

Digital Content Creators Challenge 2022 Terms and Conditions

These terms and conditions ("**Terms and Conditions**") govern the Applicant (hereinafter defined) participation in the Digital Content Creators Challenge 2022 ("**DC3 Programme**") and the relationship between the organiser of the Programme, Malaysia Digital Economy Corporation Sdn. Bhd. [199601016995 (346238-D)] ("**Organiser**") and the Applicant. "**Applicant**" in these Terms and Conditions refers to the entity named as applicant or participant in the application form.

By participating in the DC3 Programme, the Applicant is deemed to have read, understood, accepted and agreed to these Terms and Conditions, including any amendment, modification or variation as may be issued by the Organiser, at its absolute discretion.

PART A: DC3 PROGRAMME

1. DC3 Programme.

- a) Digital Content Creators Challenge (DC3) is a platform for local talents to hone their creativity and accelerate the development of the digital creative content.
- b) DC3 Programme consist of two (2) stages namely (i) Stage 1: DC3 Competition; and (ii) Stage 2: DC3 Winners Mentorship Programme.
- c) **Stage 1: DC3 Competition** - This is a competition-based program designed to assist content creators to develop and produce world standard digital content as well as increasing the creation of Intellectual Property ("**DC3 Competition**").
- d) **Stage 2: DC3 Winners Mentorship Programme** - Winners selected from DC3 Competition will receive a prize money to develop their proposed digital creative content with the support of industry experts through a mentorship programme ("**DC3 Winners Mentorship Programme**").

2. Objectives. Key objectives of the DC3 Programme are as follows:

- a) to create more quality content that can be developed, showcased or marketed regionally and globally;
- b) to encourage and nurture new talents in turning their ideas into reality;
- c) to attract creative content developers to come out with greater ideas and stories; and
- d) to provide platform for local and regional broadcasters to scout for good contents for their channels.

PART B: DC3 COMPETITION

3. Categories. There are 3 categories under the DC3 Competition, as follows:

- a) Category A: Digital Comic
This category includes:
 - (i) Full story comic or
 - (ii) *Comic Anthology*Comic Anthology : Multiple series/stories
- b) Category B: Animation
 - (i) Animation series
 - (ii) Short Animation
- c) Category C: Digital Games

4. **Eligibility.** Applicant is required to meet the following criteria at all times during the DC3 Programme period:

No	Eligibility Criteria
1	<p>a. Company:</p> <ul style="list-style-type: none"> i. Incorporated in Malaysia for not more than Five (5) years under the Companies Act 1965 or Companies Act 2016; ii. Active and a minimum of 51% equity held by Malaysian(s) as per shareholding structure in the Suruhanjaya Syarikat Malaysia (SSM); iii. Not the subject of liquidation/winding up order/bankruptcy order; iv. Not a winner under any of the categories of Digital Content Creators Challenge in the preceding year; cooling period is two (2) years to re-apply; and v. Has no going concern issue and/or dormant. <p>OR</p> <p>b. Businesses/Enterprises / Sole Proprietorships / Partnerships:</p> <ul style="list-style-type: none"> i. Registered under the Registration of Business Act 1956 or The Trades Licensing Ordinance 1948 (Sabah) or The Businesses, Professions and Trading Licensing Ordinance (Sarawak) for not more than Ten (10) years; ii. Active and a minimum of 51% equity held by Malaysian(s) as per shareholding structure in the SSM; iii. Not a winner under any of the categories of Digital Content Creators Challenge in the proceeding year; cooling period is two (2) years to re apply; and iv. Not subject to dissolution of businesses/enterprises/sole proprietorship/partnership and/or cease doing businesses as going concern. <p>OR</p> <p>c. Limited Liability Partnerships</p> <ul style="list-style-type: none"> i. Registered under Limited Liability Partnerships Act 2012 for not more than Ten (10) years; ii. Active and a minimum of 51% equity held by Malaysian(s) as per shareholding structure in the SSM;

No	Eligibility Criteria
	<p>iii. Not a winner under any of the categories of Digital Content Creators Challenge in the proceeding years; cooling period is two (2) years to re apply IPCC; and</p> <p>iv. Not subject to dissolution of partnerships and/or cease doing business as going concern.</p>

5. **Submission Procedures.** Applicant is required to submit its application to the Organiser at <https://mdec.my/DC3> during the DC3 within the stipulated duration as specified in the Organiser's website. The submission of the application shall comprise of the followings (“**Competition Entry**”):

Digital Comic Category	Animation Category	Digital Games Category
<p>(1) A duly completed application form</p> <p>(2) Latest SSM search (3 months from application date)</p> <p>(3) Project Proposal consist of the following:</p> <p>(i) Project details;</p> <p>(ii) Storyline and/or draft script;</p> <p>(iii) Background/Environment Design;</p> <p>(iv) Characters (Design, Profile, Relationship);</p> <p>(v) Development and Production Timeline;</p> <p>(vi) Project Costing; and</p> <p>(vii) Business Model (Innovativeness / unique selling point, Target market(s) in terms of value/units/geography, Key competitors with respect to the identified target market(s), commercialisation/sales strategies.</p>	<p>(1) A duly completed application form</p> <p>(2) Latest SSM search (3 months from application date)</p> <p>(3) Project Proposal consist of the following:</p> <p>(i) Project details;</p> <p>(ii) Storyline and/or draft script;</p> <p>(iii) Background/Environment Design;</p> <p>(iv) Characters (Design, Profile, Relationship);</p> <p>(v) Project format, Synopsis;</p> <p>(vi) Mood boards and Concept Arts;</p> <p>(vii) Development and Production Timeline;</p> <p>(viii) Project Costing; and</p> <p>(ix) Business Model (Innovativeness / unique selling point, Target market(s) in terms of value/ units/ geography, Key competitors with respect to the identified target</p>	<p>(1) A duly completed application form</p> <p>(2) Latest SSM search (3 months from application date)</p> <p>(3) Project Proposal consist of the following:</p> <p>(i) Project details;</p> <p>(ii) Game Design document;</p> <p>(iii) Game Concept design;</p> <p>(iv) Game Concept art assets;</p> <p>(v) Development and Production Timeline;</p> <p>(vi) Project Costing; and</p> <p>(vii) Business Model (Innovativeness / unique selling point, Target market(s) in terms of value/ units/ geography, Key competitors with respect to the identified target market(s), commercialisation/sales strategies.</p>

Digital Comic Category	Animation Category	Digital Games Category
	market(s), commercialisation/sales strategies.	

6. **Pitching Day.** Eligible Applicant will be invited for a pitching session to present their Project Proposal to the panel of judges. The tentative date for the pitching sessions for all Categories are as follows or any other dates as may be determined and informed by the Organiser:-

What	Who	When
Pitching Day – Digital Comic, Animation & Digital Games	All eligible applicants who submitted DC3 application	Between 20 June – 1 July 2022

7. **Multiple Entries.** Applicant is allowed to submit more than one (1) Competition Entry for any category. In the event more than One (1) Competition Entry is shortlisted, the Applicant is allowed to present all entries. However, only One (1) Competition Entry will be selected as a winner.
8. **Evaluation Criteria.** Evaluation is at the sole and absolute discretion of the panel of judges and the decisions made by the judges shall be final and binding on all parties concerned. Evaluation will be conducted based on the following criteria:

A. Animation & Digital Comic Category

Scope	Evaluation Description
Story Line, Idea & Concept	Proposed story line and idea concept are unique and sufficiently differentiated from local and/or global competitors
Characters (Design/Relationship/Personalities) Concept Arts	a. Line up characters/assets complement the proposed story line and idea concept b. The infusion of the relevant theme in the proposed story line and idea concept
Production/Animation Capabilities	a. Project activities, project deliverables, resource allocation and timelines are realistic and achievable. b. The project team has the necessary skills and experience/track record to deliver the project
Creativity	The effective use of imagination as proposed in the proposal (inventiveness)
Business Model/ Commercialization	The target market is defined accurately and has potential to be commercialized The market share goals has been established in terms of geography and timelines

B. Digital Games Category

Scope	Evaluation Description
Concept	The concept of the proposed game/interactive content application is coherent and interesting.
Originality & Innovation	Proposed game/interactive content application concept are novel with unique selling point.
Visual Art	Proposed art style is suitable for the game/interactive content application in terms of thematic concept as well as the game/interactive content application itself. Visual quality is competitive for the targeted market.
Game/Interactive Application Design	Proposed game/interactive content application design are innovative, relevant, scalable, flexible, solve social and business problems and monetizable.
Technology/Audio	<p>a. Proposed technology implementation are innovative, relevant, scalable, flexible and intent to improve current industry benchmark.</p> <p>b. Proposed audio design is suitable for the games/ interactive content application in terms of thematic concept. Audio quality is competitive for the targeted market.</p>
Business Model/ Commercialization/ Social Impact	The game/interactive content application have marketability and commercial/social value.
Prototype Specifications / Production Plan	Project activities, project deliverables, resource allocation and timelines are realistic and achievable.

9. **DC3 Competition Winners.** Winners of the DC3 Competition selected by the judges are required to undergo Stage 2: DC3 Winners Mentorship Programme as further described in Part C below.

PART C: DC3 WINNERS MENTORSHIP PROGRAMME

10. Prize Money and Mentorship Session

- a) Subject to the Winner signing of DC3 Agreement (hereinafter defined) with the Organiser, the Winner is entitled to prize money and mentorship under DC3 Programme to develop their Project Proposal.
- b) Amount of the prize money for each Category are as follows ("**Prize Money**"):

Category	Amount of Prize Money
Digital Comic	Up to RM25,000
Animation	Up to RM100,000
Digital Games	Up to RM100,000

- c) The actual amount of the Prize Money awarded to the Winner will be determined by panel of judges based on their evaluation and assessment on the Winner's Project Proposal.
- d) Each Winner is required to enter into an agreement with the Organiser to regulate the terms and conditions on the development of the Project Proposal ("**Project**") and disbursement of the Prize Money for the Project ("**DC3 Agreement**"). For the avoidance of doubt, failure of the Winner to enter into a DC3 Agreement with the Organiser shall tantamount to a withdrawal from the DC3 Competition and forfeiture of its right and claim whatsoever over the Prize Money.
- e) The Prize Money shall be utilized by the Winner to undertake the following activities related to the Project:
 - (i) Development and production of the digital creative content (Digital Comic/Animation/Interactive Media/Digital Games; and
 - (ii) Other project/activity identified and recommended by the Mentors (if any).
- f) The Prize Money may also be utilized by the Winner to undertake the marketing and promotional of digital creative content (Digital Comic/Animation/Digital Games) related to the Project.
- g) The Prize Money shall be SUBJECT to the following conditions:
 - (i) Signing of DC3 Agreement by the Winner with the Organiser;
 - (ii) The Organiser is entitled to seek full reimbursement of the Prize Money disbursed to the Winner in the event of any breach and/or non-fulfilment of the terms and conditions in the DC3 Agreement by the Winner;
 - (iii) The Prize Money will be disbursed to the Winner in accordance with the following milestones or as per stipulated in DC3 Agreement:

Digital Comic

Milestone Stage	Quantum of Disbursement	Progress Submission
Development Stage	30% of the Prize Money	<p>The 1st payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. Duplicate copy of the original signed and stamped DC3 Agreement; 2. Project Design Documentation including but not limited to: <ol style="list-style-type: none"> a. Storyline and/or draft script; b. Background/Environment Design; and c. Characters (Design, Profile, Relationship); 3. Project progress report including Statement of Expenses; and 4. Form of Utilization Request as specified in DC3 Agreement.
Production Stage	40% of the Prize Money	<p>The 2nd payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. 50 pages comic or 128 digital comic strips storyline comic thumbnail; 2. Project progress report including Statement of Expenses; and 3. Form of Utilization Request as specified in DC3 Agreement.
Post Production/Final Stage	30% of the Prize Money	<p>The final payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. A completed Digital Comic (Minimum. 50 pages or minimum of 128 digital comic strips/webcomics); 2. Commercialisation Plan; 3. Project Final Report including Statement of Expenses; 4. A copy of IP filing application or receipt from MyIPO or any relevant IP registration firm; and 5. Form of Utilization Request as specified in DC3 Agreement.

Animation

Milestone Stage	Quantum of Disbursement	Progress Submission
Development Stage	30% of the Prize Money	<p>The 1st payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. Duplicate copy of the original signed and stamped DC3 Agreement; 2. Project Design Documentation including but not limited to: <ol style="list-style-type: none"> a. Storyline and/or draft script; b. Background/Environment Design; c. Characters (Design, Profile, Relationship); d. Project format, Synopsis; and e. Mood Boards, Concept Arts; 3. Project progress report including Statement of Expenses; and 4. Form of Utilization Request as specified in DC3 Agreement.
Production Stage	40% of the Prize Money	<p>The 2nd payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. Animatics; 2. Project progress report including Statement of Expenses; and 3. Form of Utilization Request as specified in DC3 Agreement.
Post Production/Final Stage	30% of the Prize Money	<p>The final payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. A completed Animated Short Film, Pilot Episode or Sizzle Trailers; 2. Commercialisation Plan; 3. Project Final Report including Statement of expense; 4. A copy of IP filing application or receipt from MyIPO or any relevant IP registration firm; and 5. Form of Utilization Request as specified in DC3 Agreement.

Digital Games

Milestone Stage	Quantum of Disbursement	Progress Submission
Development Stage	30% of the Prize Money	<p>The 1st payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. Duplicate copy of the original signed and stamped DC3 Agreement; 2. Project Design Documentation including but not limited to: <ol style="list-style-type: none"> a. Game Design Document; b. Game Concept Design; and c. Game Concept Art Assets; 3. Project progress report including Statement of Expenses; and 4. Form of Utilization Request as specified in DC3 Agreement.
Production stage	40% of the Prize Money	<p>The 2nd payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. Playable vertical slice with art assets implemented for the slice; 2. Basic sound effects and background musics; 3. Basic working Graphic User Interface (GUI); 4. Project progress report including Statement of Expenses; and 5. Form of Utilization Request as specified in DC3 Agreement.
Post Production/ Final Stage	30% of the Prize Money	<p>The final payment to the Winner is made upon submission of the following by the Winner:</p> <ol style="list-style-type: none"> 1. A completed commercial-ready Digital Games; 2. Commercialization Plan; 3. Project Final Report including Statement of Expenses; 4. A copy of IP filing application or receipt from MyIPO or any relevant IP registration firm; and 5. Form of Utilization Request as specified in DC3 Agreement.

(iv) The Winner in the following Categories is required to complete the Project in accordance with the respective project duration as stated below ("**Project Duration**"), which will be incorporated in DC3 Agreement:

Category	Project Duration	Final deliverables
Digital Comic	Up to 6 months	A completed Digital Comic/Comic Anthology (Minimum of 50 colored pages or minimum. of 128 colored digital comic strips/webcomics)
Animation	Up to 8 months	A completed Animated Short Film, Pilot Episode or Sizzle Trailer.
Digital Games	Up to 10 months	A completed commercial-ready Digital Games.

- (v) Within the said respective Project Duration, the Winner will meet up with the Mentors on monthly basis to discuss the progress of their Project. The Organiser reserves the right to amend the schedule of the DC3 Winner Mentorship Programme with prior notice;
- (vi) The Winner is required to submit progress report(s) of the Project as further stated in DC3 Agreement;
- (vii) The Winner may apply to the Organiser for an extension or any project issues resolution by serving a written request to the Organiser not less than One (1) month or such other period as agreed by the Organiser, prior to the expiry of Project Completion Date as specified in DC3 Agreement, together with its justification and supporting documents for such request. The Organiser shall have at its sole discretion the right to approve or reject such request;
- (viii) The disbursement of Prize Money shall be based on completed submission and achievements of the verified deliverables by the Mentors and in accordance to the terms and conditions stated in DC3 Agreement;
- (ix) Winner under each category is encouraged to participate in programs organized by the Organiser such as Kre8tif! conference, Level Up KL, exhibitions, talks, seminars, etc;
- (x) During the Project Duration period, extension period (if any) and for a period of One (1) year after completion of the Project, the Winner shall take active steps to pursue the commercialization and exploitation of the Project and in this regard, the Winner shall promptly disclose to the Organiser 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; and
- (xi) The Winner undertakes to protect its interest in the Project including to apply for the applications of registration of relevant Intellectual Property Rights with the Intellectual Property Corporation of Malaysia (MYIPO).

PART D: GENERAL TERMS AND CONDITIONS

11. **No Revision or Resubmission:** Upon submission of the Competition Entry, no revision and/or resubmission of the Competition Entry is allowed by the Applicant. Any revision and/or resubmission and/or request for the return of the Competition Entry shall not be entertained by the Organiser.
12. **Disqualification:** The Organiser reserves the right to disqualify any Competition Entry without any prior notification to the Applicant if the Applicant's Competition Entry consist any of the following:
 - a) offensive or obscene;
 - b) slanderous or defamatory which is likely to bring the Organiser into disrepute;
 - c) violates the privacy or impair the credibility of any person;
 - d) violates any law or is connected to any illegal activity;
 - e) includes any other inappropriate contents or images;
 - f) infringement of any third party rights; and/or
 - g) non-observance with these Terms and Conditions.

In addition to the above, Competition Entry will be automatically rejected if incomplete, unreadable, damaged, mutilated, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions. In the event of any claims made by any third party in relation to the Competition Entry, the Applicant 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.

13. **Originality.** Applicant's Project Proposal must be originally produced by the Applicant. The Organiser shall have the right, in its sole discretion, to disqualify the Competition Entry in the event the Applicant fails to submit its original Project Proposal.
14. **No Infringement.** The Organiser shall have the right, in its sole discretion, to automatically disqualify any Competition Entry that is found or suspected to have infringed or violate any intellectual property rights or other third party rights. In the event of any claims, the Applicant must take full responsibility and deal with any such claims at their own cost. The Organiser shall accepts no responsibility or liability in such matter. The Applicant shall indemnify the Organiser against all actions, claims and liabilities, whether direct or indirect, special, incidental, or consequential damages from any party that may arise from the Competition Entry submitted by the Applicant for the DC3 Programme.
15. **Right to Use.** By participating in the DC3 Programme, the Applicant agrees to provide the Organiser with the right to use the Project (if applicable), free from royalty for the purpose of showcasing any and all works produced by the Applicant under the DC3 Programme for promotional purposes. The Applicant further agrees that the Organiser reserves the right to use the Applicant's name, address, photograph, audio, visual recording of the Applicant in connection with such promotional showcasing, but shall have no obligation to do so and without payment or compensation to the Applicant.
16. **Exclusions of Liability.** The Organiser, sponsors and their group of companies and their employees, agents and representatives hereby disclaim any and all liabilities that may arise in connection with the DC3 Programme, 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.

17. **Indemnity.** The Applicant shall indemnify the Organiser against any claim, direct or indirect, special, incidental or consequential damages from any party that may arise from the Competition Entry and/or Project Proposal submitted for the DC3 Programme.
18. **True and Accurate.** The Applicant hereby declares that all information, financial and other statements, reports and other documents and data furnished, or to be furnished to the Organiser, in connection with the submission of the Competition Entry does not contain any untrue statements and were honestly provided and made upon due and careful inquiry and have not omitted to state any fact(s), the omission of which makes such statements misleading.
19. **Termination on Corruption, Unlawful or Illegal Activities.** Without prejudice to any other rights of the Organiser, if the Applicant is convicted by a court of law for corruption or unlawful or illegal activities in relation to the DC3 Programme or any other agreement that the Applicant may have with the Organiser, the Organiser shall be entitled to terminate the Applicant's Competition Entry at any time, by giving a written notice with immediate effect. Upon such termination, the Organiser shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Organiser arising from such termination. For the avoidance of doubt, the Organiser shall be entitled to any form of losses including loss of profit, damages, claims or whatsoever against the Organiser upon such termination of the Competition Entry.
20. **Disputes.** The Applicant agrees that any and all disputes are encouraged to be negotiated and reach amicable settlement. Failure to resolve the disagreement by negotiation, either party may refer the disagreement to the court of Malaysia. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and parties agree to submit to the jurisdiction of Malaysia in the event of any dispute.
21. **Personal Data.** By participating in the DC3 Programme, the Applicant 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 the Organiser for the purpose(s) of and/or in connection with the DC3 Programme, the Applicant has obtained the required consent for the Organiser to process the personal data in question and that it has read and accepted the Organiser'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 Applicant to the Organiser in accordance with the manner specified therein. The Applicant further agrees that, with regard to the personal data provided and/or to be provided by the Organiser to the Applicant for the purpose(s) of and/or in connection with the DC3 Programme, the Applicant 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. **Miscellaneous**
 - a) The Applicant hereby agrees to release and hold harmless the Organiser, its employees, agents and representatives against any and/or all losses,

- damages, rights, claims and actions of any kind in connection with the DC3 Programme.
- b) The Organiser reserves the right to substitute, suspend, cancel, terminate or modify the DC3 Programme and/ or these Terms and Conditions without prior notice, at its sole and absolute discretions.
 - c) The Organiser's failure to enforce any of these Terms and Conditions shall not be constitute a waiver of that provisions.
 - d) If any of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such terms and conditions shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
 - e) No representation, warranty or undertaking is given that any entry submitted by the Applicant including the Project Proposal will be received or held in confidence.
 - f) The decision of the judges relating to the winner of the DC3 Competition and amount of the Prize Money shall be final and binding on all parties concerned.
 - g) The Applicant acknowledges and agrees that the information provided by the Applicant to the Organiser in the Competition Entry for the DC3 Programme may be used by the Organiser for purposes of (a) use case, case study, awareness session workshop, training; (b) impact assessment, planning, analysis and/or preparing statistics; (c) publishing of consolidated data without disclosing identifiable details of the Applicant; and (d) disclosure to any government ministry, department, agency, authority or regulatory body.
 - h) Nothing contained in these Terms and Conditions shall be construed as granting to the Applicant, by implication or otherwise, any license or right to use any of the proprietary rights and/or intellectual property rights owned and/or vested in the Organiser or any third party.
 - i) By registering for and/or participating in the DC3 Programme, Applicant represents, warrants and agrees that Applicant has read and understood the Organiser's code of conduct which is accessible at <https://mdec.my/footer-pages/code-of-conduct/> and agree to be bound by the terms of such code of conduct and the Applicant has not breached and shall not breach any of the terms of the code of conduct applicable to the Applicant.
 - j) If there is any inconsistency between English version and Malay version of these Terms and Conditions, the English version shall prevail.

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