ICLIF LEADERSHIP ENERGY AWARDS (ILEA) - STANDARD TERMS AND CONDITIONS

1. Introduction

1.1 This Standard Terms and Conditions ("Standard T&C") shall govern the Iclif Leadership Energy Awards ("ILEA") which are presented by the Iclif Executive Education Center at ASB (ASB)

1.2 The Nomination may be submitted by the respective nominee (Self) or by any third party including by ASB (Others or Nominator). However, employees of ASB, MBA students and MBA alumni may not nominate themselves or any of their immediate family members as the nominee for ILEA. The Nominee may be an individual or a team directly involved in in a specific initiative.

1.3 By submitting this Nomination (via email or online nomination form submission), you are deemed to have read, understood, accepted and agreed to be bound by the Standard T&C (collectively "Terms and Conditions"). All statements made and information provided in the Nomination must be true, correct, accurate and complete.

1.4 ASB 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 at its absolute discretion.

1.5 ASB may cancel or suspend ILEA at any time at its absolute discretion in which case, ASB 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 party

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 ASB 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. ASB however, will not be responsible to make such checks nor will such disclosures, if any, disqualify a Nomination.

2.3 Whilst ASB will endeavour to conduct necessary verifications on eligibility, failure to disqualify any ineligible nominations shall not be deemed a breach by ASB.

2.4 Nominations shall close on 31st July 2020 (“Closing Date”) and shall be submitted via email or online form submission. ASB reserves the right to reject and Nominations received after the Closing Date.

3. Agreement and Warranties

3.1 By participating in ILEA, 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 ASB.

(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 ASB 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 authorize 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 ASB 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 to 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 ASB. They shall not without the prior written consent from ASB publish or disclose any information in connection with the Nomination, ILEA or the 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
4. **Reward to Winner Nominee**

4.1 The Nominator and the Nominee acknowledge that the nature of the spirit of ILEA 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 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, ASB will select one (1) ILEA 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 ("Reward"). The ILEA winner for each category will be the Nominee whose Story/Entry has been selected by ASB as the winning entry ("Winner Nominee") who will be entitled to receive ILEA 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 17th to 18th November 2020 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. ASB will be under no liability whatsoever to make or apportion any part or all of the Reward to any third parties. In the event that the Winner Nominee chooses not to accept ILEA for the category concerned and/or the Reward, ASB may forfeit the ILEA and Reward and ASB will have the full discretion to deal with the relevant ILEA title and the Reward, including the discretion to select the next Winner Nominee.

4.4 ASB will make notification or announcement of the Winner Nominees by 12 October 2020

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, ASB will be entitled to withhold and/or deduct the same for remittance to the relevant parties, bodies and/or authorities.

5. **Decisions of Judges/ASB**

5.1 The selection of the Nomination for the ILEA and the Reward shall be decided by ASB’s panel of judges.

5.2 The Judges/ASB’s decisions on all matters relating to ILEA shall be final. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of ASB will be entertained.
6. Additional Obligations of the Winner Nominees

6.1 The Winner Nominee agrees to attend the ILEA session which will be held on the 17th November 2020 in Kuala Lumpur, Malaysia. The Winner Nominee further agrees that if requested by ASB, he/she will speak at the ILEA session and at the private talk/session with the sponsor(s) of LESA/ILEA. 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 ASB’s prior approval.

6.2 In special situations, and subject to the absolute discretion of ASB, the Winner Nominee may nominate a designated representative to collect his/her ILEA Award at the ILEA session. The representative will be required to present written authorization 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 ASB in relation to any promotion and publicity of the Story/Entry and/or ILEA. Such activities (which may take place before, during or after the ILEA session) may include participating in interviews, photo shoot, audio and/or visual recording (“Recording”). All copyrights subsisting in the Recording shall belong to ASB absolutely. They acknowledge that ASB 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 flight, ground transfer upon arrival in Kuala Lumpur and accommodation to attend the ILEA session will be paid by ASB, at such hotel, airline and class of travel as may be determined by ASB. The Winner Nominee shall obtain the prior approval of ASB before purchasing his/her flight ticket. Expenses for room services, laundry, excess baggage, medical expense, travel and baggage insurance, all items of personal nature including custom tax will not be included. For the avoidance of doubt, in the event the Winner Nominees is accompanied with a guest, the travel (flight and ground travel) and accommodation costs for the said guest shall be borne by the guest/Winner Nominee. ASB shall not be responsible for the travel arrangements and accommodation for the said guest.

6.5 If a team or group emerged as the Winner, the entitlements to travel, accommodation and complimentary tickets to LESA may apply to all or any of the group members as may be determined by ASB at its discretion.

6.6 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 ASB 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 ASB and ILEA and
(d) In ASB’s sole determination, it believes that the Nominator, Nominee and/or Referee has attempted to undermine ILEA by fraud, cheating, deception or conduct deemed unacceptable to ASB.

7.2 In the event of a disqualification after ILEA title has been awarded/announced and Reward has been given, ASB reserves the right to revoke the same and demand for the return of the Reward.

8. Other Terms

8.1 ASB 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 ASB 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.

8.3 The Nominator and the Nominee agree to indemnify, defend and hold ASB harmless, its officers and directors, from and against any claim or cause of action arising out of the Nominator and the Nominee participation in ILEA, including without limitation to 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 ASB 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 ASB 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 ASB 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.