



GODAM Lah! 2.0 – SMART ID HACKATHON

KOLAXUS – PERSONAL DATA PROTECTION POLICY (PDPA)

INTRODUCTION

This Personal Data Protection Policy (“Policy”) sets out how IKolaxus Sdn Bhd (“Kolaxus”, “we”, “us”, “our”) collects, processes, uses, discloses, transfers, stores and protects personal data of participants (“Participants”) in the GODAM Lah! 2.0 Smart ID Hackathon (“Challenge”) in strict compliance with the Personal Data Protection Act 2010 (PDPA) and any applicable guidelines issued by the Department of Personal Data Protection Malaysia.

1. APPLICABILITY

This Policy applies to all personal data collected by Kolaxus from Participants during online registration, onsite participation, mentoring, judging, sponsorship engagement, communications, post-event follow-up, alumni initiatives and any other lawful activities related to the Challenge.

2. PERSONAL DATA COLLECTED

Kolaxus may collect, record and process personal data including but not limited to: full name; identification details where required; date of birth; nationality; gender; contact information (email address, phone number and postal address); educational background; institution name and academic programme; resumes or portfolios; skills profiles; project submissions; pitch decks; source code repositories; demonstration videos; photographs; audio/video recordings; IP address and device information for online access; system and access logs; emergency contact details; and any other information voluntarily disclosed by Participants in connection with the Challenge.

3. PURPOSES OF PROCESSING

Personal data is collected and processed for one or more of the following purposes: (a) verifying eligibility, identity and registration; (b) managing, administering and operating the Challenge; (c) communicating with Participants, including sending notices, updates, reminders and logistical information; (d) coordinating mentoring sessions, technical clinics and briefings; (e) administering judging, evaluation and scoring of Submissions; (f) announcing shortlisted teams and winners, and arranging prize fulfilment; (g) facilitating introductions, recruitment, internships and employment or collaboration opportunities with sponsors and partners; (h) producing event reports, case studies, media coverage and promotional materials; (i) conducting internal analysis, research, reporting and quality improvement for future programmes; and (j) maintaining alumni relationships and inviting Participants to future innovation challenges, programmes or events.

4. CONSENT

By submitting a registration form, participating in the Challenge or otherwise providing personal data to Kolaxus, Participants expressly acknowledge and agree that they have read, understood and consent to the collection, processing, use, disclosure, storage and transfer of their personal data for all purposes described in this Policy. Such consent is deemed to be given on a voluntary, specific and informed basis and remains valid unless and until withdrawn in accordance with Section 8 of

this Policy. Participation in any stage of the Challenge constitutes continuing consent to these terms.

5. SPONSOR & THIRD-PARTY DATA SHARING

Participants expressly acknowledge and agree that Kolaxus is authorised, without the need for any further consent, notification or approval, to disclose and share Participant personal data with approved sponsors, strategic partners, recruiters, programme collaborators, mentors and affiliated organisations for lawful purposes related to: talent identification and recruitment; internship or employment placement; mentorship and networking; business development or innovation collaboration; and follow-up engagement arising from the Challenge. Kolaxus shall require such third parties to maintain confidentiality of the personal data, implement reasonable data protection safeguards consistent with PDPA requirements and use the personal data solely for the authorised purposes.

6. DATA SECURITY

Kolaxus implements appropriate organisational, administrative and technical measures to safeguard personal data against unauthorised access, disclosure, alteration, misuse, loss or destruction. Such measures may include, but are not limited to, role-based access control; secure storage and transmission practices; encryption where appropriate; confidentiality obligations for staff and contractors; cybersecurity awareness training; and contractual data protection obligations for third-party service providers and sponsors handling personal data on behalf of Kolaxus.

7. DATA RETENTION & DISPOSAL

Personal data will be retained for as long as is reasonably necessary to fulfil the purposes for which it was collected, or for such longer period as may be required under applicable laws, regulations or contractual obligations. As a general guideline, operational Challenge-related data may be retained for up to twenty-four (24) months after conclusion of the Challenge, while recruitment-related and alumni engagement records may be retained for up to thirty-six (36) months. Upon expiry of the relevant retention period, personal data will be securely deleted, destroyed or irreversibly anonymised so that it no longer constitutes personal data.

8. PARTICIPANT RIGHTS

Subject always to any applicable legal restrictions, Participants have the right to: (a) request access to personal data held by Kolaxus; (b) request correction of personal data that is inaccurate, incomplete or misleading; (c) request erasure of personal data, where such erasure is permitted by law and does not conflict with ongoing legal or regulatory obligations; (d) withdraw consent to the processing of personal data for future activities (provided that such withdrawal shall not affect processing or disclosures already carried out based on prior consent); (e) request restriction of certain processing; and (f) request data portability where technically feasible. Any request may be subject to prescribed forms and the applicable requirements of the PDPA.

9. CROSS-BORDER DATA TRANSFER

In certain circumstances, it may be necessary for Kolaxus to transfer personal data to locations outside Malaysia for storage or processing, including where sponsors, partners or service providers are based overseas. In such cases, Kolaxus shall ensure that the receiving party is subject to contractual obligations or other legal mechanisms which provide a standard of protection that is at least equivalent to the requirements under the PDPA.

10. DATA BREACH MANAGEMENT

In the event of any actual or suspected personal data breach which presents a risk of harm to Participants, Kolaxus shall promptly investigate the incident, contain and mitigate any impact, and take appropriate remedial actions. Where required by applicable law or regulatory guidance, Kolaxus will notify affected Participants and/or the relevant authorities of the breach within a reasonable timeframe.

11. MINORS

Participants who are below eighteen (18) years of age must obtain the consent of a parent or legal guardian prior to registering for and participating in the Challenge. By allowing a minor to participate, the parent or legal guardian confirms that they have read and understood this Policy and consent to the processing of the minor's personal data in accordance with its terms.

12. AMENDMENTS TO THIS POLICY

Kolaxus reserves the right to revise, update or amend this Policy from time to time to reflect changes in legal or regulatory requirements, best practices or operational needs. Any material changes will be communicated via Kolaxus' official channels, which may include email, notices on the event website or other appropriate means. Continued participation in the Challenge after such notice shall constitute acceptance of the updated Policy.

13. GOVERNING LAW & JURISDICTION

This Policy shall be governed by and construed in accordance with the laws of Malaysia. The Participants and Kolaxus agree to submit to the exclusive jurisdiction of the Courts of Malaysia in respect of any dispute, claim or matter arising out of or in connection with this Policy or the processing of personal data by Kolaxus.

14. ACKNOWLEDGEMENT

By registering for or participating in the GODAM Lah! 2.0 Smart ID Hackathon, the Participant acknowledges that they have read, understood and agree to be bound by the terms of this Personal Data Protection Policy. Participation in any part of the Challenge shall constitute continuous acknowledgement and acceptance of this Policy without the need for any physical or electronic signature.