

【BINGO Show并购大赛】参赛条款及细则

本条款及细则适用于【Bingo Show并购秀】。当参赛者提交申请，即代表接受条款及细则，并同意受其约束。

1) 参赛资格

- 1.1) 所有参赛者须是年满18岁的马来西亚公民。
- 1.2) 所有参赛者只能代表一家公司参赛，该公司必须营运至少3年，且最新一年财报有盈利为主。
- 1.3) 比赛以最多两名核心代表为主。
- 1.4) 参赛企业产品、技术相关专利权、知识产权必须归属参加企业所有。
- 1.5) 无不良纪录且无产权纠纷。
- 1.6) 不限任何行业类型报名参与
- 1.7) 一名参加者只能代表一家公司参赛，不接受重复报名。

2) 大赛细则

- 2.1) 【Bingo Show并购秀】以中文作为主要媒介语。
- 2.2) 【Bingo Show并购秀】报名费为RM10,000，参赛者必须在报名时缴交RM500报名费，若顺利晋级选拔阶段则需提交其余RM9,500。若参赛者未能晋级下一轮，RM500报名费恕不予退还。
- 2.3) 参赛方法：参赛者在主办方提供的Google Drive 链接递交参赛表格，并附上所需的文件及RM500报名费付款证明或收据。
- 2.4) 参赛者必须确保提交资料属实。若有参加者递交虚假、误导性或失实资料，参加者需承担法律责任及衍生之损失。
- 2.5) 本大赛将设四个阶段：初赛，培训，半决赛及决赛，日期如下：

- 报名截止 : 2024年9月10日
- 初赛 : 2024年10月24日 (拍摄)
- 培训 : 2024年10月25日至26日 (为期两天)
- 半决赛 : 2024年10月27日 (拍摄)

决赛 : 2024年11月05日 (拍摄)

2.6) 所有参赛者皆须配合上述所有日期的行程, 全程参与初赛, 两天课程培训, 半决赛及决赛。

2.7) 晋级初赛之企业, 必须于初赛前附上全数报名费之付款证明或收据。拒绝缴付报名费之企业将被视为放弃参赛。

2.8) 所有参与初赛的代表, 必须在初赛日进行15分钟路演, 向评审展示并介绍企业背景及其项目(也可以包括提出并购条件)。本次大赛之导师团将给予改进建议。企业可以制作ppt展示, 可参考以下内容:

- 产品手册 Product brochures
- 前10大客户百分比 Top 10 customers and its percentage
- 网站, 社交媒体(如: FB, IG, TikTok, 小红书, LinkedIn 等) 电商平台 Website, social media (e.g: FB, IG, TikTok, XHS, LinkedIn, so on) e-commerce platform
- 公司里程碑 Company milestones
- 股东架构 Shareholder Structure
- 营业执照或许可证 Business licenses or permits
- 寻求并购原因 Reasons to look for M&A
- 并购收益用途(如果不是100% 并购) Proceeds utilization (if not selling all)
- 介绍视频(少于3分钟) Introduction video under 3 minutes
- 企业的未来3年预测 Forecast of the company (3 years)
- 主要竞争对手/对标企业 Main competitors

2.9) 初赛之后, 参赛者将进入两天课程培训, 并且在课程之后参与半决赛, 再以路演方式, 说服大会评审团及导师评分。评审团将选出10家企业晋级决赛。

2.10) 所有入围者, 都务必出席决赛, 每名参赛者各有20-30分钟进行路演及呈献。参赛者与会上场上市公司代表的接洽与合作不在主办方控管范围内。

3) 比赛奖项

3.1) 此次比赛将决出两家优胜企业:

- 冠军(1名): 现金RM50,000
- 亚军(1名): 现金RM30,000

3.2)【Bingo Show并购秀】评审团将根据现场呈献评分及参加者在各场次比赛就其他条款及细则要求下的表现以决定最后胜出者名单。

3.3) 主办方保留本次大赛的所有最终决定权, 参加者不得异议。

4) 领奖细则

4.1) 获奖者必须符合所有参赛资格、条款及细则内的所有要求。

4.2) 获奖者须亲自到主办单位指定地点领取现金奖。

4.3) 获奖者须提供身份证以核实身份。

4.4) 若获奖者未能与主办单位联络, 主办方保留自行处理及取消获奖者得奖资格之最终决定权。主办方在是此比赛中所作出之任何决议为最终决定, 恕不另行再作书面通知。

5) 保密条款

参赛者同意对于主办单位可能在后期阶段确定的赛事内容及其他信息, 严格保密。未经主办单位书面许可, 参赛者不得以任何方式于任何社交媒体或向任何第三方透露或披露任何相关信息。参赛者承诺采取一切必要措施, 防止保密信息被未经授权的第三方知悉或使用。如果发现任何泄密行为, 主办单位有权取消参加者的参赛资格并追究法律责任。

6) 其他条款及细则

6.1) 参赛者提交的申请参加【Bingo Show并购秀】, 即表示同意和接受以上条款约束。若不同意以上条款, 请勿提交提交申请或参与【Bingo Show并购秀】。

6.2) 参赛者同意并授权主办单位在本次活动中使用其图像权和公司标志。主办单位有权在宣传形式、官方网站、社交媒体平台和其他相关媒体中使用参加者的图像和公司标志, 而无需额外支付任何费用或获得进一步的参赛者许可。参赛者保证提供的图像和公司标志不侵犯任何第三方的权利。

6.3) 主办单位有权随时自行修正、修改及/或添加规则, 程序及活动日期, 而不需为阁下承担任何责任。主办单位有绝对酌情权就【Bingo Show并购秀】作出任何决定, 而其决定为最终决定并具有约束力。

6.4) 参赛者理解并同意主办单位并不会就您成为赢家的机会提供任何担保、承诺或保证。

6.5) 参赛者知悉并同意主办单位有权自行决定 (以任何格式)【Bingo Show并购秀】以任何方式广播、串流或传送, 并允许公众不论以免费或收费方式出席、收看及/或观看【Bingo Show并购秀】(包括课程、半决赛或决赛)的任何广播或录影。参加者没有任何编辑、反对或要求移除这些录影或广播的权利, 而且并不拥有这些录影或广播中 (不论任何形式)的任何权利、所有权或利益。这些录音或广播中的所有知识产权均为主办单位所拥有。

6.6) 若于【Bingo Show并购秀】期间或比赛结束后, 参赛者与比赛中的上市公司或其评审之间有意协商任何并购交易, 参赛者应委任Finsource集团作为该交易的正式顾问。Finsource集团

的顾问费用将不包括于本比赛报名费内。顾问费用将以交易成功为基础 (success basis) 与卖方另行商量及收取。

6.7) 比赛和活动规则以英文版本为主，主办单位有权随时修改任何细则，恕不另行通知。

6.8) 若有任何争议，以英文合约为标准。

Terms & Conditions of Bingo Contest 2024

These terms and conditions apply to the application and participation in the BINGO Contest 2024. Please read carefully. By submitting your application, you irrevocably and unequivocally acknowledge acceptance of these terms and conditions and agree to be bound by them.

1) Eligibility Criteria:

1.1) All participants must be Malaysian citizens aged 18 and above.

1.2) For corporations, companies that have been in operation for at least 3 years, with profitability based on audited accounts in the latest fiscal year, are preferred.

1.3) Each team can consist of up to two core representatives.

1.4) Intellectual property rights related to the participant's products, technologies, and patents must be directly owned by the participant.

1.5) Participants must have a clean record with no property disputes.

1.6) There are no restrictions based on industry sectors. All industries are welcome to participate.

1.7) Each participant can only represent one company in the contest. Duplicate registrations will not be accepted.

2) Competition Rules:

2.1) The BINGO Contest 2024 will primarily use Mandarin as the main medium of communication.

2.2) The non-refundable registration fee for the BINGO Contest 2024 is RM10,000 for each participant. Participants must submit RM500 as the registration fee before the audition phase. If successfully advanced to the second stage, the remaining RM9,500 must be submitted for the Participant to be eligible for the second stage, after the Participants being shortlisted. The RM500 registration fee is non-refundable if the participant does not advance to the next round.

2.3) Participants must fill out and submit the registration form provided by the organizer via the Google Drive link, along with the required documents and proof of payment for the RM500 registration fee.

2.4) Participants must ensure that all submitted information is true and accurate to demonstrate the correctness of the application materials and/or eligibility to participate. Participants will be held legally responsible for any false, misleading, or inaccurate information submitted, along with any resulting losses and in such event the Participants shall indemnify and keep the organizer fully indemnified against all losses and damages suffered by the organizer as the result of the wrongful declaration of information.

2.5) The competition will consist of four stages: Audition, Second Stage, Semi-finals, and Finals, with the following dates which the organizer shall have the right to alter the dates as the organizer deems necessary:

Launching Ceremony & Press Conference	: 10th July 2024
Deadline for Registration	: 10th September 2024
Preliminary Round	: 24 October 2024
Training	: 25-26 October 2024 (2days)
Semi- Final	: 27 October 2024
Final Stage	: 5 November 2024

2.6) All selected participants must be available to attend all the dates mentioned above in person, participate fully in the 2-day training course during the Second Stage, and proceed to the Semi-finals and Finals.

2.7) Advanced companies and participants must provide proof of payment or receipt for the RM9,500 registration fee before Preliminary Round. Companies refusing to pay the registration fee will be considered as forfeiting their advancement notwithstanding that the companies have been shortlisted by the organizer.

2.8) All participants who are being notified of their selection for Preliminary Round must arrange for at least one core representative to present a pitch introducing the company background, projects, and merger conditions. The competition mentors will provide improvement suggestions. Companies may prepare a PowerPoint presentation with the following content as references:

- Sales or product brochures
- Sales segmentation

- Top 10 customers and its percentage
- Website, social media (e.g.: FB, IG, TikTok, XHS, LinkedIn, so on), e-commerce platforms
- Company milestones
- Shareholders structure
- Business licenses or permits
- Reasons for M&A
- Proceeds utilisation (if not 100% acquired)
- Introduction video (no more than 3 mins)
- Forecast of company (3 years)
- Main competitors

2.9) Participants selected for Preliminary Round must agree to fully participate in the 2-day training course in person during the second stage. Additionally, on the third day, they must pitch to convince the judging panel and representatives from publicly listed companies to acquire their enterprise. The judging panel, at their discretion, will select 10 companies to advance to the Finals.

2.10) Participants must submit their proposals within 20-30minutes and prepare for a presentation and Q&A session during the Finals. Interaction and collaboration between participants and representatives of publicly listed companies on that day are beyond the control of the organizer; participants are free to communicate as they see fit which the organizer shall not be held liable nor making any representations to any of the participants and representatives if there is any collaboration between the participants.

3) Competition Awards and Scoring:

3.1)

- Champion Award (1 winner): Cash prize of RM50,000
- Second Place (1 winner): Cash prize of RM30,000

3.2) The judging panel of the BINGO Contest 2024 will evaluate participants based on their on-site presentations and their overall performance under the other terms and conditions of the competition to determine the winners.

3.3) The organizers reserve the right to make all final decisions regarding this competition, and participants may not dispute nor appeal these decisions as all these decisions are final and conclusive.

4) Award Collection Guidelines:

4.1) Winners must meet all eligibility requirements and comply with all terms and conditions of the competition.

4.2) Winners must personally collect the cash prize at the designated address provided by the organizer within the timeline as stipulated by the organizer.

4.3) Winners must provide identification cards for identity verification.

4.4) If a winner fails to contact the organizer, the organizer reserves the right to handle the prize themselves and to cancel the winner's eligibility to receive or collect the prize. Any decisions made by the organizers during this competition are final and conclusive and will not be further notified in writing.

4.5) The organizer has the absolute discretion to withdraw or vary the result in the event if the organizer found that any of the winners violated any of the terms and conditions nor did not meet all eligibility requirements after the announcement of the result.

5) Confidentiality Policy:

Participants agree to strictly maintain confidentiality regarding any competition-related information or other information that may be determined by the organizers in subsequent stages of the event. Participants may not disclose any related information on any social media platform or to any third party without written permission from the organizers. Participants promise to take all necessary measures to prevent confidential information from being disclosed or used by unauthorized third parties. In the event of any breach of confidentiality, the organizers have the right to disqualify the participant from the competition and pursue legal action.

These terms and conditions are governed by the laws of Malaysia and that these terms and conditions replaces any previous agreements, representation, warranty or understanding between the organizer and the participants concerning the subject matter and contains the entire agreement between the organizer and the participants and if any provision in this agreement is wholly or partly invalid or unenforceable, the provision or the part of it that is invalid or unenforceable must, to that extent, be treated as deleted from these terms and conditions. This does not affect the validity or enforceability of the remaining provisions.

6) Additional Terms and Conditions:

6.1) The BINGO Contest 2024 is organized and hosted by the organizers. By submitting your application or participating in the BINGO Contest 2024, you agree to accept and be bound by these terms. If you do not agree to these terms, you may not submit an application or participate in the BINGO Contest 2024.

6.2) Participants agree and authorize the organizers to use their image rights and company logos in this event by granting to the organizer the license to use the participants intellectual properties for the BINGO Contest 2024. The organizers have the right to use participants' images and company logos in promotional materials, official websites, social media

platforms, and other related media without additional payment in whatever form or further permission. Participants should ensure that the images and company logos provided do not infringe upon any third-party rights.

6.3) The organizers reserve the right to amend, modify, and/or add rules, procedures, and event dates at any time without liability to you. The organizers have absolute discretion to make any decisions regarding the BINGO Contest 2024, and their decisions are final and binding.

6.4) You understand and agree that the organizers do not guarantee or promise your chances of becoming a winner.

6.5) You acknowledge and agree that the organizers have the perpetual right to record, broadcast, or stream the BINGO Contest 2024 in any format and manner, and allow the public to attend, view, and/or watch the BINGO Contest 2024 (including courses, competition presentation day and grand finale) without any fee or payment payable by the organizer. You have no rights to edit, oppose, or request the removal of these recordings or broadcasts, and you do not own any rights, ownership, or interests in any form within these recordings or broadcasts. All intellectual property rights in these recordings or broadcasts belong to the organizer of the BINGO Contest 2024.

6.6) If during or after the BINGO Contest 2024, participants intend to consult or negotiate any merger transaction with publicly listed companies represented by the judges, participants shall appoint Finsource Group as the official advisor for that transaction. The advisory fees of Finsource Group are not included in the competition registration fee and will be negotiated separately with the acquiree and charged on a successful basis with such other terms and conditions to be informed by Finsource Group.

6.7) All participants shall indemnify and keep the organizer fully indemnified against any loss claims and damages that the organizer suffer as a result of any breaches committed by any of the participants.

6.8) The organizer reserves the right to modify the above terms and conditions without further notice.