accordance with entry instructions will not be accepted.

16.3. In the event of your disqualification:

- i) these Terms & Conditions shall be automatically terminated and you and your participants shall have no claim whatsoever against MaGIC;
- ii) any such termination shall not affect any other right or remedy of MaGIC under these Terms & Conditions including indemnity;
- iii) there will be no refund of all payment made to MaGIC (where applicable); and
- iv) MaGIC reserves the right to select another startup to take part in the Programme.

16.4. Any and all decisions made to disqualify any startup from the Programme are final and conclusive in all circumstances.

16.5. Notwithstanding subparagraphs 16.1 and 16.3 i) above and on the occurrence of any of the events described in subparagraph 16.1, MaGIC may, at its absolute discretion, agree to enter into discussion and negotiation with you with a view to discussing the circumstances and consequences of such event and considering how best to resolve such event, insofar as such event is capable of being resolved by you. If such event is not capable of being resolved or parties are unable to reach an agreement to resolve the event or such event failed to be resolved in

accordance with the discussion and negotiation with MaGIC, you will be disqualified from selection process and/or the Programme and these Terms & Conditions shall be automatically terminated and you and your participants shall have no claim whatsoever against MaGIC.

**17. No Agency**

17.1 Nothing in these Terms & Conditions shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever, and neither party shall have authority or power to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

**18. Exclusion of Liability/Indemnity**

18.1 MaGIC excludes liability for any person not being able to enter the Programme for any reason, including system failure, system error, the application through which online entries are made being down, hacks on the system or personal computer issues and/or for any losses suffered by any person due to submission of data via any of MaGIC's websites.

18.2 You agree to indemnify MaGIC and its employees against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors fees) suffered by MaGIC and/or its employees arising as a result of a breach by you of any of your obligations under these Terms & Conditions or in any way in connection with your failure to follow MaGIC's reasonable instructions with regard to the Programme. This subparagraph will survive the termination of these Terms & Conditions.

18.3 You may not commit MaGIC to any contract, expense or cost without MaGIC's prior written consent. You must have sufficient financial resources to meet any financial commitment which you may incur in connection with the Programme beyond those covered by MaGIC (including transfers to and from the airport).

**19. Cancellation/Delay/Recommencement/Withdrawal**

19.1. MaGIC shall be entitled, in its reasonable discretion, to cancel, delay and/or recommence the Programme with immediate effect without any liability to you and your participants.

19.2. You may withdraw your application and withdraw from the Programme by giving 5 days prior written notice to MaGIC and in such event, all payment made to MaGIC for the Programme (where applicable) will not be refunded.

19.3. For applications made under the "INCENTIVE1500" code, in the event that you withdraw from the Programme after MaGIC has paid for the

Programme, you shall pay to MaGIC in full within 3 days after receiving MaGIC's invoice an amount equivalent to the programme fees paid and any other applicable charges such as general taxes as may be provided in MaGIC's offer letter.

## **20. Anti-Bribery and Anti-Corruption**

20.1. You shall comply with all applicable laws, statutes and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009.

20.2. You represent and confirm that you and your participants have not been engaged in the past and will not engage in the future in any activity, practice or conduct which would constitute an offence under the Malaysian Anti-Corruption Commission Act 2009 and under the applicable laws, statutes and/or regulations relating to anti-bribery and anti-corruption in jurisdiction where you operate.

## **21. Force Majeure**

21.1. MaGIC shall not be liable to perform any of its obligations under the Programme where MaGIC is unable to do so as a result of unforeseen circumstances or circumstances beyond its reasonable control.

## **22. Governing Law**

22.1. These Terms & Conditions, including any dispute arising directly or indirectly as a result of the application, shall be governed by and interpreted in accordance with the laws of Malaysia and each party hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

## **23. Severance**

23.1. If any paragraph in these Terms & Conditions is invalid or ineffective, the remainder of the Terms & Conditions shall not be affected thereby and shall remain in full force and effect.

## **24. Assignment**

24.1. MaGIC may, without your consent, assign, sub-contract or transfer any and all of its rights and obligations under these Terms & Conditions. You shall not assign, novate or otherwise transfer any of your rights under these Terms & Conditions unless with the prior written consent of MaGIC.

## **25. Amendment**

25.1. MaGIC reserves the right, without liability, to amend these Terms & Conditions at any time, including the rights or obligations of the participants. Any amendment will become effective on the amended Terms & Conditions



being posted on MaGIC's website and you and your participants shall be bound by such amended Terms & Conditions.

**26. Notice**

26.1. Any notice or other documents to be given to MaGIC pursuant to these Terms & Conditions shall be given by email to [ace@mymagic.my](mailto:ace@mymagic.my) or if original notice or other documents are required, by hand/post/courier/international shipment to the following address:

Malaysian Global Innovation & Creativity Centre Berhad  
Block 3730, Persiaran APEC,  
63000 Cyberjaya, Malaysia.  
Attention: ACE Team

**27. Waiver**

27.1. No delay or failure by MaGIC to exercise or enforce at any time any claim, remedy, or right under these Terms & Conditions shall be considered a waiver thereof, unless made in writing. No single waiver shall constitute a continuing or subsequent waiver.

**28. Successors Bound**

28.1. These Terms & Conditions shall be binding upon your successors and permitted assigns.

**29. Read and Understood**

29.1. You acknowledge that you and all your participants have read and understood these Terms & Conditions and agree to be bound by the same.

**30. Other Documents**

30.1. You and your participants also agree to be bound by and comply with the MaGIC's privacy policy and offer letter and all other documents issued by MaGIC or entered into pursuant to these Terms & Conditions ("Other Documents"), all of which shall, be deemed to be part of these Terms & Conditions.

30.2. If any of the Other Documents must be signed by you and/or your participants, each of the Other Documents may be executed by means of electronically-produced signatures which shall have the same force and effect as signatures which had been manually executed. Each of the Other Documents may also be delivered to MaGIC by email which shall have the same force and effect as physical delivery of such document. Notwithstanding the above, MaGIC may require you and/or your participants to execute, re-execute and deliver to MaGIC any of the Other Documents with manually executed signatures for any purpose whatsoever.

30.3. In case of inconsistency of any of the Other Documents with these Terms & Conditions, the opinion of MaGIC shall prevail.

**31. Time of Essence**

31.1. Time wherever mentioned in these Terms & Conditions shall be of the essence.

**32. Settlement of Dispute**

32.1. Parties agree to use all reasonable efforts to attempt to resolve all disputes, differences or questions arising out of these Terms & Conditions promptly, equitably and in good faith. In the event that any such dispute, difference or question cannot be resolved amicably, then parties may refer such dispute, difference or question to a court of competent jurisdiction in Malaysia.

[End of Terms & Conditions]