

# TERMS AND CONDITIONS

## AUTOMOBILE INDUSTRY AWARDS

Conducted by the Automobile Industry Council (hereinafter referred to as “AIC” or “Organiser”)

### 1. ACCEPTANCE OF TERMS

By submitting an application (nomination) for the Automobile Industry Awards (“Awards”), the applicant (“Applicant”) unconditionally agrees to be bound by these Terms and Conditions. If the Applicant does not agree, they must not apply.

### 2. CONFIDENTIALITY

The Applicant acknowledges and agrees to maintain complete confidentiality regarding:

- The application/nomination process;
- The selection and judging process;
- Any information concerning the Awards program, including but not limited to shortlists, scores, deliberations, or internal communications of the Organiser, jury, or secretariat.

The Applicant shall not disclose, share, or publish any confidential information to any third party without prior written consent from AIC. Breach of confidentiality may lead to immediate disqualification and legal action.

### 3. JURY DECISION – FINAL AND BINDING

- The decisions of the jury panel regarding eligibility, shortlisting, winners, and any other aspect of the Awards are final and binding.
- No correspondence, appeals, or challenges will be entertained.
- The Applicant waives any right to contest the jury’s decision in any forum.

### 4. APPLICATION RESPONSIBILITY & DEADLINES

- The Applicant must ensure that all information provided in the application is accurate, complete, and truthful.
- Applications must be submitted on or before the deadlines published on AIC’s official social media accounts, website, and other communication platforms.
- Late, incomplete, or incorrect applications will be rejected without liability to the Organiser.
- The Applicant takes full responsibility for any consequences arising from failure to meet deadlines.

#### 4.1. SECURE ACCESS – USERNAMES, PASSWORDS, AND ACCOUNT RESPONSIBILITY

- The Applicant shall be responsible for maintaining the confidentiality and security of their usernames, passwords, and all access credentials related to the Awards application portal, voting system, or any other digital platform used by the Organiser.
- The Applicant shall retain such credentials in a secure location and shall not share them with any unauthorised third party.
- The Applicant acknowledges that any activity conducted through their account (including application submission, vote generation, or data modification) shall be deemed as action by the Applicant.

- The Organiser shall not be liable for any unauthorised access, misuse, or breach arising from the Applicant's failure to secure their credentials.

#### 4.2. APPLICATION SUBMISSION, VOTE GENERATION – NO ORGANISER LIABILITY FOR LOSS OF DATA OR VOTES

- The completion and submission of the application, as well as the generation of organic votes (where required as part of the Awards criteria), is the sole responsibility of the Applicant.
- The Organiser shall not be held liable for any loss of data, loss of votes, corruption of entries, technical errors, system downtime, or any other failure affecting the Applicant's submission or vote count, regardless of cause, except in cases of purposeful, willful, and proven misconduct by the Organiser.
- The Applicant assumes all risks associated with the use of the Awards digital platforms, including but not limited to internet outages, server issues, or third-party interference.

#### 4.3. APPLICATION VALIDITY – SELECTED YEAR ONLY; RENEWAL FOR PROCEEDING YEARS

- Each application made by the Applicant is valid only for the specific award year (edition) for which it is submitted.
- For proceeding (subsequent) years, a fresh application shall be required. The submission of an application in one year does not automatically carry over to any future edition of the Awards.
- The Organiser, at its sole discretion, may or may not permit the Applicant to use the same user login credentials (username, password, and account) for fresh applications in future years. The Organiser reserves the right to require new registrations or to disable, merge, or archive previous accounts without notice.
- No vested right or expectation of continued access shall arise from the use of a login in any prior year.

### 5. INDEMNITY AND LIABILITY FOR DEROGATORY COMMENTS

The Applicant assumes full and complete ownership and liability for any damages, losses, or reputational harm caused to:

- The name, brand, and reputation of the Automobile Industry Awards;
- The Automobile Industry Council (Organiser);
- The jury members, sponsors, partners, or any affiliated individuals/entities.

This includes, but is not limited to, any derogatory, defamatory, false, or malicious comments made in any shape or form (written, verbal, social media, press, or digital platforms). The Applicant agrees to indemnify and hold harmless all aforementioned parties against any claims, suits, or expenses arising from such conduct.

### 6. BREACH OF TERMS – DAMAGES FOR GOODWILL AND OTHER COSTS

- 6.1. Any breach of these Terms and Conditions by the Applicant (including but not limited to breach of confidentiality, prohibited conduct, non-payment, or derogatory comments) shall entitle the Organiser to claim and recover damages from the Applicant.
- 6.2. Such damages shall be no less than the value claimed by the Organiser for:
  - Loss or harm caused to the Organiser's goodwill, brand equity, reputation, and standing in the automobile industry and public domain; and

- Any and all other costs, expenses, or losses incurred by the Organiser (including legal fees, administrative costs, and remedial expenses), regardless of whether such losses have a direct market value or are capable of precise financial quantification.

6.3. The Applicant acknowledges that:

- Goodwill and reputation are unique assets of the Organiser;
- Damage to such assets may not be reflected in market prices or conventional accounting;
- The Organiser's determination of the quantum of damages shall be presumptively reasonable, and the Applicant shall bear the burden of proving otherwise.

6.4. The right to claim damages under this clause is in addition to, and not in limitation of, any other rights or remedies available to the Organiser (including disqualification, injunction, or public revocation of awards).

## **7. FINANCIAL OBLIGATIONS**

The Applicant agrees to pay all financial considerations as fixed by the Organiser for each stage of the program, including but not limited to:

- Application / nomination fees (non-refundable);
- Event day tickets (gala dinner, awards ceremony, etc.);
- Any other charges (e.g., for presentations, exhibition booths, additional categories).

Non-payment of any due amount by the specified date may result in disqualification or denial of entry to the event.

## **8. CONFLICT OF INTEREST & SPONSORSHIP**

- The Applicant warrants that there is no conflict of interest in relation to the sponsorship of the Awards.
- If the Applicant (or any of its directors, employees, or affiliates) sponsors a particular award category, any nomination submitted by the Applicant for that same category shall be automatically nullified and cancelled.
- The determination of a conflict of interest and the decision to nullify a nomination rests solely with the Organiser, and such decision is final and binding.

## **9. PROHIBITED CONDUCT – VOTE PURCHASE, JURY INFLUENCE, THIRD-PARTY INTERFERENCE**

The Applicant shall not engage in, attempt, or be party to:

- Offering rewards, gifts, or bribes to jury members or AIC personnel;
- Purchasing votes or manipulating public/online voting mechanisms;
- Approaching jury members or organisers through third parties to alter results.

If the Applicant is found guilty of any such conduct, the Organiser may:

- Remove the nomination immediately;
- Disqualify the Applicant from current and future editions;
- If an award has already been won, revoke the award publicly and reclaim any trophy/certificate.

The Organiser's decision regarding such violations is final.

### **9.1. VOTE PURCHASING – SHORT TIMEFRAME AS EVIDENCE**

- The Applicant is strictly prohibited from purchasing votes through any means, including but not limited to paid services, bots, click farms, or any form of external compensation for votes.

- Without prejudice to any other method of proof, votes obtained in a short period of time (such as within 24 hours or any similarly short duration determined by the Organiser) that reflects an abnormal spike or pattern inconsistent with organic voting behaviour may be confirmed as purchased votes at the sole discretion of the Organiser.
- The Organiser's determination that votes have been purchased, based on such short-term spikes or any other analytical method, shall be final and binding.
- Consequences of vote purchasing include immediate disqualification, forfeiture of any fees paid, and potential public disclosure of the violation.

## **10. WINNERS – ANNOUNCEMENT & ATTENDANCE MANDATE**

- Winners will be announced only on the date of the Awards event.
- The award must be accepted by the highest possible position of the Applicant (e.g., CEO, Managing Director, or equivalent designated representative).
- Failure to attend the Awards night in person (or via a duly authorised representative, if permitted by AIC) for any reason whatsoever shall result in:
  - Forfeiture of the award;
  - The award being given to the next eligible nominee in the ranking order.
- No alternative arrangements (e.g., courier of trophy, virtual acceptance) will be made unless explicitly allowed by AIC in exceptional circumstances.

### **10.1. RETURN OF AWARD – POST-CEREMONY DISQUALIFICATION (WITHIN 12 MONTHS)**

10.1.1. If, within 12 months from the date of the Awards ceremony, any information comes to light (whether discovered by the Organiser, disclosed by a third party, or otherwise) that:

- The winner engaged in any illicit, unethical, fraudulent, or improper process in obtaining the nomination or award; or
- The winner has tarnished, damaged, or negatively affected the reputation, name, brand, or goodwill of the Awards, the Organiser, the jury, or any affiliated parties; or
- The winner has breached any of these Terms and Conditions (including but not limited to confidentiality, derogatory comments, vote purchasing, or conflict of interest);

then the Organiser shall have the right to revoke the award and demand its immediate return.

10.1.2. Upon such revocation, the winner shall be obliged to return the physical award (trophy, certificate, or any other material representing the award) to the Organiser within 15 days of receiving written notice. The returned award must bear the same serial number (if any) as originally awarded. Failure to return the award shall constitute a separate breach.

10.1.3. Such revocation and return shall be considered a breach of this Agreement by the winner, and the Organiser shall be entitled to claim monetary damages (including but not limited to damages for loss of goodwill, reputation, and any financial or non-financial losses) as per Clause 6 of these Terms and Conditions.

10.1.4. The Organiser's decision to revoke an award under this clause shall be final and binding, and no refund of any fees paid (application, event tickets, or otherwise) shall be made to the winner.

#### 10.2. PROHIBITION ON NEGATIVE PUBLIC SPEAKING (NON-DISPARAGEMENT)

- Upon winning an award (or even after revocation under Clause 10A), the Applicant (and the winner) agrees that they shall not speak negatively, disparage, criticise, or make any derogatory remarks about the Automobile Industry Awards, the Organiser (AIC), the jury members, sponsors, partners, or the Awards program in any public or private forum, including but not limited to:
  - Social media (Facebook, LinkedIn, X/Twitter, Instagram, TikTok, etc.);
  - Print or digital media interviews;
  - Press releases or statements;
  - Internal communications that become public;
  - Oral statements at industry events.
- Any violation of this non-disparagement clause shall be treated as a material breach of these Terms and Conditions, attracting:
  - Immediate revocation of the award (if still held);
  - Legal action for damages (including loss of goodwill and reputation);
  - Public clarification or retraction at the expense of the defaulting party, as ordered by the Organiser.
- The Organiser reserves the right to issue a reprimand or public statement distancing itself from any negative statements made by the winner or Applicant.

#### 11. RIGHT TO MODIFY, CANCEL, OR CHANGE AWARD CATEGORIES

The Organiser reserves the sole and absolute right to:

- Change, modify, rename, merge, split, or cancel any award category or sub-category at any time before or during the awards process, without prior notice to applicants or the public.
- Cancel, postpone, or modify the Awards program or any category for any reason, including but not limited to insufficient nominations, force majeure, or operational considerations.
- Change dates, venues, jury members, or fee structures.
- Disqualify any Applicant without stating a reason.

The decision of the Organiser regarding the naming, structure, existence, or modification of any category or sub-category shall be final and binding on all applicants. No refund, claim, or compensation shall arise from such changes.

#### 12. FINAL DECISION-MAKING AUTHORITY – ORGANISER AND APPOINTED VALIDATORS

- The Organiser is the final decision-maker regarding all matters related to the Awards, including but not limited to eligibility, shortlisting, winners, interpretation of these Terms and Conditions, and any disputes.
- The Organiser's decisions shall be validated by such persons or entities as the Organiser has appointed (including jury members, auditors, or independent validators).
- Any decision taken by the Organiser, in consultation with or upon validation by its appointed representatives, shall be final, binding, and non-challengeable.

#### 13. DATA PROTECTION & PRIVACY

By applying, the Applicant consents to the collection, storage, and use of their personal and company data for the purpose of the Awards, including publication of shortlists, winners, and promotional activities. AIC will not sell or share data for unrelated marketing without consent.

##### 13.1. USE OF DATA FOR MARKETING AND INDUSTRY-RELATED ACTIVITIES

- The Applicant expressly allows and permits the Organiser (AIC), as well as any approved entity of the Council (including but not limited to sponsors, partners, affiliates, or authorised third-party service providers), to use the data and information provided in

the application (including company name, brand names, logos, product information, achievements, and contact details) for:

- Marketing and promotional purposes related to the Automobile Industry Awards (current and future editions);
- Any other automobile industry-related activity conducted by the Organiser or an approved entity of the Council, including but not limited to industry reports, newsletters, case studies, conferences, exhibitions, trade publications, and digital or social media campaigns.
- The Applicant acknowledges that such use may include, without limitation:
  - Publication of the Applicant's name, brand, and shortlisted/winners status on websites, brochures, press releases, and advertisements;
  - Inclusion in marketing emails, SMS campaigns, and targeted online advertising;
  - Use in post-event analysis, industry benchmark reports, and market research.
- This consent is irrevocable for the duration of the Applicant's participation in the Awards and for a reasonable period thereafter for archival and promotional legacy purposes.
- The Applicant waives any right to inspect, approve, or claim compensation for such use. If the Applicant does not wish to grant this permission, they must not submit an application.

#### **14. GOVERNING LAW & DISPUTE RESOLUTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. Any dispute, controversy, or claim arising out of or in connection with these Terms and Conditions or the Awards shall be subject to the exclusive jurisdiction of the courts in Colombo, Sri Lanka. Arbitration, if agreed by AIC, shall be conducted by a sole arbitrator appointed by AIC in accordance with the Arbitration Act of Sri Lanka.

#### **15. SEVERABILITY**

If any provision of these Terms is held invalid or unenforceable under Sri Lankan law, the remainder shall continue in full force and effect.

#### **16. AMENDMENTS**

AIC may amend these Terms and Conditions at any time without prior individual notice. The version published on the official website shall prevail.

#### **APPLICANT'S ACKNOWLEDGEMENT & ACCEPTANCE**

*By clicking the "I/We Accept" button (or checking the "I/We Accept" box, or any similar affirmative action) on the application portal, website, or digital form, the Applicant hereby agrees to the above Terms and Conditions in their entirety.*

*The Applicant acknowledges that such clicking or checking constitutes a legally binding electronic signature and agreement, equivalent to a handwritten signature, under the laws of Sri Lanka and any applicable electronic transactions laws.*

**I/We accept the above Terms and Conditions.**