

## GENERAL TERMS AND CONDITIONS LEVEL UP KL 2022 (LUKL 2022)

These general terms and conditions (“**Terms and Conditions**”) shall govern your participation in LEVEL UP KL 2022 (LUKL 2022) (“**the Programme**”) and the relationship between Malaysia Digital Economy Corporation Sdn. Bhd. (Company No.: 199601016995 (389346-D)) (“**MDEC**”) and yourself. “You” or “Your” in these Terms and Conditions refers to the entity named as applicant or participant of the Programme. By registering for and participating in the Programme, You are deemed to have read, understood, accepted and agreed to these Terms and Conditions, which form a legal binding contract between MDEC and You.

### 1. Purpose

LEVEL UP KL (LUKL) is a game developer conference and exhibition. The objective and purpose of the Programme is for attendees to connect, expand and explore business opportunities in the Southeast Asia region with game development studios, publishers, investors, and partners.

### 2. General Terms and Conditions

a. MDEC may, at its sole discretion:

- i. reject Your registration in the Programme;
- ii. cancel or withdraw Your participation in whole or any part the Programme; and/or
- iii. cancel, modify or suspend whole or any part of the Programme

at any time without prior notice and assigning any reason whatsoever. For Business Pass and Basic Pass participation, any refund will be subject to the payment terms as stipulated by MDEC. Notwithstanding anything to the contrary, MDEC shall have an absolute right and sole discretion for such refunds.

- b. Information, profiles, name, address, photographs, audio-visual recording, reports, data, resources, other documents or materials submitted or to be submitted or other information provided or to be provided for the Purpose stated in these Terms and Conditions (“**Information**”) from You and/or third party may be used throughout the Programme. You shall ensure the accuracy, completeness and integrity of Your Information. You agree that You have not omitted to state any fact(s), the omission of which makes Your Information misleading. MDEC shall have the right to reject Your registration and/or withdraw Your participation from the Programme if any of the Information provided or to be provided by You is found to be false, inaccurate, incomplete or misleading.
- c. You acknowledge that MDEC does not verify and makes no representation or warranty of any kind, whether express or implied, in providing such Information.
- d. Your participation in the Programme shall be at Your own risk. To the maximum extent permitted by law, MDEC shall not be liable for any loss or damage, including without limitation loss of profit, revenue, customer, goodwill or opportunity, loss of data or any other direct, indirect, incidental, consequential, exemplary, punitive or special loss, damage or expense of any kind whatsoever, incurred or to be incurred or suffered by You and/or any third party arising out of or in connection with (a) the reliance or use or inability to use the Information provided or to be provided by You and/or to be provided by MDEC and/or any third party; and/or (b) Your participation in the Programme.
- e. You shall indemnify and save harmless MDEC against and from all costs, claims (including but not limited to the claims for or on account of infringement of any protected intellectual property rights), damages, losses, expenses, demands, causes of action and proceedings of howsoever and/or whatsoever nature, incurred or to be incurred or suffered by You and/or any third party arising out of or in connection with (a) the reliance or use or inability to use the Information

provided or to be provided by You and/or to be provided by MDEC and/or any third party; and/or (b) Your participation in the Programme.

- f. If You provide any logo or trademark to MDEC for purpose of Your participation in the Programme, You hereby agree to grant an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, worldwide and royalty-free license to MDEC to use, host, store, distribute, process, copy, reproduce the said trademark or logo. Notwithstanding thereto, You agree that You shall not use the name, trademark, logo or other intellectual properties proprietary to MDEC in any manner whatsoever without prior written approval or consent from MDEC.
- g. You shall treat and safeguard the Information acquired from and/or disclosed by MDEC in connection with the Programme as private and confidential. You further agree that, unless required by the laws, such Information shall not be disclosed to any third party or to be used for whatever purpose without prior written consent from MDEC.
- h. No representation, warranty or undertaking is given to You that the Information provided or to be provided by You will be received or held in confidence. MDEC shall be entitled to disclose the Information for such purpose as specified in Item (i) hereinbelow to such persons including without limitation, relevant government ministries, authorities, regulatory bodies or any government agencies, MDEC's employees, consultants, agents, and/or such other persons appointed by MDEC.
- i. You acknowledge and agree that the Information provided or be provided to MDEC in connection with the Purpose and/or the Programme may also be used by MDEC 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 of Your business and Your customers; (d) use, publish and/or display Your Information for promotional and marketing purposes; and (e) disclosure to any government ministry, department, agency, authority or regulatory body; but have no obligation to do so, and without payment or compensation to You.
- j. By registering for, participating in the Programme and/or providing personal data to MDEC, You hereby represent and warrant that with regard to the personal data (as defined under the Personal Data Protection Act 2010) provided and/or to be provided to MDEC in connection with the Programme, You hereby provide Your consent for MDEC to process the personal data in question for the purpose of LUKL 2022 which includes but not limited to (a) use case, case study, awareness session, workshop, training; (b) impact assessment, planning, analysis and/or preparing statistics; (c) publishing of consolidated data of Your business and Your customers; (d) use, publish and/or display Your Information for promotional and marketing purposes; and (e) disclosure to any government ministry, department, agency, authority or regulatory body; and that You have 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 You to MDEC in accordance with the manner specified under the Personal Data Protection Act 2010.
- k. By registering for and/or participating in the Programme, You represent, warrant and agree that You have read and understood MDEC'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 You have not breached and shall not breach any of the terms of the code of conduct applicable to You.
- l. Without prejudice to any other rights of MDEC, if You, Your personnel, servants or employees is/are convicted by a court of law for corruption or unlawful or illegal activities in relation to these Terms and Conditions and/or the Programme or any other agreement that You may have with MDEC, MDEC shall be entitled to terminate these Terms and Conditions, withdraw Your participation and/or reject/cancel Your registration in the Programme at any time, by giving a written notice with immediate effect. Upon such termination, MDEC shall be entitled to all losses,

costs, damages and expenses (including any incidental costs and expenses) incurred by MDEC arising from such termination, withdrawal or rejection. For the avoidance of doubt, the parties hereby agree that You shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever against MDEC upon such termination of these Terms and Conditions, withdrawal of Your participation and/or rejection/cancellation of Your registration in the Programme.

- m. These Terms and Conditions and/or any information provided or to be provided by MDEC may be modified, substituted, suspended, cancelled or terminated at any time and without prior notice at the sole discretion of MDEC.
- n. MDEC may update and/or amend these Terms and Conditions at any time without notice and if You continue Your participation in the Programme, You shall be deemed to have agreed to the latest Terms and Conditions.
- o. The Terms and Conditions shall not constitute and shall not in any way be construed as Your formal appointment in relation to any provision of any service to or deliverable for MDEC or to grant any benefit to You whatsoever.
- p. You shall at all times remain as an independent party to MDEC. Nothing contained herein shall be construed as establishing or creating a relationship between MDEC and You of principal and agent, partnership, joint venture or employment. Neither party shall have any authority or power to bind the other in any way whatsoever and howsoever.
- q. You, Your permitted assigns, employees, agents and/or representatives shall not make any public announcement or issue press statements concerning to any matter including that which in MDEC's opinion may be detrimental and/or may cause adverse effects to the reputation and/or goodwill of MDEC, save and except where such aspect of the Programme is already in public domain or You have obtained prior written approval from MDEC for the release of such public announcement and press statement.
- r. Your participation in the Programme is not assignable or transferable, save and except with prior written consent from MDEC, which consent may be withdrawn at any time at sole discretion of MDEC.
- s. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia. The Parties agree to submit to the jurisdiction of the courts of Malaysia in the event of any dispute.
- t. You hereby agree that You shall comply with all statutory, regulatory and/or licensing requirements as may be applicable from time to time.
- u. You hereby warrant that the submission of the Form and/or Your participation in the Programme do not and will not breach any laws & regulations, any agreements, rights or obligations, or any notifications or directions issued by MDEC from time to time.

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