

# Terms and Conditions

The Malaysia BIM Contest 2023 (herein known as “Contest”) is organised by Glodon Malaysia. The Contest will be held on the **August 2023** for the University. By participating in the Contest, each participating team (herein known as “Team”) unconditionally accepts and agrees to comply with and abide by these Terms and Conditions and the decisions of the Organizers, which shall be final in all respects.

## 1. The Contest

- 1.1 The Contest aims to identify the Building Information Modelling (“BIM”) application for Quantity Surveying (“QS”) profession in Malaysia construction industry.
- 1.2 Promoting effectiveness and efficiency with 5D BIM technology application in the industry. Modelling the recommended practices and lead the industry with innovative change towards greater BIM implementation.

## **2. General Consent**

- 2.1 Members of all Teams must comply strictly with all terms & provisions of the competition. The Judges and Organisers reserve the rights to disqualify any Team if he/she has reasonable grounds to believe any member of that respective team has breached any Terms and Conditions that has been set forth.
- 2.2 Failure to comply with instructions or any events of foul play by any Team member may incur loss of marks to that respective Team. Continuous violation of rules will result in the disqualification of that Team from the competition.
- 2.3 All grievances must be reported to the Organiser/Judges by either the Team member/leader before/on the actual days of the competition.
- 2.4 All entries and deliverables must be submitted electronically through common data environment determine by Glodon in later stage, within the timeframe given.
- 2.5 In the events that a Team member is unable to participate in the event due to medical reasons, an official medical letter shall be submitted to the Organiser. The Judges shall decide if a replacement is deemed necessary or if the Team has to withdraw from the competition.
- 2.6 Complete criteria of the Malaysia BIM Contest 2023 will release to participating Teams on 30 April 2023 through Glodon Malaysia Online Training Platform (Teachable). Teams are deemed to have acknowledged these criterions and shall abide by the conditions set forth or risk penalties in the events of non-compliance.

### **3. Assessment and Judging**

- 3.1 The submissions are assessed based on the technical marking criteria laid out in the marking sheet given to the Judges.
- 3.2 The panel of Judges shall abstain from evaluating a Team where there may be conflict of interest issues. In such a case, the chief marshal or reserve judge shall take over.
- 3.3 In the events of a tie, Judges shall re-evaluate the submissions based on the judging criteria given and recommend a winner.
- 3.4 Prizes for the University Category are as follows:
  - (a) First prize (1 winner) : MYR 3 000.00 (Three thousand)
  - (b) Second prize (1 winner) : MYR 1 500.00 (One thousand five hundred)
  - (c) Third prize (1 winner) : MYR 800.00 (Eight Hundred)
  - (d) Creativity (1 winner) : MYR 500.00 (Five Hundred)
- 3.5 If any of the stated prizes are not available, one or more items may be substituted with items of equal or higher value at the Organizer's sole and absolute discretion. No prize is otherwise exchangeable, transferable, or redeemable for cash.

## 4. Registration & Participation

- 4.1 All Participating Teams shall register their participation before **14<sup>th</sup> May 2023**. Confirmation of registration will be notified through email. Only the registered team members who have completed the Contest will receive the certificates of participation.
- 4.2 Registrations can be done through Microsoft Forms: <https://forms.office.com/r/TTeBQ3YVG9>
- 4.3 Each university is limited to five (5) teams which consist of **up to** five (5) students accompanied by one (1) supervisor and each team must have at least one (1) QS member.
- 4.4 BIM Contest is open for undergraduate (Bachelor's Degree- participants required to be student during the period of stage 1) and postgraduate (Master- Full time student).
- 4.5 In the case of multiple teams from the same university qualifying for the finals; only **TWO (2)** teams of that respective university with the best score shall proceed to the finals.
- 4.6 There is a total of three (3) stages in the Contest. The Teams are required to pass each stage to proceed to the following stage. A total of 40 teams will be taking part in stage 1, 20 teams will be chosen to proceed to stage 2, lastly 10 teams will move to the finals.

## 5. Post-Contest

- 5.1 All documents submitted for the Malaysia BIM Contest 2023 shall not be returned.

5.2 The Organiser shall retain and hold exclusive rights of any documents submitted for the purpose of Malaysia BIM Contest 2023; including but not limited to media rights, deliverables, models, materials and projects.

## **6. User Conduct**

6.1 Teams shall agree to involve in the Contest lawfully.

6.2 Teams warrant and agree that no materials submitted, uploaded, provided, shared, published or displayed (“Post”) to fulfil the Contest requirements; including text, data, information, images, graphics, drawings, photographs (“Content”); infringe upon any proprietary rights of a third party. Said rights includes, but is not limited to, those granted by copyright, trademark, patent or privacy laws or any other legal protection granted under either local authority, statutory or common law.

6.3 The participating Teams should not copy, reproduce, download, modify, transfer, create derivative works, publish, display, or save any Content from the Contest which is not owned by them.

6.4 In any events where the participating Teams become aware of any potential third party claim relating to Content posted, the related Team shall notify the Organisers within twenty-four (24) hours of the said occurrence.

6.5 The Organisers reserve all rights to remove any relevant Contents.

## **7. Duties**

7.1 The Organisers assume no responsibilities for the design or Contents from the participating Teams. Backup copies of the design and Content are the sole responsibility of the participating Teams at own cost and expenses.

- 7.2 The participating Teams should recognize the limitations and characteristics of technology including internet. Any issues arising from the method of data transfer; including but not limited to information loss; breach of data security, delay in data transfer, and virus and malware attacks; shall be the sole responsibility of the participating Teams.
- 7.3 The Organiser will not verify or make any claims as to the ownership or authorship of any content provided by participating Teams. The Organiser does, however, respect the proprietary rights of others. In the events any third party found the Contents from the Contest has infringe upon any of rights, the Organiser and will, at its discretion, remove the Contents mentioned.
- 7.4 Under no circumstances shall the participating Teams take any action against the Organiser for claim of impropriety relating to the conducting, judging, organizing, management, and running of the Contest.

## **8. Indemnity**

- 8.1 The participating Teams agree to indemnify the Organisers, and each of its officers, directors, agents, employees, contractors and partners against any claims, actions or demands made by third parties, and any ensuing fees or costs.

## **9. Disclaimers**

- 9.1 The Organisers are not liable for the activities and conduct of any participating Teams.
- 9.2 The Organisers will also bear no responsibility for any loss or damages, including loss or damage to Contents that may be directly or indirectly related to any service disruption.

9.3 The Organisers and each of its directors, officers, employees, or partners assume no liability to anyone for any consequential, incidental, indirect, exemplary, special or punitive damage including any lost of profits should such a case arise.

## **10. Miscellaneous**

10.1 If any term and condition of this agreement is found to be unenforceable under law said term or provision is severable from this agreement; the remaining terms and provisions shall remain in full force and effect.

10.2 This agreement represents the entire agreement between the participating Teams and the Organisers. Any prior agreements relating to this Contest shall deemed null and void.

10.3 Should the Organisers fail to enforce any condition under this agreement, such inaction shall **NOT** constitute a waiver of said condition in any instance.