

Securities Commission Malaysia
Batik Lestari Competition Terms and Conditions

1. The Batik Lestari Competition (“**Competition**”), the further details of which are as set out on the Competition Portal, is organised by Securities Commission Malaysia (“**SC**”) of 3 Persiaran Bukit Kiara, Bukit Kiara, 50490 Kuala Lumpur, Malaysia (“**SC Address**”).
2. By submitting an Entry to this Competition, you acknowledge that you have read, understand and fully agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you must not submit any Entry, participate, or otherwise be involved in the Competition in any manner.
3. In these Terms and Conditions, in addition to the various other definitions as set out in other clauses, the following expressions shall have the following meanings:

“**Competition Form**” means the competition form for participating in the Competition, accessible electronically through the Submission Portal.

“**Artistic and Technical Requirements**” means the requirements for the Visual Artwork and Physical Materials as set out in the Competition Portal as well as the requirements set out in Clauses 16 to 25.

“**Competition Officer**” means any of the following officers of the SC:

Name of Officer	Contact Info
Ahmad Syafiq Ahmad Sufian	syafiqsu@seccom.com.my 012-9763090
Natasha Athira binti Rusli	natasha.athira@seccom.com.my 011-15141708
Mona Azurah Ab Rahim	monaazurah@seccom.com.my 012-6625263

“**Competition Portal**” means the Competition’s portal accessible electronically at <https://www.sc.com.my/batiklestari>

“**Competition Privacy Policy**” means the privacy policy of SC for the processing of personal data and information in connection with the Competition, accessible electronically at <https://www.sc.com.my/batiklestari>

“**Visual Artwork**” means the visual representation of batik artwork illustration, either as a digital reproduction or as scanned illustrations of physical sketches. The artwork must be submitted in the “**Competition Form**”, and the submission can be in the form of

scanned sketches (e.g., from paper using pen or other media) or as digital designs.

“**Entry**” means an entry for the Competition that consists of all the artwork, materials, documents, and information as set out in Clause 6. “**Entries**” shall be construed accordingly.

“**Online Submission Acknowledgement**” means the acknowledgement of online submission that will be electronically generated by the Submission Portal upon a participant’s submission of the Competition Form and the Visual Artwork through the Submission Portal. For the avoidance of doubt, such acknowledgement does not confirm the sufficiency, completeness of the materials and information submitted.

“**Physical Material**” means the physical batik fabric sample.

“**Submission Period**” means the period from 00:01 (MYT) 16 September 2024 to 23:59 (MYT) 31 October 2024.

“**Submission Portal**” means the Competition’s submission portal accessible electronically at <https://www.sc.com.my/batiklestari>

“**Terms and Conditions**” means these Batik Design Competition Terms and Condition, as may be updated by the SC in its sole discretion, such updated versions to take effect immediately upon publication on the Competition Portal or Submission Portal.

Participation

4. To participate in the Competition, you must submit an Entry in the manner as stipulated in these Terms and Conditions and comply with all requirements hereunder.
5. All Entries for the Competition must be submitted and received by SC within the Submission Period. Entries received outside the Submission Period will not be accepted.
6. Each participant is allowed to submit only one (1) Entry. Participants must submit the following:
 - (a) the Visual Artwork consisting of 4 sets of attire, (i) one (1) full set men’s formal outfit, (ii) one (1) full set men’s casual outfit, (iii) one (1) full set ladies’ baju

kurung outfit and (iv) one (1) full set ladies' open jacket), submitted through the Submission Portal;

(b) a duly completed Competition Form, submitted through the Submission Portal; and

(c) the Physical Material of 45" x 2 metres in size, mailed or hand delivered to any Competition Officer at the SC Address alongside a printed copy of the Online Submission Acknowledgement, to be submitted within forty-eight (48) hours from the submission of the Visual Artwork.

7. Each Entry including the Visual Artwork and Physical Material must comply with all the Artistic and Technical Requirements.

8. The SC may not consider any Entry which is incomplete, insufficient, or non-compliant.

9. The SC will not accept:

(a) responsibility for any Entry (or part thereof) that is lost, mislaid, damaged, corrupted, or delayed in transit or transmission, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind, or mishandling; or

(b) proof of transmission or delivery (e.g. proof of courier delivery) as proof of receipt of any Entry.

10. The SC reserves the right to refuse any Entry or refuse to award the prize to anyone in breach of these Terms and Conditions.

Eligibility

11. This competition is open to Individuals and Team Participation

12. The Competition is open to individuals who are aged 18 years and above. The Competition is open to all Malaysian citizens except SC's (a) employees, directors and their immediate family members; and (b) agents, agencies, sponsors and their employees and contractors directly associated with administration of the Competition.

13. All entries must be produced by the participants and not commissioned. Participants must use

batik produced by themselves or by a team member. The batik fabric must be used in the development of the products. However, other materials may be incorporated in the creation of the products to be submitted. The fabric should be "treated" or fixed as in the usual batik process.

14. The wax resist technique must be at least 50% of the process used in the production of the items

15. In entering the Competition, you confirm that you are eligible to do so and have all necessary rights to all acts required by the Competition and these Terms and Conditions. The SC may require you to provide proof of eligibility satisfactory to the SC.

16. The SC reserves the right to verify the validity of Entries and to disqualify you if your conduct is contrary to the spirit or intention of the Competition or is in any manner a breach of these Terms and Conditions.

17. The SC reserves the right to terminate, discontinue or suspend the Competition.

18. Should your contact details change during the Submission Period, it is your responsibility to notify the SC by contacting a Competition Officer and request to access or modify the relevant contact information provided in the Competition Form.

Artistic and Technical Requirements

19. The Visual Artwork and Physical Material must be your original work and must have been exclusively created, designed and made for the Competition.

20. The Visual Artwork and Physical Material must not have been submitted for any other competition. Further, the Visual Artwork and Physical Material must not be or have been:

(a) presented, provided, sold or otherwise made available to any other person or entity for any purpose; or

(b) displayed or used anywhere other than as required by SC,

whether before, during, or after the Submission Period.

21. The Physical Material must be created using the Batik making method broadly defined as the

wax resist method of dyeing fabric, whether by hand-drawing (“canting”) or by “hand block” printing, the further details of which are set out on the Competition Portal. However, other methods of dyeing fabric and applications may be incorporated with other wax resist applications.

22. The Visual Artwork must be the visual representation of batik artwork, either as a digital reproduction or as scanned illustrations of physical sketches of the Physical Material
23. The Visual Artwork should be no larger than 10MB and be at least 300dpi, and should be submitted as either JPEG or TIFF files with no watermarks, signatures or borders included.
24. No artificial intelligence (AI) may be involved in the creation or conceptualisation of the Visual Artwork or Physical Material, whether in whole or in part. If the submission is determined to be AI generated, it will be disqualified.
25. Except for the permitted digital adjustments or edits as provided in Clause 23, no digital adjustment, editing, or enhancement may be made to the Visual Artwork.
26. Permitted digital adjustments or editing to the Visual Artwork include tone and contrast, cropping, burning, sharpening, dodging, and noise reduction, all for the sole purpose of achieving, to the extent digitally possible, the same overall impression as the Physical Material. Any adjustments or edits must be declared in the Competition Form with the relevant details and reasons.
27. Entries must be accompanied by a description of the batik design represented in the Visual Artwork and Physical Material, such description to be included in the Competition Form.
28. All digitally or electronically submitted materials, documents and data including the Visual Artwork shall contain no malicious codes or files, e.g. worms, trojan horses, viruses malware, bugs, other malicious or corrupted codes, and other similar things or devices.
29. The Entry must be accompanied by your declaration and confirmation that the Visual Artwork and Physical Material comply in all respects with the Artistic and Technical Requirements including those set out in these Terms and Conditions, and that you will be fully responsible for any consequences (including losses suffered by SC) in case of any failure to comply.

Assessment & Selection

30. The Entries will be judged by a panel of judges appointed by SC based on the following criteria:
 - (a) Promoting cultural authenticity and creativity by adopting Malaysian motif elements
 - (b) Theme interpretation
 - (c) Research and development
 - (d) Techniques and skills in using fabrics (batik canting/hand-block)
 - (e) Design and creativity (product or design identity, inspiration, influence, interaction and innovation)
 - (f) Element of Sustainability (ability to use natural dyes, recycling measures, practice of social sustainability, incorporation of overall ESG in production)
 - (g) Overall Presentation
- (d) SC has the sole discretion to determine the number of winners (each a “**Winner**”). There will be top three (3) Winners and five (5) consolation prize Winners for the batik open category. There are prizes for the top two (2) Winners for the sustainable criteria. The Winners will be notified via email and will receive a prize of RM30,000 and a trophy for 1st Prize, RM15,000 and a trophy for 2nd Prize and, RM10,000 and a trophy for 3rd Prize with 5 Consolidation Prizes for RM2,000 each. Additionally, there will be 2 special mention winners for sustainable batik for RM5,000 each.
- (e) If a Winner is unable to be reached (following reasonable attempts) within thirty (30) days of being notified, then the Winner’s prize will be forfeited, and SC will be entitled to select another Winner in accordance with the process described above.
- (f) The prizes are non-exchangeable and non-transferable to cash or credit and cannot be sold. SC reserves the right, exercisable at its sole discretion, to replace the prizes with alternative prizes of the same or different value.
- (g) Subject to any non-excludable statutory obligations, the decision of SC regarding any aspect of the Competition is final and SC will not enter into correspondence regarding the Competition result.
- (h) SC reserves the right to disqualify a Winner retrospectively if SC becomes aware that the Winner or the Winner’s Entry is of a type described in clause 13 under Eligibility or is in

any manner in breach of these Terms and Conditions.

- (i) If there are no valid Entries during the Submission Period, then no prize will be awarded.

Intellectual Property

- (j) All entries must be produced by the participants and not commissioned. You warrant and represent to the SC that the Visual Artwork and Physical Material are your original work and/or design, and they do not infringe the rights of third parties including copyright, design, industrial design, trademark, trade secrets, privacy, publicity, personal or proprietary rights (collectively the "IP Rights"). You agree to fully indemnify the SC against any claim from any third party for any breach of this clause.
- (k) You warrant and represent to the SC that you are the sole owner of all IP Rights in the Visual Artwork and Physical Material, and that you are the sole author or otherwise creator of the Visual Artwork and Physical Material. You warrant and represent to the SC that no part of the IP Rights in the Visual Artwork and Physical Material has been previously assigned, transferred, or encumbered.
- (l) All Entries become the property of SC. By submitting an Entry, you thereby assign and transfer to the SC absolutely and irrevocably, all the properties, rights, titles and interests, present and future, in and to the Visual Artwork and Physical Material, including all statutory and common law rights attaching thereto (e.g. all IP Rights including the right to reproduce, distribute, perform, display, or create derivative works, or manufacture, sell, import, or export any article or product incorporating or based on the Visual Artwork and Physical Material), for the full duration of such rights throughout the world, free and clear of any liens, claims, encumbrances, or other restrictions.
- (m) By submitting an Entry, you agree to waive any moral rights contained in your Entry to the extent permitted by law.

Data Protection

- (n) Your personal data and information provided to SC will be used and processed for purposes of the Competition in accordance with these Terms and Conditions and the Competition Privacy Policy. You hereby consent to SC's processing of your personal data and information in the manner as required by the

Competition and/or contemplated by the Privacy Policy.

- (o) By submitting an Entry, you agree that any personal data and information provided by you with your Entry or throughout the course of the Competition may be held, used or otherwise processed by SC or its agents and suppliers for future marketing and publicity purposes in any media worldwide without notice and without any fee being paid.
- (p) Your personal data and information may be published on the Competition Portal and SC's website, and may be announced through or used for other forms of publicity such as press release, social media, etc.

Miscellaneous

- (q) The SC and each of its related bodies corporate, officers, employees and agents accept no responsibility for any late, lost or misdirected Entries due to technical disruptions, network congestion or for any other reason whatsoever.
- (r) The SC will not be liable to any person or organisation for cancelling or postponing the Competition if:
 - i. such cancelation or postponement is beyond the reasonable control of SC, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism;
 - ii. such cancelation or postponement is due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition; or
 - iii. in the reasonable opinion of SC, the Competition may harm SC's reputation or cause or likely to cause SC to breach any arrangements with third parties or any applicable laws.
- (s) These Terms and Conditions and the Competition will be governed by the laws of Malaysia. You hereby agree to submit to the jurisdiction of the Malaysian courts.
- (t) If you have any questions, please contact any Competition Officer. However, these Terms and Conditions constitute the entire Agreement between the SC and you regarding the

Competition. No statement, warranty, or representation by any Competition Officer shall

bind the SC or affect the validity of these Terms and Conditions.