

## TERMS & CONDITIONS

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### 1. DEFINITIONS

- (a) **'ABN'** and **'ABN Productions Proprietary Limited'** (and 'We', 'Our', 'Ours' and 'Us') means ABN Productions Proprietary Limited, registered under the applicable company laws of South Africa with registration number: 2011/007298/07, whose offices are located at 4<sup>th</sup> Floor, West Tower, Sandown Mews, 88 Stella Street, Sandown, Sandton- 2196, Johannesburg, South Africa.
- (b) **'Categories'** means the category of awards to be given described in detail in Clause 2 below.
- (c) **'Entry', 'Entries' or 'Entrant'** means a person, entity entering to compete in the AABLA 2019, through submitting his/her complete entry form for any of the Categories for the Finale Event.
- (d) **'Entry Period'** means the period for accepting Entries commencing on **15 MAY 2019** and closing on **15 MAY 2019**.
- (e) **'Event'** and **'AABLA'** means the All African Business Leaders Awards including, without limitation, the Finale Event, in respect of which ABN has the right to issue Invitation.
- (f) **'Event Date'** means the dates set by ABN for hosting and conducting AABLA and shall include, where applicable the one Event Date the Finale Event. The specific Event Date in consonance with the Invitation means the Event Date mentioned in the Invitation issued to the Invitee by ABN.
- (g) **'Finale Event'** means the Finale of the Event to be held in Johannesburg, South Africa in the Venue and on the Event Date as set out by ABN.
- (h) **'Finalist'** means selected candidates by judges who will be considered as a finalist of the Finale Event.
- (i) **'Judging Panel'** refers to the panel of judges appointed by ABN who evaluate the material provided by the Research Panel and auditors. The Entries for the AABLA 2019, with the aim of objectively choosing the Finalists of the Finale Event in all Categories.
- (j) **'Nomination'** or **'Nominee'** means a person who is vetted by the Research Panel and chosen by the Judging Panel as a nominee/nomination for the Finale Event.
- (k) **'Required Information'** means information required in addition to the form and signed Terms and Conditions, more fully defined in Clause 3 (e) (ii) below.
- (l) **'Research Information'** means the information researched and developed by the Research Panel, more fully defined in Clause 3 (f) (ii) below.
- (m) **'Research Panel'** means a research partner or panel of research partners appointed by ABN to independently research and vet the Entrants, Nominees and Finalists of the AABLA 2019.
- (n) **'Supporting Documentation'** means the supporting documentation provided by the Entrant more fully defined in Clause 3 (e) (iv) below.
- (o) **'Terms and Conditions'** means these General Rules for Nomination into AABLA 2019.
- (p) **'Winner'** means the winner of the Finale Event of the AABLA 2019 in the respective Categories.
- (q) **'Working Day'** means Monday to Friday, excluding any Public or Bank Holidays.

### 2. DESCRIPTION CATEGORIES

- (a) The Categories for the AABLA 2019 accepting Entries, include the following:
  - i) Business Leader of the Year
  - ii) Business Woman of the Year
  - iii) Company of the Year

- iv) Entrepreneur of the Year
- v) Industrialist of the Year
- vi) Innovator of the Year
- vii) Philanthropist of the Year
- viii) Young Business Leader of the Year
- ix) CFO of the Year
- x) African of the Year
- xi) Lifetime Achievement Award

### 3. RULES FOR ENTRIES

#### (a) Acceptance of Terms

- i) All Entries are subject to these Terms and Conditions. These Terms and Conditions should be read carefully prior to submitting an Entry, any queries relating to them should be raised with ABN prior to such Entry being submitted, submission of an Entry will be deemed in acceptance of these Terms and Conditions.
- ii) ABN, the Research Panel or the Judging Panel may refuse to accept an Entry if the procedures or these Terms and Conditions have not been adhered to, or if it detects any irregularities or fraudulent practices.

#### (b) Entry Period

- i) All Entries must be submitted to [Nominations@abn360.com](mailto:Nominations@abn360.com) , prior to the close of the Entry Period. No Entries shall be accepted after **15 JULY 2019** 23.50h.
- ii) ABN and the Judging Panel reserve all rights to shorten, amend or extend the Entry Period at their exclusive discretion. Any such amendment to the Entry Period shall be published via notice at the AABLA 2019 website.

#### (c) Categories

- i) A person or entity may submit their Entry/Entries for all 9 (nine) Categories.
- ii) The Judging Panel reserves the rights to limit the number of submissions made by a single Entrant or the Categories.

#### (d) Submission of Supporting Documents

- i) Incomplete submissions shall not be considered by the Judging Panel. It is the Entrant's responsibility to ensure that all forms are duly complete and all Required Information (as defined below) is provided with the submissions.
- ii) Each Entry must be accompanied by all required information and documentation, including audited financial statements for the past 3 (three) financial year, description on current profiles, detailed write up on the business and complete up to date Curriculum Vitae ('**Required Information**').
- iii) All Required Information submitted by the Entrant shall be considered confidential. ABN, the Research Panel and the Judging Panel undertake to not disclose the Required Information or any part thereof submitted by the Entrant, unless required to do so by legislation, law or a governmental authority, and with the written approval from the Entrant, which shall not be unreasonably withheld.
- iv) Entrants may submit supporting documentation such as newspaper clippings, photographs, company logo's, brochures or testimonials ('**Supporting Documentation**'). All Supporting Documentation must be attached to the submission as an annexure.
- v) All Supporting Documentation provided by the Entrant may be used by ABN or its authorized agents for publicity and marketing purposes limited to AABLA 2019, which may

be broadcast or published in any media now known or hereinafter invented. The Entrant hereby provides his/her consent for such use and dissemination by ABN or its' authorized agents.

- vi) ABN Productions, the Research Panel and the Judging Panel reserve the right to request the Entrant for additional information or documentation with respect to their Entry, and request for clarifications on the Required Information or Supporting Documentation provided by the Entrant.
  - vii) The Entrant hereby agrees that he/she is exclusively responsible for all costs incurred in submission of the Entry, including completion of the entry form, provision of Required Information and Supporting Documentation. ABN, the Research Panel and Judging Panel are not responsible for any costs incurred by the Entrant.
  - viii) The Entrant hereby represents and warrants that all information submitted, including but not limited to the Required Information and the Supporting Documentation is authentic, genuine and real. If discovered otherwise, by the Research Panel, Judging Panel or ABN- the Entrant understands that he/she will be disqualified from participation at AABLA 2019, with immediate effect.
- (e) **Evaluation by Research Panel**
- i) Upon submission of a complete Entry with the requisite Required Information and Supporting Documentation- the Research Panel will conduct detailed research on the Entrant including a reference check and document verification. The Entrant hereby consents and has no objection to the same.
  - ii) The Research Panel shall keep all documentation and information received and discovered by it during research (**'Research Information'**) confidential and shall disclose the same solely to the Judging Panel for assessment.
  - iii) The Entrant shall not contact the Research Panel in his/her individual capacity or through their entity or otherwise, in any manner whatsoever with respect to the AABLA 2019. Any such action by the Entrant shall make the Entrant eligible for immediate disqualification from AABLA 2019.
- (f) **Assessment by Judging Panel**
- i) The Judging Panel shall assess the Entrant based on the Research Information provided by the Research Panel and the Required Information and Supporting Documentation provided by the Entrant.
  - ii) The Judging Panel shall shortlist from the Entries- Nominees for all 9 (nine) Categories of the AABLA 2019 Finalists for the Finale Event and the Winners of the Finale Event of AABLA 2019, based on objective criteria and in an impartial manner.
  - iii) The Entrant shall not contact the Judging Panel in his/her individual capacity or through their entity or otherwise, in any manner whatsoever with respect to the AABLA 2019. Any such action by the Entrant shall make the Entrant eligible for immediate disqualification from AABLA 2019.
- (g) **Entrant's Consent to Research & Judging Process**
- i) The decision of the Judging Panel is final and binding on all Entrants and the Entrant hereby provides his/her consent to the same. The Judging Panel reserves the right to respond to any queries from the Entrants on the judging process and the criteria considered and the reasons for the judgment.

- ii) Any queries on the Research Panel and the Judging Panel or the process shall be addressed to [Nominations@abn360.com](mailto:Nominations@abn360.com) prior to the submission of the Entry. By submitting the Entry, the Entrant provides his/her consent to the process, and the decision of the Research Panel and the Judging Panel.
  - iii) ABN is not responsible for the Research Information provided by the Research Panel or the judging process undertaken by the Judging Panel. The Research Panel and Judging Panel and independent bodies constituted with the sole purpose of objectively judging the Entrants.
- (h) **Nominees & Announcement**
- i) Upon an Entrant being chosen as a Nominee for the Finale Events, he/she will receive an official communication from ABN. The Entrant must within 3 (three) Working Days acknowledge receipt, acceptance of nomination and attendance for the Finale Event.
  - ii) An Entrant becomes a Nominee only upon acceptance of his/her Nomination. In the event of an Entrant not responding to the official communication within 3 (three) Working Days it will be assumed that he/she has not accepted the Nomination.
  - iii) Nominees will not be able to withdraw their nomination upon written acceptance of the same.
  - iv) Nominees will ensure to the best of their abilities to attend the Finale Event. Inability to attend will need to be informed in writing at the earliest to ABN at the following email [Events@abn360.com](mailto:Events@abn360.com).
  - v) The Nominees hereby agree that ABN or its authorized agents may use their images, photographs, name, organization name and logo for the sole purposes of marketing and promoting AABLA 2019 in any media now known or hereinafter invented.
  - vi) The Nominees hereby agree that ABN may through its media partner- CNBC Africa conduct interviews which may be broadcast on television.
- (i) **Finalists**
- i) Nominees who are shortlisted in their respective Categories shall be considered as the Finalists for the Finale Event.
  - ii) Finalists shall within 3 (three) Working Days of being notified that they are finalists , inform ABN in writing of their acceptance of being a Finalist for AABLA 2019 and their ability to attend the Finale Event. Finalists will not be able to withdraw their nomination for the Finale Event upon the same being accepted in writing.
  - iii) Finalists shall not be eligible for entry into AABLA for more than 2 consecutive years.
  - iv) The Finalists hereby agree that ABN may through its media partner- CNBC Africa conduct interviews which may be broadcast on television.
- (j) **Winner**
- i) Winners of the AABLA will not be eligible for entry into the awards for the next 5 (five) consecutive years.
- (k) **Conflict of Interest**
- In the event of any conflict of interest with respect these Terms and Conditions, or with the appointed Research Panel or Judging Panel, the Entrants/ Nominees/ Finalists (as the case maybe) shall within 2 (two) Working Days of obtaining knowledge of the same bring it to the attention of ABN. Any failure or

delay on the part of the Entrant/Nominee/Finalist to do so shall make him/her eligible for disqualification or forfeiture of award as the case maybe.

(l) **Disqualification**

In the event of an Entrant/Nominee/Finalist being convicted of a crime or being in breach of the context and spirit of these Terms and Conditions, or is involved in any situation, circumstance or event, or is responsible for any action or omission, which in the opinion of ABN prejudices the reputation of AABLA and the fairness of the Event, ABN reserves the right to disqualify the Entrant/Nominee/Finalist and withdraw the Award, with immediate effect, by providing written notice of the same.

(m) **Limitation of Liability**

- i) ABN shall not be responsible for personal arrangements including travel, accommodation or hospitality relating to the Event. Personal arrangements including travel, accommodation or hospitality will have been arranged by the Nominee/Finalist, and are at his/her own risk and expense.
- ii) ABN's liability for the cancellation, postponement or rescheduling of the Event, or for material changes to an Event, will be limited to the extent of communicating the same to the Nominee/Finalist and ABN shall not be responsible for any expenses incurred by the Nominee/Finalist or any other losses, damages or other costs incurred by the Nominee/Finalist in respect of his/her personal arrangements.
- iii) Notwithstanding anything to the contrary herein contained, ABN, the Research Panel and the Judging Panel will not be liable to any Entrant for any indirect, incidental or consequential loss or damage (including, without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts). These limitations of liability will apply regardless of the form of action, whether in contract, delict, strict liability, or otherwise and regardless of whether the party has been advised as to the possibility of such damages and/ or losses.

(n) **Notice**

All written communication under these Terms and Conditions shall be addressed to:

**ABN Productions Pty Ltd**  
4<sup>th</sup> floor, West Tower, Sandown Mews  
88 Stella Street,  
Sandown, Sandton-2196  
Johannesburg, South Africa  
Telephone: +27-11-384-0300  
Email: [Alexander.Liebner@abn360.com](mailto:Alexander.Liebner@abn360.com)

**4. MISCELLANEOUS**

- (a) **Waiver:** If ABN delays or fails to enforce any of these Terms and Conditions It shall not mean that ABN has waived our right to do so.
- (b) **Assignment:** ABN shall be entitled to assign any of its rights and obligations under these Terms and Conditions provided that the Entrants rights are not adversely affected.
- (c) **Severability:** If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.



- (d) **Amendment:** These Terms and Conditions may be altered, modified, amended by ABN at its sole and absolute discretion by providing written notice of the same to the Invitees.
- (e) **No Partnership or Agency:** Nothing in these Terms and Conditions and no action taken by the Entrant or ABN under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other relationship.

**5. ENTIRE AGREEMENT**

- (a) These Terms and Conditions constitute the entire agreement between the parties in connection to, its subject matter and supersede any previous terms and conditions, agreement or arrangement between the parties.
- (b) Each of the parties agrees that it has not entered into these Terms and Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these Terms of Conditions or not)-other than as expressly set out in these Terms and Conditions.

**6. GOVERNING LAW & JURISDICTION**

The provisions of these Terms and Conditions shall be construed in accordance with the applicable laws in force at the Republic of South Africa. The Courts at Johannesburg shall have exclusive jurisdiction over matters connected hereto.

**7. OATH**

I \_\_\_\_\_ an adult male/female of sound mind and understanding have read and understood these Terms and Conditions. I hereby affirm that I am eligible to be nominated as an Entrant for AABLA 2019, and will at all times comply with these Terms and Conditions.

\_\_\_\_\_  
 Entrant Name:  
 Designation:  
 Date:

\_\_\_\_\_  
 Witness Name:  
 Designation:  
 Date: