Securities Commission Malaysia

Coastal Flooding Adaptation & Resilience (COFAR) Challenge Terms and Conditions

- The Coastal Flooding Adaptation & Resilience (COFAR) Challenge ("Challenge"), further details of which are as set out on the Challenge Website, is organised by Securities Commission Malaysia ("SC") of 3 Persiaran Bukit Kiara, Bukit Kiara, 50490 Kuala Lumpur, Malaysia ("SC Address").
- 2. By registering and participating in this Challenge, the Team and each individual Team Member acknowledge that they have read, understood and fully agree to be bound by these Terms and Conditions. If the Team or any Team Member does not agree with these Terms and Conditions, the Team must not make any Submission, participate, or otherwise be involved in the Challenge 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:
 - "Challenge Brief" means the detailed description of the Challenge, including but not limited to the Challenge background, challenge site, competition timeline, and prizes.
 - "Challenge Website" means the Challenge's website accessible electronically at https://www.sc.com.my/cofar/cofar-challenge.
 - "Design and Technical Requirements" means the minimum standards, formats, and criteria that apply to all Submission as set out and updated in the Challenge Website as well as the requirements set out in Clauses 19 to 26. Participants should refer to the Challenge Website for the most applicable requirements.
 - "IP Rights" means (including but not limited to) any and all intellectual property rights (including rights under or pursuant to any license) whether registered or unregistered including patents, rights to inventions, copyright, moral rights, trademarks and service marks, trade and business names, domain names, rights in getup and trade dress, goodwill and the right to sue for passing off or unfair competition, geographical indication, integrated circuit layout-design right, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case including all applications and rights to apply for and be granted, renewals or extensions of, and rights

- to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- "Registration" means registration of the following information at the following form (https://forms.gle/j1BXMEL6JQfj6LWu8).
- "Registration Deadline" means 23:59 (MYT) on 25 August 2025.
- "Solution" means the technical and finance idea response to the Challenge Brief available on the Website. This includes but is but not limited to digital drawings, schematics, annotated images, or presentation slides.
- "Submission" means the information submitted by each Team, including the Report and Video. Submission must comply with the formats and guidelines set out in Clause 7 as well as the Challenge Brief and the Challenge Website.
- "Submission Period" means the period from 16:45 (MYT) 11 August 2025 to 23:59 (MYT) 17 October 2025.
- "Submission Portal" means the Challenge's submission portal accessible electronically at https://forms.office.com/r/ZWJL2J7hW4.
- "**Team**" means a group of students as registered in the Registration and as per the requirements as set out in Clause 12.
- "Team Member" means either (a) a student currently enrolled in public or private universities in Malaysia, or (b) a Malaysian currently enrolled in a university outside of Malaysia.
- "Terms and Conditions" means these Coastal Flooding Adaptation & Resilience Challenge Terms and Condition, as may be updated by the SC in its sole discretion, and such updated versions to take effect immediately upon publication on the Challenge Website or Submission Portal.
- In these Terms and Conditions, the words "you" "your" and "the Team" shall be used interchangeably and refer to the Team and applicable for all Team Member named in the Registration.

Participation

- 5. To participate in the Challenge, each Team must complete the Registration to participate in the Challenge before the Registration Deadline. Any Registration received outside the Registration Deadline will not be accepted.
- Each Team must submit the Submission in the manner as stipulated in these Terms and Conditions and comply with all requirements hereunder.
- All Submission for the Challenge must be received by the SC within the Submission Period. Submission received outside the Submission Period will not be accepted.
- 8. Each Team is allowed to submit only one (1) Submission as follows:
 - (a) A minimum of 10 pages long designrelated and finance related Solution in PDF format ("Report"); and
 - (b) A short video pitch with maximum of 3 minutes in the MP4 format ("**Video**").
- Each Submission including the Report and Video must comply with all the Design and Technical Requirements.
- Any Submission which is incomplete, insufficient, or non-compliant with the Terms and Conditions herein will be disqualified and rejected.
- 11. The SC will not accept responsibility for any Submission (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
- 12. The SC reserves the right to refuse or reject any Submission or refuse to award the prize to any Team that is in breach of these Terms and Conditions.

Eligibility

- 13. A Team must consist of:
 - (a) 5-6 Team Member;
 - (b) at least one (1) Team Member from the Engineering faculty and at least one (1) Team Member from the Accounting or Finance faculty; and

- (a) members of both genders, including at least one (1) male and one (1) female.
- 14. Each Team is encouraged to appoint a mentor to provide support, but it is not mandatory.
- 15. In entering the Challenge, the Team confirms that they are eligible to do so and have all necessary rights to all acts required by the Challenge and these Terms and Conditions. The SC may require the Team to provide proof of eligibility satisfactory to the SC.
- 16. The SC reserves the right to verify the validity of Submission and to disqualify any Team if its conduct is contrary to the spirit or intention of the Challenge or is in any manner a breach of these Terms and Conditions.
- 17. The SC reserves the right to terminate, discontinue or suspend the Challenge.
- 18. Should your contact details change during the Submission Period, it is your responsibility to notify the SC by contacting Malaysia@icaew.com and request to access or modify the relevant contact information provided in the Competition Form.

Design and Technical Requirements

- 19. The Submission (including all written, visual, and video components) must be the original work of the Team and created exclusively for the Challenge.
- 20. The Submission must not have been previously submitted for any other competition or funding application, nor may it be:
 - (a) previously published, sold, licensed, or otherwise shared with any third party; or
 - (b) publicly exhibited or used in any form, whether before, during, or after the Submission Period, except as directed or permitted by the Organisers.
- 21. All Submission materials must be based on verifiable research, scientific reasoning, and original analysis, and must clearly demonstrate relevance to context.
- 22. No generative artificial intelligence (AI) tools may be used to create or conceptualise core elements of the submission, including but not limited to technical designs, visuals, or narratives. Use of AI for grammar-checking, formatting or productivity tools is allowed.
- 23. Any digital visual content (e.g., illustrations, diagrams, simulations) must be clearly labelled, created by the Team/ Team Member, and free

- from watermarks, borders, or signatures. This content must be submitted in PDF format.
- 24. Permitted video edits include audio balancing, colour correction, transitions, and overlay text for clarity. Any Al-assisted voiceovers or avatars are not allowed.
- 25. The Submission must not contain any malicious code, malware, or corrupted files. The SC reserves the right to disqualify any Submission suspected of containing such elements.
- 26. The Submission must be accompanied by your declaration and confirmation that it is original, independently developed by the Team, and complies fully with the competition's technical and ethical requirements. Team(s) will bear full responsibility for any breach, including potential disqualification or liability for damages.

Assessment & Selection

- 27. The Submission will be judged by a panel of judges appointed by SC based on the following criteria:
 - (a) Feasibility & Technical Soundness
 - (b) Cost Recovery Stream
 - (c) Finance & Capital Market Readiness
 - (d) Innovative Solutions
 - (e) Scalability & Implementation Potential
 - (f) Community & Stakeholder Integration
 - (g) Presentation & Communication
- 28. There shall be up to three (3) winners. The winners will be announced during the Final and will receive a prize of RM25,000 for 1st Prize, RM15,000 for 2nd Prize and, RM10,000 for 3rd Prize. Notwithstanding the foregoing, the SC reserves the right, exercisable at its sole discretion, to determine the number of winners ("Winners" or each a "Winner") and the prizes awarded, and reserves the right to award fewer than three prizes, including awarding only one prize or no prizes at all.
- 29. Any non-monetary prizes are nonexchangeable and non-transferable to cash or credit and cannot be sold. The SC reserves the right, exercisable at its sole discretion, to replace the prizes with alternative prizes of the same or different value.
- 30. Subject to any non-excludable statutory obligations, the decision of SC regarding any

- aspect of the Challenge is final and SC will not enter into correspondence regarding the Challenge result.
- 31. The SC reserves the right to disqualify a Winner retrospectively if the SC becomes aware that the Winner or the Winner's Solution is in any manner in breach of these Terms and Conditions.
- 32. If there are no valid Submission during the Submission Period, then no prize will be awarded.

Intellectual Property

- 33. All Submission must be independently produced by the Team and must not be commissioned, copied, or generated by any external party.
- 34. Through the Submission, the Team warrants and represents to the SC that:-
 - (a) all materials submitted including but not limited to the design brief, video pitch, illustrations, and supporting documents are the Team's original work and does not infringe upon the IP rights of third parties. The team agrees to fully indemnify the SC against any claim from any third party for any breach of this clause.
 - (b) the Team is the sole owner of all IP Rights in the Submission, and that the Team is the sole authors or otherwise creator of the Submission; and
 - (c) no part of the IP Rights in the Submission has been previously assigned, transferred, licensed, or encumbered in any way.

Transfer of IP Rights

- 35. By submitting the Submission, the Team agrees that should the Team be a Winner of the Challenge:-
 - (a) The Team shall assign and transfer to the SC absolutely and irrevocably, all the IP Rights, present and future, in and to the Submissions (including all written, visual, and video components), 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 Submission), for the full duration of such rights throughout the world, including renewals, revivals, reversions and extensions, free and clear of any liens,

- claims, encumbrances, or other restrictions ("Assignment of IP Rights");
- (b) The Team shall waive any moral rights contained in the Submission (including all written, visual, and video components) to the extent permitted by law;
- (c) The Team warrants and represents that the Team has the full right, power and authority to grant/assign all the IP Rights in the Submission to the SC free from all encumbrances and/or restrictions of whatever nature and has not entered into and shall not enter into any arrangement which might inhibit or restrict the exercise by the SC of its rights to Submission;
- (d) The Team warrants and represents that the Submission shall remain exclusive for the SC's use and purposes; and
- (e) The Team shall transfer the ownership of the Submission to the SC and agree that the Submission (including all written, visual, and video components) become the property of the SC.
- 36. The IP Rights assigned under clause 35 above include the right to bring proceedings in respect of and recover any damages or benefit, or obtain any other remedies in respect of, any infringement of the IP Rights whether occurring before, during or after the date of the Team's Submission.

No Transfer of IP Rights

- 37. By submitting the Submission, the Team agrees that should the Team be a non-Winner of the Challenge;-
 - (a) The Team shall retain all right, title, ownership and interest in and to the Submission, including all IP Rights therein; and
 - (b) The Team irrevocably agrees that the SC may use, reproduce, modify, display, publish, and distribute the Submission (including all written, visual, and video components) in any manner and for any purpose without further approval, notification, or compensation to the Team. The right to the SC to use the Submission is granted free of charge, worldwide, and is perpetual and irrevocable.
- 38. In consideration for Clause 37 above, the SC agrees to provide appropriate credit to the Team, where reasonably practicable.

39. By submitting, the Team agrees to waive any moral rights contained in the Submission (including all written, visual, and video components) to the extent permitted by law.

Data Protection

- 40. Your personal data and information provided to the SC will be collected, used, and processed for the purposes of administering the Challenge in accordance with these Terms and Conditions and the Challenge Privacy Policy. By participating in the Challenge, you hereby consent to the SC's processing of your personal data in the manner required for the purposes of the Challenge and as described in the Privacy Policy.
- 41. By submitting, you agree that any personal data and information submitted by you/ the team during Registration, in your Solution or Submission, or throughout the duration of the Challenge may be held, used, or processed by the SC, its agents, or appointed service providers for the purpose of future marketing, outreach, and publicity in any media, worldwide, without further notice or payment.
- 42. Your personal data and information may be published on the Challenge Website and SC's website, and may be announced through or used for other forms of publicity such as press release, social media, etc.

Miscellaneous

- 43. The SC and each of its related bodies corporate, officers, employees and agents accept no responsibility for any late, lost or misdirected Submission due to technical disruptions, network congestion or for any other reason whatsoever.
- 44. The SC will not be liable to any person or organisation for cancelling or postponing the Challenge if:
 - a. 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:
 - 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 Challenge; or

- c. in the reasonable opinion of SC, the Challenge may harm SC's reputation or cause or likely to cause SC to breach any arrangements with third parties or any applicable laws.
- 45. These Terms and Conditions and the Challenge will be governed by the laws of Malaysia. You hereby agree to submit to the jurisdiction of the Malaysian courts.
- 46. These Terms and Conditions constitute the entire Agreement between the SC and you regarding the Challenge. No statement, warranty, or representation by any persons shall bind the SC or affect the validity of these Terms and Conditions.
- 47. For all enquiries related to the Challenge, participants may contact Malaysia@icaew.com.