

ICC AWARDS OF THE DECADE COMPETITION TERMS AND CONDITIONS

These are the terms and conditions (“T&Cs”) of the ICC’s AWARDS OF THE DECADE COMPETITION (the “Competition”) and may be amended or updated by the ICC (as defined below) at any time. By participating in the Competition, you (“Participant”) acknowledge that you have read, understood and agree to be bound by these T&Cs, the ICC’s Website Terms of Use governing use of the ICC website or app (“ICC Platform”) and the ICC’s Privacy Policy. If you do not agree with these T&Cs then you may not participate in the Competition.

Further background information in relation to the Competition is set out at <https://www.icc-cricket.com/awards>.

1. ORGANISER

- 1.1 The Competition is organised by ICC Business Corporation FZ LLC (ICC) whose registered address is at Shared Desk 2-55, Second Floor, Building 2, Dubai Media City, United Arab Emirates (the “ICC”).
- 1.2 The ICC reserves the right to modify or cancel this Competition at any time and, in the event of cancellation, substitute another in its place.

2. ELIGIBILITY

- 2.1 The Competition is open to persons above the age of 18 years who are residents of all countries where the Competition is not prohibited or unlawful. Persons who wish to participate must have a valid email address and, in order to be eligible to receive the relevant prizes, must hold a valid passport and hold or be able to obtain a valid visa to facilitate travel to India.

3. CONDITIONS OF PARTICIPATION

- 3.1 By entering the Competition, Participant agrees to be bound by these T&Cs and the decisions of the ICC. Subject to the terms and conditions stipulated herein below the ICC, at its sole discretion, may disqualify any Participant from the Competition, refuse to award benefits or prizes and require the return of any prizes, if the Participant engages in conduct which the ICC deems to be improper, unfair or otherwise adverse to the operation of the Competition or is in any way detrimental to other Participants, including but not limited to:

- Falsifying personal information (including, but not limited to, name, email address, and/or any other information or documentation as may be requested by the ICC to enter the Competition and/or claim a prize);
- Any violation of the Competition rules or these T&Cs;
- Accumulating points or prizes through unauthorised methods such as automated bots, or other automated means;
- Using automated means (including but not limited to harvesting bots, robots, parsers, spiders or screen scrapers) to obtain, collect or access any information on the ICC Platform or of any user for any purpose;
- Tampering with the administration of the Competition or trying to in any way tamper with the computer programs or any security measure associated with the Competition;
- Obtaining other users’ information without their express consent and/or knowledge and/or spamming other users (including but not limited to the sending of unsolicited emails to users, sending bulk emails to ICC Platform users, and/or sending unwarranted email content, either to selected users or in bulk); or
- Abusing the ICC Platform in any way.

- 3.2 Where a Participant is found to be in violation of these T&Cs, the ICC reserves its right to initiate such appropriate civil/criminal remedies as it may consider appropriate (in addition to steps related to forfeiture and/or recovery of any prize awarded).

4. REGISTRATION

- 4.1 In order to participate in the Competition and vote, you must register by signing up for an account via the Competition link on the ICC Platform. In doing so, Participants are required to confirm that they have read, and shall abide by, these T&Cs.
- 4.2 Only those Participants who have successfully registered for an account by signing up via the link on the ICC Platform shall be eligible to participate in the Competition and win prizes.

5. VOTING

- 5.1 Voting opens on 25 November 2020, at 1300 hours, and ends on 16 December 2020, at 2230 hours (all times UTC/GMT+04:00) (the "Entry Period"). Votes submitted before or after the Entry Period will be disqualified.
- 5.2 During the Entry Period, Participants may submit their vote (the "Vote") via the link on the ICC Platform.
- 5.3 You warrant that the information submitted in connection with your account is accurate. Incomplete or illegible Votes, or those which are not submitted in accordance with these T&Cs, will be invalid. The ICC has the sole discretion to determine whether a Vote is eligible. Any entry that violates these T&Cs or is otherwise objectionable (as determined solely by the ICC), shall not be considered and will be disqualified. The ICC is not responsible for undelivered Votes or for any computer malfunction in connection with any Votes. No responsibility will be accepted for any lost, delayed or damaged Vote entries.

6. WINNER SELECTION

- 6.1 Winners will be determined on the basis of a randomised selection from all Participants who have entered the Competition by creating an account and submitting a Vote.
- 6.2 Prizes shall be determined in the order set out in 8.1 below. Being selected for a higher-tier prize shall make that Participant ineligible to receive further prizes (though in the case of the Participant being unable to accept a higher-tier prize, the ICC may substitute a lower-tiered prize at its discretion).

7. CONTACTING WINNERS

- 7.1 Winners will be contacted by the ICC on the email address provided at the time of registration. The verification process and the documents required for the collection of a prize shall be provided to the Winners at this stage. Participants are required to provide proper and complete details at the time of registration. The ICC shall not be responsible for communications errors, commissions or omissions including those of the Participants due to which the results may not be communicated to the winner.
- 7.2 Winners will be notified as soon as reasonably practical after the winning entry has been selected with instructions on how to claim their prize. Winners must respond within twenty eight (28) days accepting the prize. Failure to respond within the fixed time period as specified and/or provide an address for delivery of the prize (where applicable) may result in forfeiture of the prize.
- 7.3 The decision of the ICC with respect to the awarding of prizes shall be final, binding and non-contestable.
- 7.4 The ICC and its appointed representatives may refuse to provide a prize or forfeit the same, in the event of:
- any ineligibility under these T&Cs;
 - a Participant's breach of these T&Cs; or
 - fraudulent or dishonest behaviour by the Participant, including but not limited to the use of technology which enables an entrant to be involved in fraudulent voting or giving false information when entering the Competition.
- 7.5 If it is found that a Participant is under the age of 18, the ICC may further, at its sole and absolute discretion, suspend or terminate such Participant's account.

8. COMPETITION PRIZES

- 8.1 Participants are eligible for the following prizes:
- Prize 1 (one winner): A once-in-a-lifetime experience for two people at the Men's T20 World Cup India 2021, including return economy class flights from anywhere in the world, two nights' hotel accommodation and tickets with pitch-side access at the opening match;
 - Prize 2 (forty five (45) winners): a pair of tickets for a match at the Men's T20 World Cup India 2021;
 - Prize 3 (fifteen (15) winners): an OPPO Reno 4pro mobile phone; and
 - Prize 4 (fifty (50) winners): a US\$50 voucher for the official ICC T20 World Cup shop.
- 8.2 The ICC may, at its sole and absolute discretion, vary or modify the prizes being offered to winners. Participants shall not raise any claim against the ICC or question its right to modify such prizes being offered, prior to closure of the Competition. The ICC shall not be held liable for any loss or damage caused to any prizes at the time of such transportation.

- 8.3 All prizes are non-transferable and non-refundable. Prizes cannot be exchanged / redeemed for cash or other value-in-kind. No cash claims can be made in lieu of prizes.
- 8.4 To the extent permitted by law, the ICC makes no representations or warranties as to the quality, suitability or merchantability of any prizes and shall not be liable in respect of the same.

9. DATA PROTECTION NOTICE

- 9.1 In taking part in the Competition, you will provide the ICC with certain personal data, such as contact details, personal details associated with the Competition and images. You understand and acknowledge that by registering for the Competition and agreeing to the ICC Privacy Policy, you give consent for the ICC to process your personal data. The ICC processes the personal data to administer and execute the Competition, as well as to handle follow up matters after the Competition. To the extent that you provide to the ICC any personal data of third parties, such as that of a guest, you acknowledge that you have collected the necessary consent of the third party for the ICC to process their data.
- 9.2 The ICC will process your personal data at all times in accordance with applicable data protection legislation. For more detailed information on how the ICC will process your personal data, and your rights, please visit the ICC Privacy Policy, which is available at <https://www.icc-cricket.com/about/the-icc/legal-notice/privacy-policy>.

10. PUBLICITY

- 10.1 The winning Participants further undertake that they shall be available for promotional purposes as planned and desired by ICC without any charge. The exact dates remain at the sole discretion of the ICC. Promotional activities may include (but shall not be limited to) press events, internal meetings and ceremonies/functions.

11. DISPUTES AND DISPUTE RESOLUTION

- 11.1 Any dispute arising out of or in connection with these T&C's and/or the Competition, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of these T&C's shall be the substantive law of England and Wales.

12. USAGE OF ICC PLATFORM

- 12.1 Any Participant accessing the ICC Platform for participating in the Competition available on the ICC Platform ("ICC Services") shall be bound by these T&Cs, and all other rules, regulations and terms of use referred to herein or provided by the ICC in relation to any ICC Services.
- 12.2 The ICC shall be entitled to modify the T&Cs, rules and regulations and terms of use referred to herein or provided by the ICC in relation to any ICC Services, at any time, by posting the same on the ICC Platform. Use of the ICC Platform constitutes the Participant's acceptance of such T&Cs, rules, regulations and terms of use referred to herein or provided by the ICC in relation to any ICC Services, as may be amended from time to time. The ICC may, at its sole discretion, also notify the Participant of any change or modification in these T&Cs, rules, regulations and terms of use referred to herein or provided by the ICC, by way of sending an email to the Participant's registered email address or posting notifications in the Participant accounts. The Participant may then exercise the options provided in such an email or notification to indicate non-acceptance of the modified T&Cs, rules, regulations and terms of use referred to herein or provided by ICC. If such options are not exercised by the Participant within the time frame prescribed in the email or notification, the Participant will be deemed to have accepted the modified T&Cs, rules, regulations and terms of use referred to herein or provided by the ICC.
- 12.3 Certain ICC Services being provided on the ICC Platform may be subject to additional rules and regulations set down in that respect. To the extent that these T&Cs are inconsistent with the additional conditions set down, the additional conditions shall prevail.
- 12.4 The ICC may in its sole and absolute discretion:
- Restrict, suspend, or terminate any Participant's access to all or any part of the ICC Platform or ICC Services;
 - Change, suspend, or discontinue all or any part of the ICC Platform or ICC Services;
 - Reject, move, or remove any material that may be submitted by a Participant;

- Move or remove any content that is available on the ICC Platform;
- Deactivate or delete a Participant's account and all related information and files on the account;
- Establish general practices and limits concerning use of the ICC Platform; and/or
- Assign its rights and liabilities to all Participant accounts hereunder to any entity.

13. PARTICIPANT CONDUCT

- 13.1 Participants agree to abide by these T&Cs and all other rules, regulations and terms of use of the Website. In the event Participant does not abide by these T&Cs and all other rules, regulations and terms of use, the ICC may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:
- restricting, suspending, or terminating any Participant's access to all or any part of the ICC Services;
 - deactivating or deleting a Participant's account and all related information and files on the account.
 - refraining from awarding any prize(s) to such Participant.
- 13.2 Participants agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by the ICC). Participants further agree to update and keep updated their registration information.
- 13.3 Unauthorised access to the Competition is a breach of these T&Cs, and a violation of the law. Participants agree not to access the Competition by any means other than through the interface that is provided by the ICC Platform for use in accessing the Competition. Participants agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.
- 13.4 Persons below the age of eighteen (18) years are not allowed to participate in the Competition on the ICC Platform. Participants shall have to disclose their real age at the time of getting access to the ICC Platform.
- 13.5 The ICC may not be held responsible for any content contributed by Participants on the ICC Platform.

14. RELEASE AND LIMITATIONS OF LIABILITY

- 14.1 Participants shall access the ICC Services provided on the ICC Platform voluntarily and at their own risk. The ICC shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by Participants or any other person or entity during the course of access to the ICC Services, including participation in the Competition or as a result of acceptance of any prize.
- 14.2 By entering the Competition and accessing the ICC Services provided therein, Participants hereby release from and agree to indemnify the ICC and/ or any of its directors, employees, partners, associates and licensors, from and against all liability, cost, loss or expense arising out their access to the ICC Services including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.
- 14.3 ICC accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the prizes.
- 14.4 Participants shall be solely responsible for any consequences which may arise due to their access of the ICC Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to the ICC Services, including provision of incorrect address or other personal details. Participants also undertake to indemnify the ICC and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by the ICC on account of such act on the part of the Participants.
- 14.5 Participants shall indemnify, defend, and hold the ICC harmless from any third party/entity/organisation claims arising from or related to such Participant's engagement with the ICC or participation in any Competition. In no event shall ICC be liable to any Participant for acts or omissions arising out of or related to Participant's engagement with the ICC or his/her participation in the Competition.
- 14.6 In consideration of the ICC allowing Participants to access the ICC Services, to the maximum extent permitted by law, the Participants waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against the ICC, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or

mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of the ICC Services or related to the Competition or the prizes of the Competition.

15. DISCLAIMERS

- 15.1 To the extent permitted under law, neither the ICC nor its group companies, subsidiaries, affiliates, directors, officers, professional advisors and/or employees shall be responsible for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material.
- 15.2 To the extent permitted under law, the ICC shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, the ICC services or the ICC Platform, cancellation of the Competition and prizes. The ICC disclaims any responsibility for Participant inaccessibility that is caused by the ICC's maintenance on the servers or the technology that underlies our sites, failures of the ICC's service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. In addition, the ICC does not provide any warranty as to the content on the ICC Platform. Content from the ICC Platform is distributed on an "as is, as available" basis.
- 15.3 Any material accessed, downloaded or otherwise obtained through the ICC Platform is done at the Participant's discretion, competence, acceptance and risk, and the Participant will be solely responsible for any potential damage to Participant's computer system or loss of data that results from a Participant's download of any such material.
- 15.4 In case the ICC discovers any error, including any error in the determination of winners, the ICC reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit. In case of exercise of remedies in accordance with this clause, the ICC agrees to notify the Participant of the error and of the exercise of the remedy(ies) to rectify the same.
- 15.5 To the extent permitted under law, neither the ICC nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if we have been advised of the possibility of such damages.
- 15.6 In the event any ICC Services or the Competition being hosted or provided, or intended to be hosted on the ICC platform and requiring specific permission or authority from any statutory authority or any state or the central government, or the board of directors shall be deemed cancelled or terminated, if such permission or authority is either not obtained or denied either before or after the availability of the relevant ICC Services or the Competition are hosted or provided.
- 15.7 To the extent permitted under law, in the event of suspension or closure of any ICC Services, events or the Competition, Participants shall not be entitled to make any demands, claims, on any nature whatsoever.

16. MISCELLANEOUS

- 16.1 The ICC shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to any failure to perform due to unforeseen circumstances or cause beyond the ICC's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials or any cancellation of the Competition.
- 16.2 The ICC's failure to exercise or enforce any right or provision of these T&Cs shall not constitute a waiver of such right or provision.
- 16.3 Participants agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the ICC Platform or these T&Cs must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.
- 16.4 These T&Cs and policies that are incorporated herein by reference, constitute the entire agreement between the Participant(s) and the ICC and govern your use of the ICC Platform and participation in the Competition, superseding any prior agreements that any Participant may have with the ICC.
- 16.5 If any part of these T&Cs is determined to be indefinite, invalid, or otherwise unenforceable, the rest of these T&Cs shall continue in full force.
- 16.6 The ICC may, at its sole and absolute discretion, permanently close or temporarily suspend any ICC Services, including the Competition.