

1. **Title.** This competition is known as “PENJANA Digital Content Creators Challenge or “DC3+” (the “**Competition**”).
2. **Organiser.** The Competition is organised by Malaysia Digital Economy Corporation Sdn. Bhd. (the “**Organiser**”).
3. **Objectives.** Key objectives of the Competition are as follows:
 - a) to support and encourage the creation of Malaysia stories, culture, arts, legends or folklores that can be accepted, marketed and showcased globally;
 - b) to support the digital creative content creators in producing small and medium- scale project; and
 - c) to encourage collaboration between industry players in developing high quality content.
4. **Categories.** There are 3 categories under the Competition, as follows:
 - a) Category A: Short Animation
 - b) Category B: Short Film with VFX (Live Action)
 - c) Category C : Motion Comic
5. **Theme – MALAYSIANA.** Bring Malaysian Stories to the World.
Example of stories can be from :
 - a) Folklore & Legends
 - b) Arts, crafts, performing arts
 - c) People, culture, traditions, places
 - d) The past & future
 - e) Literature
 - f) Social commentary
6. **Competition Duration.** The Competition duration for the ALL Categories, are as follows:

Start Date	End Date
20 July 2020	31 August 2020 @ 6.00pm

7. **Eligibility.** Participants in the Competition are required to meet the following criteria:
 - a) **Companies**
 - (i) incorporated in Malaysia under the Companies Act 1965 or Companies Act 2016;
 - (ii) more than 50% equity owned by Malaysian(s);
 - (iii) not subject to winding up order; and

- (iv) team member(s) has more than 1-year experience and proven portfolio on digital creative content creation
 - b) **Enterprises / Sole Proprietorships / Partnerships.**
 - (i) registered under Registration of Business Act 1956;
 - (ii) a minimum of 50% owned by Malaysians(;) and
 - (iii) team member(s) has more than 1-year experience and proven portfolio on digital creative content creation
 - c) **Limited Liability Partnerships**
 - (i) registered under Limited Liability Partnerships Act 2012;
 - (ii) a minimum of 50% owned by Malaysians; and
 - (iii) team member(s) has more than 1-year experience and proven portfolio on digital creative content creation
8. **Competition Entry.** All entries to the Competition containing the following (“**Competition Entry**”) must be submitted to the Organiser, online via www.mdec.my/DC3 no later than the **deadline as stipulated in Item 6 above.**
9. **Multiple Entries.** Participants are allowed to submit more than 1 competition entry and category. In the event more than 1 competition entries of the Participants are shortlisted, the Participants are allowed to pitch all shortlisted competition entries at the DC3 +pitching stage. However, only 1 of the pitched competition entry will be chosen as the winning entry (if applicable).
10. **No Revision(s).** Upon submission of competition entries, no revision will be accepted and the Organiser will not entertain any request for the return of the Competition Entry.
11. **Withdrawal.** The Participants may withdraw the DC3+ applications for whatever reasons by submitting an official letter to Organiser stating the intention to withdraw with your reasons stated.
12. **Non Compliance.** Failure to comply with any of the above submission requirements may result in automatic disqualification. Submitted materials will not be returned and Participants are encouraged to keep a copy of submitted materials for records purposes.
13. **Originality.** All Competition Entry and the works relating thereto (“**Works**”) must be original. Failure to submit an original entry will result in disqualification from the Competition.
14. **No Infringement.** Infringement of any third party rights is strictly prohibited and will result in automatic disqualification of the Participants. In the event of any claims, the Participants must take full responsibility and deal with the said third party claims at their own costs. The Organiser accepts no responsibility or liability in such matter. The Participants shall indemnify the Organiser against any claims or indirect, special, incidental, or consequential damages from any party that may arise from the Competition Entry submitted under the Competition.

15. **Judging Criteria.** Judging is at the sole and absolute discretion of the judges and all decisions made are final. Judging will be conducted based on the following criteria:

Story Line, Idea Concept	Proposed story line and idea concept is unique and sufficiently differentiated from local and/or global competitors
Characters (Design/Relationship/ Personalities)	Line up characters complement the proposed story line and idea concept The infusion of the relevant theme in the proposed story line and idea concept
Production / Animation Capabilities	Project activities, project deliverables, resource allocation and timelines are realistic and achievable The project team has the necessary skills and experience / track record to deliver the project
International Appeal	The proposed story and design translate well and acceptable with other countries & their cultures
Creativity	The effective use of imagination as proposed in the proposal (inventiveness)

16. **Grant for Winners.**

- a) Winner(s) under each of the Categories of the Competition will, subject to the signing of a Grant Agreement (as defined below), be given a grant to allow the Winner(s) to proceed to develop the Works described in its Competition Entry ("**Grant**"), which amount are as follows:

	Amount of Grant for each winner
Category A	Up to RM300,000
Category B	Up to RM300,000
Category C	Up to RM 50,000

- b) The Grant shall be SUBJECT to the following conditions:
- (i) The Winner(s) signing a Grant Agreement with the Organiser to regulate the terms and conditions of the development of the Works and the disbursement of the Conditional Grant ("**Grant Agreement**");
 - (ii) The Grant will be disbursed to the Winner(s) in accordance to the milestones in the Grant Agreement;

- (iii) The Organiser is entitled to seek full reimbursement of the Grant disbursed to the Winner(s) in the event of any breach and/or non-fulfilment of the terms and conditions in the Grant Agreement by the Winner(s).
- (iv) The Winner(s) in the following categories are required to complete the Works in accordance with the respective project duration as stated below, which will be incorporated in the Grant Agreement:

	Project Duration	Final Output
Category A	Up to 6 months	Complete Short Animation in Full HD (25 minutes or less)
Category B		Complete Short Film with VFX in Full HD (25 minutes or less)
Category C		Complete Motion Comic (10 minutes or less)

- (v) Winner(s) are required to submit a progress report of the Works as further stated in the Grant Agreement;
 - (vi) Winner(s) under each categories are required to participate in programs organized by the Organiser such as exhibitions, talks, seminars, conferences etc.
 - (vii) During the funding period to be specified in the Grant Agreement (“**Funding Period**”) and for a period of One (1) year after the Funding Period, the Winner(s) shall take active steps to pursue the commercialization and exploitation of the Project and in this regard, the Winner(s) shall promptly disclose to MDEC in writing in the event any third party shows an interest in investing in the Project with the intention to commercialize it DURING the said period.
 - (viii) The Winner(s) has taken steps to protect its interest in the Project including to apply for applications of registration of relevant Intellectual Property Rights with the Intellectual Property Corporation of Malaysia (MyIPO);
17. **Ownership of Competition Materials.** By entering the Competition, the Participants agree to provide the Organiser with the right to use the Works and Project (if applicable) for purpose of showcasing any and all works produced by the Participants under the Competition for promotional purposes. The Participants further agree that the Organiser reserves the right to use the Participants' name in connection with such promotional showcasing, but shall have no obligation to do so.
18. **Exclusions of Liability.** The Organiser, its employees, agents and representatives hereby disclaim any and all liabilities that may arise in connection with the Competition Entry and any materials submitted and/or produced in relation

thereto. Further, the Organiser and its employees, agents and representatives shall not be held responsible for any Competition Entry that are lost or damaged in transit. Competition Entry are automatically rejected if incomplete, unreadable, damaged, mutilated, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with the Competition rules and regulations. The Organiser reserves the right to cancel, terminate, modify, suspend, or extend the Competition at any time.

19. **Disputes.** As a condition of participating in the Competition, the Participants agree that any and all disputes are encouraged to negotiate and reach an amicable settlement. Failure to resolve the disagreement by negotiation, either party may refer the disagreement to court of Malaysia.
20. **Rules and Regulations.** By submitting a Competition Entry and therefore participating in the Competition, each Participant agrees to be bound by and abide to these rules and regulations including decisions made by the Organiser, including any amendments, modifications and/or interpretation of these rules and regulations.
21. **Personal Data.** By participating in the Competition, the Participants hereby represents and warrants that with regard to the personal data (as defined under the Personal Data Protection Act 2010) provided and/or to be provided to MDEC for the purpose(s) of and/or in connection with the Competition, the Participants has obtained the required consent for MDEC to process the personal data in question and that it has read and accepted MDEC's Personal Data Protection Statement which is accessible at <https://mdec.my/footer-pages/personal-data-protection/> and agree to the processing of any personal data provided by the Participants to MDEC in accordance with the manner specified therein. The Participants further agrees that, with regard to the personal data provided and/or to be provided by MDEC to the Participants for the purpose(s) of and/or in connection with the Competition, the Participants shall, and shall procure that all of his/her employees, officers, employer and agents to similarly, comply with the Personal Data Protection Act 2010.
22. **Confidentiality.** No Works will be received or held in confidence and under no circumstances will the Competition proposal submitted by the Participants imposes any confidential obligation on the Organiser.

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