

SL25 APPLICATION FORM - TERMS AND CONDITIONS

1. MODIFICATIONS TO THESE TERMS AND CONDITIONS

- 1.1. The SL25 Partners reserve the right to vary these Terms and Conditions without any prior notice. All changes will be incorporated directly into these Terms and Conditions and submission of the Application after such changes have been incorporated will constitute the Applicant's agreement to the prevailing Terms and Conditions.
- 1.2. The Applicant should therefore read these Terms and Conditions before submitting the Application.

2. DEFINITIONS

- 2.1. "**SL25 Partners**" refers to the Stewardship Asia Centre CLG Limited, the INSEAD Hoffmann Global Institute for Business and Society, WTW and The Straits Times and "**SL25 Partner**" or "a member of the **SL25 Partners**" refers to any one of them.
- 2.2. "**SAC**" refers to Stewardship Asia Centre CLG Limited.
- 2.3. The "**submission period**" and "**qualifying period**" are as specified in the Application Form.
- 2.4. "Honouree(s)" refer to the 25 selected Applicant(s).

3. ELIGIBILITY

- 3.1. The eligibility criteria are as stipulated on SL25 official website: stewardleadership25.com and in the Application Form.
- 3.2. The Applicant confirms that the Application satisfies all the eligibility criteria when the Application is submitted.

4. GENERAL TERMS

- 4.1. Applications may only be submitted by the owner/organisation or a public relations firm ("**PR firm**") on its behalf and not by any other third parties.
- 4.2. If an Application is submitted by a PR firm, it confirms that it has the written consent of the owner/organisation to submit the Application and a copy of the consent is uploaded as part of the Supporting Materials (as defined below).
- 4.3. A maximum of 25 applications will be selected per submission period.
- 4.4. An organisation may submit more than one Application (if it has more than one project that meets the eligibility criteria) up to a maximum of 3 Applications per submission period. However, only 1 project per Applicant may be selected for each submission period.
- 4.5. All Applications must be submitted online at www.stewardshipcommons.com/sl25/create before the end of the submission period as specified in the Application Form.
- 4.6. All entries in the Application Form and materials (e.g., articles, photographs, images (in any media) and videos etc.) submitted in support of the Application ("**Supporting Material(s)**") must be in the English language.
- 4.7. Applicants will not be able to edit or delete their entries after submission unless requested or permitted by SAC.

- 4.8. The Application submitted must not contain any form of plagiarism or content which is offensive or promotes activities which are discriminatory (e.g. race, religion, gender etc.) or against public interest or cross-jurisdictional harmony or security.
- 4.9. The Application and any Supporting Materials must not infringe any third party's trade secrets, proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark or patent or any confidentiality obligations.
- 4.10. The Application must not violate any applicable laws and regulations (in and outside Singapore and its local jurisdiction).
- 4.11. While SAC tries to ensure the availability of the online platform throughout the submission period, it cannot be held responsible for any interruptions of service. The SL25 Partners reserve the right to suspend the submission of the online Application Form without notice in the case of system failure, maintenance or repair, or for any other reason beyond its control.
- 4.12. The SL25 Partners shall not be responsible for, and need not consider lost, late, misdirected, incomplete or garbled entries, no matter what the reason for the entries being as such (including for the avoidance of doubt, technical reasons or human error or negligence).
- 4.13. For avoidance of doubt, successful submission of the Application Form does not guarantee the Applicant an opportunity to participate in or to be assessed for SL25. The SL25 Partners reserve the right in its sole and absolute discretion, to reject or refuse an Application without giving any reason.
- 4.14. The Applicant agrees that the statements and opinions expressed through the Application and Supporting Materials represent the opinions of the Applicant and does not represent the views of any of the members of the SL25 Partners.
- 4.15. The Applicant understands and accepts that SL25 may be cancelled, modified or suspended in whole or in part at any time after the submission of the Application without any payment of compensation or reasons given.

5. COMPLIANCE WITH LOCAL LAWS (FOR APPLICANTS OUTSIDE SINGAPORE)

- 5.1. The Applicant warrants that it is not prohibited under any applicable laws from submitting the Application and Supporting Materials and where applicable, it has obtained all necessary written consents (e.g. from its local government or joint-venture partners etc.) for the submission of the Application.
- 5.2. Applicants outside Singapore must ensure that its Application complies with both its local jurisdiction's laws as well as the laws of the Republic of Singapore. When in doubt, the Applicant should seek assistance from appropriate independent legal advisors.

6. PERSONAL DATA PROTECTION

- 6.1. The Applicant warrants that the Application and Supporting Materials conform to all applicable privacy laws (in and out of Singapore and its local jurisdiction).
- 6.2. The Applicant further confirms that it has obtained the necessary written consents from its representatives and all relevant persons in accordance with Singapore's Personal Data

Protection Act 2012 and all other applicable laws (in and out of Singapore and its local jurisdiction) to the collection, processing, use, storage and disclosure of their personal data by the SL25 Partners and such other third parties for the purposes of SL25 as well as for photographs and videos of the Applicant (and its representatives) to be taken at the Steward Leadership Summit or on any other occasions relating to SL25. The Applicant shall produce such consent when requested by any of the SL25 Partners.

- 6.3. The Applicant should notify SAC immediately if any consent is withdrawn.

7. INTELLECTUAL PROPERTY OWNERSHIP AND RIGHT TO USE/PUBLISH SUPPORTING MATERIALS

- 7.1. The Applicant agrees that the Application and Supporting Materials will be treated as having been submitted on a non-confidential basis even if any of the materials are marked or referred to by the Applicant as being confidential.
- 7.2. All intellectual property and proprietary rights in the Supporting Materials remains with the Applicant or its licensors, except for the intellectual property rights embedded in the SL25 Application platform which shall remain the sole property of SAC.
- 7.3. The Applicant accepts that the Supporting Materials may be used, edited or adapted by a SL25 Partner or its agents for publication, broadcasting and dissemination purposes through various media and means.
- 7.4. The Applicant understands and agrees that none of the SL25 Partners shall be held liable for any copying, re-posting or unlawful use (whether unlawful or otherwise) of the Supporting Materials by third parties after publication by any one or more of the SL25 Partners.
- 7.5. All intellectual property rights, title and interests in any adaptation or derivative works created by any member of the SL25 Partners from the Application or Supporting Materials (“**Derivative Works**”) (whether for purposes of publications, broadcasting, publicity, marketing or any other purposes) shall belong solely to the SL25 Partner which shall be entitled to deal with such Derivative Works in such ways as it shall, in its sole and absolute discretion, deem fit.
- 7.6. All intellectual property rights, title and interests in the PR Package Kit (which will be provided to the Honourees), promotional materials, brochures, articles (including newspaper articles) (collectively, the “**Collaterals**”) and such other documents relating to SL25 produced by the SL25 Partners and any photographs and videos containing images of the Applicant (and/or its representatives) taken at the Steward Leadership Summit or on any other occasions relating to SL25 shall belong solely to the SL25 Partners or the relevant SL25 Partner which shall be entitled to deal with such Collaterals, photographs and videos in such ways as they/it shall, in their/its sole and absolute discretion, deem fit.
- 7.7. The Applicant hereby grants each member of the SL25 Partners an irrevocable, worldwide, royalty-free, perpetual and non-exclusive licence to use, copy, edit, modify, adapt, translate, reproduce, create Derivative Works, distribute and/or refer to the whole or any part of the Application and/or the Supporting Materials for publication, broadcasting, publicity or marketing purposes or any other purpose whatsoever and in any media with the right to sub-liscence or authorise such uses by others. The Applicant

warrants that it has the power and has obtained the necessary rights and written consents from all its licensors and such other relevant third parties to grant to the SL25 Partners the licences contemplated in these Terms and Conditions.

- 7.8. Applicant consents to the publication and redistribution of its name, images and project information on such relevant media as the SL25 Partners may deem fit, including without limitation, on any of the SL25 Partners' websites, collaterals and platforms.
- 7.9. SL25 trademark, trademarks and logos should be used in the original form and in a responsible, lawful manner without any modification. Actions such as the removal of the year on the mark, or any changes to font, colour and/or orientation are strictly prohibited.
- 7.10. Nothing in these Terms and Conditions shall be construed as any of the SL25 Partners assigning or granting the Applicant any intellectual property rights (including without limitation, their respective trademark(s) or trademark etc.) or any licence thereunder. The Applicant shall seek the relevant SL25 Partner(s)' prior written consent (on such terms as the SL25 Partner(s) may deem fit) before using any of the SL25 Partner(s)' intellectual property.
- 7.11. Unless SAC indicates otherwise, the Collaterals may be shared by the Applicant with the public. However, such sharing must be in a responsible and lawful manner without any modification or misrepresentation and in accordance with the SL25 website's Terms of Use.

8. ASSESSMENT

- 8.1. The Application will be assessed by a panel of judges.
- 8.2. The Applicant shall not approach any of the judges, whether directly or indirectly, for any favour or to assess the Application in favour of the Applicant.
- 8.3. The Applicant shall notify SAC if it is in any way, related to any of the judges (for example, if a judge is a shareholder of the Applicant or if judge is a spouse of a director or shareholder, or if there is or likely to be a conflict of interest which any of the SL25 Partners should be aware of.)

9. OBLIGATIONS OF THE HONOUREES

- 9.1. Applicants will be notified in advance prior to the SL25 Unveiling Event if they are selected. The Honourees shall keep (and shall ensure that their representatives, staff and agents shall keep) the selection results strictly confidential and shall not disclose the fact that it has been selected until it is officially announced to the public by the SL25 Partners.
- 9.2. When an Honouree shares that its project has been selected, it should always include and refer to the year in which its application is selected.
- 9.3. Each Honouree is expected to and shall (through its representatives) attend the SL25 Unveiling Event and/or such other events as the SL25 Partners may require.

10. BREACH OF THESE TERMS AND CONDITIONS

- 10.1. Breach of any clauses in these Term and Conditions may lead to disqualification of the Application.

- 10.2. Any Supporting Materials that are in breach of clauses 4.8, 4.9 and/or 4.10 above may be removed or blocked from public access.
- 10.3. The SL25 Partners also reserve the right to seek all remedies available in law or in equity for such breaches (including the making of police reports where it is deemed necessary) without notice to the Applicant.
- 10.4. The SL25 Partners' decision and discretion on any such issues or disputes shall be final and no correspondence will be entered.

11. INDEMNITY

- 11.1. The Applicant agrees to indemnify, hold harmless, and defend each member of the SL25 Partners at all times from and against any claims, actions or demands, including, without limitation, losses, liabilities, cost and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by the member(s) of the SL25 Partners arising directly or indirectly out of the Application or the Applicant's breach of any of the Terms and Conditions.

12. DISCLAIMER

- 12.1. The SL25 Partners shall not be liable to the Applicant for any special, direct, indirect, economic or consequential loss or for any loss of profits, loss of business, loss of use or loss of reputation relating to or suffered by the Applicant or any third party as a result of or in connection with the Application or SL25 regardless whether any or all the SL25 Partners had been advised of or could have foreseen the possibility of such damages.

13. WAIVER

- 13.1. No waiver by any SL25 Partner of any breach of or compliance with, any terms or condition in this Agreement by the Applicant shall be considered a waiver of any other term or condition or of the same term or condition at any other time.

14. SEVERABILITY

- 14.1. If any of these Terms and Conditions is, or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired.

15. EXCLUSION OF THIRD PARTIES' RIGHTS

- 15.1. Any person or entity apart from the SL25 Partners and the Applicant shall not have any right under the Contracts (Rights of Third Parties) Act 2010 from enforcing any part of these Terms and Conditions.

16. GOVERNING LAW

- 16.1. These Terms and Conditions and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore and the Applicant hereby agrees to submit to the exclusive jurisdiction of the Courts of

Singapore in connection with any dispute arising from the Application and/or these Terms and Conditions.

17. ACCEPTANCE OF THESE TERMS AND CONDITIONS BY THE APPLICANT

17.1. By submitting the Application, the Applicant:

- 17.1.1. confirms that it has read through, fully understands and agrees to these Terms and Conditions;
- 17.1.2. verifies that it possesses the full capacity, authority and legal rights to agree to these Terms and Conditions; and
- 17.1.3. understands that the judges will be relying on the information and contents of the Supporting Materials in their assessment of the Application and the Applicant hereby declares that all the information provided by the Applicant or on its behalf for the purposes of the Application (including the contents of the Supporting Materials) is true, complete and current. In the event that any information provided by the Applicant for the purposes of the Application is subsequently found to be false, misleading or inaccurate, the SL25 Partners shall be entitled to reject the Application.

QUESTIONS

For any questions on the Application or these Terms and Conditions, or feedback on SL25, please email: SL25@stewardshipasia.com.sg