

STANDARD TERMS AND CONDITIONS

1. Introduction

- 1.1 This Standard Terms and Conditions (“Standard T&C”) shall govern the Iclif Leadership Energy Awards 2019 (“ILEA Awards”) which are presented by The Iclif Leadership And Governance Centre (“Iclif”).
- 1.2 The Nomination may be submitted by the respective nominee (*Self*) or by any third party including by Iclif (*Others or Nominator*). However, employees of Iclif may not nominate themselves or any of their immediate family members as the nominee for ILEA Awards.
- 1.3 By submitting this Nomination Form, you are deemed to have read, understood, accepted and agreed to be bound by the terms stated in the Nomination Form and this Standard T&C (collectively “Terms and Conditions”). All statements made and information provided in the Nomination Form must be true, correct, accurate and complete.
- 1.4 Iclif reserves the right to at any time, change or amend the Terms and Conditions and other rules and regulations including the mechanism of the ILEA Awards at its absolute discretion.
- 1.5 Iclif may cancel or suspend the ILEA Awards at any time at its absolute discretion in which case, Iclif may elect not to award any reward. Such cancellation or suspension will not give rise to any claim by the Nominator, the Nominee and/or any third parties.

2. Eligibility

- 2.1 The categories of nomination and eligibility criteria of the Nomination, Nominator, Nominee and Referee are as set out in the Nomination Form or website.
- 2.2 Iclif requests for appropriate disclosures to be made if the Nominee (Self Nomination) or Nominator (Nomination by Others) is aware that the Nominee, is an undischarged bankrupt or have any previous conviction(s) or pending charges of any criminal offence. Iclif however, will not be responsible to make such checks nor will such disclosures, if any, disqualify a Nomination.
- 2.3 Whilst Iclif will endeavour to conduct necessary verifications on eligibility, failure to disqualify any ineligible nominations shall not be deemed a breach by Iclif.

3. Agreement and Warranties

- 3.1 By participating in ILEA Awards, the Nominator and Nominee, agree warrant and undertake as follows:-
 - (a) The Reason of Nomination as written produced and submitted in the Nomination Form, (“Story/Entry”) shall be to be best of the Nominator’s knowledge represents a true account of the Nominee’s story.
 - (b) The Nominator and Nominee may be required to submit further information within such timeframe as may be required by Iclif.
 - (c) The Nominator has obtained the consent from the Nominee to submit the Story/Entry.
 - (d) The Nominator and Nominee agree, consent and grant to Iclif a non-exclusive, perpetual and royalty-free license to use, market, edit, modify, reproduce, distribute, adapt and otherwise broadcast and exploit the Story/Entry (whether in whole or in part) via any means or media (without limitation to print, radio, television, internet, multimedia and other media hereinafter invented) worldwide together with the right to authorise others so to do in perpetuity. The Nominator and the Nominee confirm that they have the right, authority and power to grant the rights set out in the Terms and Conditions and are under no restriction (contractual or otherwise) that may prevent Iclif from using and/or exploiting such rights including the right to use and publish the Nominator and Nominee’s names, photograph and/or profile for its publicity and promotional activities.
 - (e) The Nominator and the Nominee agree not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Story/Entry with any third party without the prior written approval of Iclif. They shall not without the prior written consent from Iclif publish or disclose any information in connection with the Nomination, ILEA Awards or Reward (including without limitation, to any representatives of media in any form whatsoever).
 - (f) The Story/Entry and the materials and works therein are free of any and all liens, encumbrances and/or claims of third parties. It does not infringe and will not infringe upon any right of any third party and/or violate any copyrights, patents, trade names, property or personal right or right of privacy or the moral rights of any third party. All required clearances, licenses and permission for the Story/Entry have been obtained by the Nominator and the Nominee. The Nominator and the Nominee hereby waive and have obtained waivers of all rights (including moral rights) from all persons who have contributed to the

- production of the Story/Entry (“Contributors”) to which the Contributor, the Nominator and/or the Nominee is now or may in future, be entitled to in any part of the world.
- (g) The Story/Entry does not and will not contain profanity, nudity, pornographic images or sexual themes, graphic violence, defamatory or libelous statements or material considered illegal or may contravene any relevant laws and/or regulations.
 - (h) The Nominator and the Nominee have not been and shall not be involved or participate in any dishonest, deceptive or fraudulent act or conduct in relation to the Nomination hereunder.
 - (i) The Nominator and the Nominee confirm that they have read and understood Terms and Conditions and agree to abide by the said terms and conditions accordingly and agree to cooperate and follow all reasonable requests of Iclif relating to the Nomination and ILEA Awards.
 - (j) The Nominator and the Nominee’s participation in ILEA Awards do not entitle the Nominator and the Nominee to any wages, salary or any other compensation. No compensation or remuneration shall be given or payable to the Nominator and the Nominee for the exploitation of the Story/Entry and/or Recording (as hereinafter defined) or any part thereof.
 - (k) All cost arising from the production of the Story/Entry will be at the participant’s own cost and expense.
 - (l) The Nominator and the Nominee hereby consent to the terms of and use of their personal data for the purposes as contained in Iclif’s Privacy Policy (<http://iclif.org/tnc/?child=privacy-policy-notice>).

4. Reward to Winner Nominee

- 4.1 The Nominator and the Nominee acknowledge that the nature of the spirit of ILEA Awards is to recognise and reward the Winner Nominee (as hereinafter defined) for his/her contribution in the aspects of Leadership Energy. As such, the ILEA Awards and the grant of the Reward (As hereinafter defined) will be given to the Winner Nominee of the category of nomination concerned and not to the Nominator and any third parties.
- 4.2 Subject to the compliance with the Terms and Conditions, and depending if the nomination criteria have been met, Iclif will select one (1) ILEA Awards winner for each category of the nomination, which comes with a reward in the form of cash in the sum of the United State Dollars Fifteen Thousand (USD15,000.00) only each (“Reward”). The ILEA Awards winner for each category will be the Nominee whose Story/Entry has been selected by Iclif as the winning entry (“Winner Nominee”) who will be entitled to receive ILEA Awards for the category of nomination concern and the Reward. The Winner Nominee will also be entitled to two (2) complimentary LESA tickets (for self and her/his guest) to ILEA Award session which will be held during LESA on 5th to 6th November 2019 in Kuala Lumpur, Malaysia.
- 4.3 The Reward is strictly not transferable, assignable, exchangeable or redeemable in any other form or manner other than that provided hereunder. Iclif will be under no liability whatsoever to make or apportion any part or all of the Reward any third parties. In the event that the Winner Nominee chooses not to accept ILEA Awards for the category concerned and/or the Reward, Iclif may forfeit the ILEA Awards and Reward and Iclif will have the full discretion to deal with relevant ILEA Awards title and the Reward, including the discretion to select the next Winner Nominee.
- 4.4 Iclif will make notification or announcement of the Winner Nominees by 7 October 2019
- 4.5 The Winner Nominee shall be responsible for any and all taxes, duties and charges payable as a result of the Reward. For this purpose, if any tax, duties and charges arising from the payment of the Reward are payable or imposed, Iclif will be entitled to withhold and/or deduct the same for remittance to the relevant parties, bodies and/or authorities.

5. Decisions of Judges/Iclif

- 5.1 The selection of the Nomination for the award of ILEA Awards and the Reward shall be decided by Iclif’s panel of judges.
- 5.2 The Judges/Iclif’s decisions on all matters relating to ILEA Awards shall be final. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of Iclif will be entertained.

6. Additional Obligations of the Winner Nominees

- 6.1 The Winner Nominee agrees to attend the ILEA Awards 2019 session which will be held on the 6th November 2019 in Kuala Lumpur, Malaysia. The Winner Nominee further agrees that if requested by Iclif, he/she will speak at the ILEA Award 2019 session and private talk/session with the sponsor(s) of LESA 2019. Such talks/sessions will not be deemed commercial engagements and the Winner Nominee agrees to waive any fee or honorarium arising from the speaking arrangements. Topic and presentation materials used shall be cleared of any copyrights requirements by the Winner Nominee and will be subject to Iclif’s prior approval.

- 6.2 In special situations, and subject to the absolute discretion of Iclif, the Winner Nominee may nominate a designated representative to collect his/her ILEA Award at the ILEA Awards session. The representative will be required to present written authorisation from the Winner Nominee and relevant proof of identification, if required.
- 6.3 The Nominator and Winner Nominee further agree that if require, he/she shall attend other functions, promotions, publicity and/or campaigns organised by Iclif in relation to any promotion and publicity of the Story/Entry and/or ILEA Awards. Such activities (which may take place before, during or after the ILEA Awards session date) may include participating in interviews, photo shoot, audio and/or visual recording (“Recording”). All copyrights subsisting in the Recording shall belong to Iclif absolutely. They acknowledge that Iclif has the right to use any of the Recording in any medium and in any manner it sees fit, without payment of any compensation to them whatsoever.
- 6.4 If Winner Nominee is from outside Kuala Lumpur, his/her travel and accommodation to attend the ILEA Awards session will be paid by Iclif, at such hotel and airline and class as may be determined by Iclif. (Expenses for room services, laundry, excess baggage, personal, medical and/or baggage insurance, all items of personal nature, custom tax and airport tax will not be included).
- 6.5 If visa is required, it shall be the responsibility of Winner Nominees to obtain the necessary visa and other travel documents at their own cost.

7. Disqualification

- 7.1 Iclif reserves the right to disqualify any Nomination, Winner Nominee and/or revoke the Reward (at any stage including after the ILEA Awards session date) if:
 - (a) The Nomination does not meet any of the Eligibility Criteria;
 - (b) There has been a breach of the Terms and Conditions or any rules and regulations;
 - (c) The Winner Nominee engages in conduct which may bring disrepute to Iclif and ILEA Awards; and
 - (d) In Iclif’s sole determination, it believes that the Nominator, Nominee and/or Referee has attempted to undermine ILEA Awards by fraud, cheating, deception or conduct deemed unacceptable to Iclif.
- 7.2 In the event of a disqualification after ILEA Awards title has been awarded/announced and Reward has been given, Iclif reserves the right to revoke the same and demand for the return of the Reward.

8. Other Terms

- 8.1 Iclif does not undertake, represent or warrant in any way that any of the Story/Entry will be published, broadcast or exploited via any other means.
- 8.2 Iclif shall not be liable to the Nominator and the Nominee for any lost profits any loss of business or any indirect, consequential, incidental or special losses or death, damages or injuries, of any kind or nature whatsoever howsoever caused as provided under statute, common law and/or contract howsoever arising from the Nominator and the Nominee’s participation in ILEA Awards .
- 8.3 The Nominator and the Nominee agree to indemnify, defend and hold harmless Iclif, its officers and directors, from and against any claim or cause of action arising out of Nominator and the Nominee participation in ILEA Award , including without limitation any charges, claims, damages, costs, judgments, decrees, expenses, penalties and liabilities of any kind or nature whatsoever which may be sustained or suffered or secured against Iclif its officers and directors, by reason of, based upon, related to or arising out of a breach by the Nominator and the Nominee or in the exercise or attempted exercise of any rights granted herein to Iclif or by reason of any claims, actions or proceedings asserted or instituted relating to or growing out of any breach or failure or claim of breach or failure of any covenants, agreements, warranties and representations made by the Nominator and the Nominee under any provisions herein.
- 8.4 All rights and privileges herein granted to Iclif shall be irrevocable and not subject to rescission, restraint or injunction under any and all circumstances.
- 8.5 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions.
- 8.6 The Terms and Conditions shall be governed by the laws of Malaysia and adjudicated the jurisdiction of the Courts of Malaysia only.

Updates to the Standard Terms and Conditions of the above Award.

If a team or group is nominated, the following terms will apply:

- (i) A group leader must be named from amongst the team members who will be the contact person for any communication relating to the Nomination/Award.
- (ii) If that Nomination emerges as a winner of the relevant category:
 - Unless otherwise requested by Iclif, the group leader shall be the representative to receive the Award and speak at the LESA Event.
 - For the purpose of payment, Iclif shall have the discretion to split the Reward equally amongst all the team members; or if the group leader has been authorized by the team members to receive the Reward on their behalf, Iclif may pay the same to the group leader. The team members shall deal directly with the group leader for his/her share therein. In either case, Iclif will not be responsible for any disputes or claims arising therefrom.
- (iii) The entitlements to travel, accommodation and complimentary tickets may apply to all or any of the group members as may be determined by Iclif at its discretion.

In the case of inconsistencies between the terms herein and the Standard Terms and Conditions, the terms herein shall prevail.

Unless otherwise stated above, the Terms and Conditions of the Contest remain unchanged and shall be valid and enforceable.

Date issued: June 6, 2017