



**GLOBAL LEAP
OUTSTANDING OFF-GRID APPLIANCE
AWARDS**

**2015-2016 Off-Grid Fan Competition
Official Rules**

Global Lighting and Energy Access Partnership (Global LEAP™) Outstanding Off-Grid Appliance Awards 2015-2016 Off-Grid Fan Competition “Official Rules”

1. Description.

The Global Lighting and Energy Access Partnership (Global LEAP™) Outstanding Off-Grid Appliance Awards Competition (Global LEAP Awards™) seeks to transform the global market for off-grid energy products by recognizing and rewarding the most energy-efficient, highest quality off-grid appliances. As a Clean Energy Ministerial initiative, Global LEAP seeks to advance global clean energy access policy goals by harnessing the power of marketplace competition to drive technical and market innovations in the off-grid appliance sector. The inaugural Global LEAP Awards were announced in May 2014 at the 5th Clean Energy Ministerial in Seoul, Korea. This competition (“Competition” or “Contest”) will recognize high-quality, energy-efficient, and affordable electric fans that are appropriate for use with off-grid energy systems. Fans are frequently in high demand in un- and under-electrified regions where distributed (“off-grid”) energy systems are used. However, fans present significant technical challenges to off-grid energy systems since their operation can be energy-intensive, and they can quickly deplete off-grid energy systems’ limited energy supply. By extending run times, leaving more electricity for other uses, and reducing energy supply costs, quality-assured, energy-efficient off-grid fans can optimize energy access benefits. The awards will enhance buyers' ability to differentiate and choose among products on the basis of their energy efficiency and quality. The Collaborative Labeling and Appliance Standards Program (“CLASP”) serves as the “Awards Operating Agent” and “Administrator” for the Competition.

RULES FOR FAN COMPETITION

2. Who Should Apply?

(a) Manufacturers,

or

(b) Associated distributors

of commercially-available fans intended for use on off-grid power systems (e.g., low-voltage DC systems, AC or DC mini-grids) (the “Products”) are invited to submit applications (collectively the manufacturer and any other nominating party are referred to as “Nominators”). All Nominators are responsible for their nominations. For nominations from distributors, a supporting letter from the manufacturer that confirms its support for the Product nomination must be included with the submitted materials. There is no cost to submit a nomination.

Eligible Products must be:

(1) a propeller-bladed fan having two or more blades, and intended for use with free inlet and outlet of air, it may be a table fan or bracket-mounted fan for wall, surface, or ceiling mounting (“table fan”); or

(2) a propeller-bladed fan having two or more blades mounted on a pedestal of fixed or variable height and intended for use with free inlet and outlet of air (“pedestal fan”), or

(3) a propeller-bladed fan having two or more blades, and provided with a device for suspension from the ceiling of a room so that the blades rotate in a horizontal plane. (“ceiling fan”).

All other types of fans (as determined by Administrator in its sole discretion), including multi-function units, are ineligible. To be eligible for the Competition, Products must function safely and effectively and should be designed to function safely and effectively within the voltage swings that are common in solar-charged, battery-based DC power systems. The Administrator anticipates that most Products will be designed for a nominal 12V DC application, but other voltages are eligible. Fans with an integrated power source (i.e. a solar PV panel and/or battery) are not eligible.

Eligible Products (a) must be available for purchase on wholesale or retail markets; (b) must be available for warehouse sampling by the Administrator or a designated agent by February 12, 2016; (c) must be packaged and sold with safe operating instructions; (d) must not be in violation of another manufacturer’s intellectual property; and (e) must be available for sale to consumers, retailers and/or manufacturers separately from a power system.

3. What are the Award Categories?

The Competition will recognize the most energy efficient and highest quality Products in seven categories (individually a “Category,” collectively, the “Categories”):

Table 1: Categories for Off-Grid Fan Award

1. **Small Table Fans** with diameters less than 12 inches (< 305 mm)
2. **Medium Table Fans** with diameters between 12 and 16 inches ($305 \leq x \leq 406$ mm)
3. **Large Table Fans** with diameters greater than 16 inches (> 406 mm)
4. **Small Pedestal Fans** with diameters less than 14 inches (< 356 mm)
5. **Larger Pedestal Fans** with diameters 14 inches or greater (≥ 356 mm)
6. **Small Ceiling Fans** with diameters less than 48 inches (< 1219 mm)
7. **Larger Ceiling Fans** with diameters 48 inches or greater (≥ 1219 mm)

Table 1: Global LEAP Awards Fan Competition Size & Form Factor Categories

	Table Fans	Pedestal Fans	Ceiling Fans
Small Category	< 12 inches (< 305 mm)	< 14 inches (< 356 mm)	< 48 inches (< 1219 mm)
Medium Category	12 ≤ x ≤ 16 inches (305 ≤ x ≤ 406 mm)	N/A	
Large Category	> 16 inches (> 406 mm)	≥ 14 inches (≥ 356 mm)	≥ 48 inches (≥ 1219 mm)

Product size is based on a measurement of the fan blades’ diameter, measuring either from tip to tip or by doubling the radius. Eligible Products must also:

- Include an On/Off switch and adequate instruction as to its use;
- Include a minimum two year manufacturer warranty to cover parts and workmanship defects, serviceable in Bangladesh;
- Pass all safety, workmanship, durability, and environmental test protocols in accordance with the Global LEAP Off-grid Fan Test Method; and
- Not exceed RoHS specifications for the following six (6) toxic substances: Lead (Pb); Mercury (Hg); Cadmium (Cd); Hexavalent Chromium (Cr VI); Polybrominated Biphenyls (PBB); Polybrominated Diphenyl Ethers (PBDE).

The best performer in each Category will be declared the “Winner” for the Category.

4. Competition Period.

The Competition begins at 12:00:01 a.m. Eastern Time (“ET”) on October 1, 2015 and ends at 11:59:59 p.m. ET on January 15, 2016 (“Competition Period”). All nominations must be received in accordance with these Official Rules during the Competition Period to be eligible to win an award. All subsequent nominations will be deemed void and not eligible to enter or win. Administrator’s computer is the official time keeping device for this Competition.

5. How to Enter.

- A. Nomination Form. Nominators must enter the Competition by submitting a completed nomination form (“Nomination Form”) for each nominated model of the Product via the “Nomination Tool” on the website <http://www.GlobalLEAPawards.org>, or entrants unable to submit the Nomination Form online should complete the form offline and submit it and all supporting materials to the Administrator via email at GlobalLEAP@clasp.ngo, or via fax at +1 (202) 750-5601, or via phone at +1 (202) 750-5589, or via post to:

Global LEAP Awards
c/o CLASP
1875 Connecticut Ave NW, 10th Floor
Washington, DC 20009
United States of America

Nominators may submit more than one Product type or model, but a separate application package must accompany each submission.

- B. Other Nomination Information. All other information on the Nomination Form must be completed or the nomination will be deemed void. Nomination Forms must be accompanied by: (i) electronic or print copies of all official marketing materials that make Product performance claims (including print, online, and transcripts of video or voice media); and (ii) an electronic or print copy of the Product user manual and/or safety instructions to end-users; (iii) a photograph of the Product; (iv) a specification sheet that states the Product’s technical requirements, relevant performance factors, and tuner and signal compatibility information; and (v) official documentation of the Product’s warranty. In the case of nominations from distributors, a letter from the manufacturer that confirms their support for the Product’s nomination must be included with the submitted materials. Nominators agree to cooperate with the Administrator to supply other information regarding the Product requested by

Administrator or the nomination will be deemed void. The Administrator shall have the right to place a nomination in another Category at its discretion. By submitting a nomination, all Nominators agree to be bound by these Official Rules. Participation in the Competition is at the sole and absolute discretion of the Administrator. All nominations, including Declarations of Performance, shall become the sole property of Administrator and will not be returned. Nominators agree and acknowledge that the information submitted in or with Nomination Forms do not contain any confidential or trade secret information. The Administrator will use reasonable efforts to maintain the confidentiality of the Nomination Forms during the period of the Competition, but Nominators acknowledge that Administrator does not guarantee that confidentiality will be maintained. Specific test results will be delivered to Nominator. Test results may be used by Global LEAP for market intelligence reporting. By submitting any information in connection with this Contest, Nominators perpetually and irrevocably consent to Global LEAP's (including, without limitation, through the use of third-party testing vendors) collection and public release of any and all testing data and results in connection with the products submitted in connection with this competition and any of Nominator's other products. Nominators may be included in Global LEAP's contact databases and may receive information on Global LEAP's activities and Nominators agree that they want to receive such information. Nominators agree that Global LEAP and the Clean Energy Ministerial may use the winning Products and information regarding Nominators for public information purposes and to promote the Competition.

6. Selection of Award Winners.

- A. Prescreening. A panel of expert judges ("Expert Panel") will pre-screen Nominators and select Product finalists ("Finalists") for each Category. This prescreening will be based upon Product data as provided in the in the Nomination Form. The Administrator will notify Nominators if their Products have been selected as Finalists by email on or before February 12, 2016.
- B. Evaluation of Finalist Products. Finalist Products will be evaluated based on a combination of quantitative and qualitative performance factors as follows:
- Quantitative Factors
 - Power Input
 - Air Delivery
 - Energy Efficiency Value
 - Performance in Under- and Over-Voltage Conditions
 - Performance after Exposure to High Heat and Humidity
 - Total Cost of Ownership

 - Qualitative Factors
 - Quality and Durability (e.g. durability of key fan components, drop resistance, physical ingress protection)
 - Design and Usability
 - Innovative Features/Functions
 - Warranty
- C. Winner Selection Process. Finalists Products will be awarded up to 100 points by means of two parallel assessments.

1. Laboratory Testing: The Products will be tested in accordance with the [Global LEAP Off-Grid Fan Test Method](#), a method developed referencing internationally-accepted test standards.
2. Expert Assessment: A panel of expert judges will evaluate design and usability factors (e.g. options and functionality, look and feel of Product, packaging and instructions, innovative features), overall quality, and truth in advertising.

Winners will be selected in the following way: **Up to 70 points** will be awarded based on a formulaic assessment of the Products' "Product Value Score," which is based on Laboratory Testing results of air delivery, energy performance, and standardized Global LEAP Awards assumptions about Product price, \$/kWh, Product lifetime, and daily usage. **Up to 30 points** will be awarded based on the Expert Assessment.

A Finalist will earn up to eight (8) points "extra credit" if (i) the Finalist comes with a warranty extending beyond two years serviced in Bangladesh, (ii) the Nominator is able to provide a copy of the warranty in English and (iii) the Nominator is able to provide a brief written explanation, in English. The Finalist will earn two (2) point² for every full year beyond the required two (2) years, up to a maximum of eight (8) points and no *pro rata* or rounded points given for durations less full 12-month years.

The Product with the highest score in each Category will be the Winner in that Category.

Product-specific test results will be delivered to that Product's manufacturer.

The Administrator reserves the right to adjust, strike, or redefine any of the programs terms and conditions at any time and for any reason. Should no nominated Product in a given Competition category satisfy the Award competition requirements, the Administrator reserves the right to not name a Winner in that category. Materials submitted for the Awards will not be returned.

- D. Submitting Finalist Products for Verification Testing. Upon receipt of Finalist notification, Nominators must make a minimum of fifty (50) nominated Products available for random warehouse sampling. The Administrator's designated sampling agent will randomly select two (2) nominated Products for testing. The samples will be packaged by the Administrator's sampling agent, and then delivered by the Nominator to their shipping agent of choice.

The cost of shipping samples for testing will be borne by the Nominator. Warehouse sampling must be completed and samples must be received by the Administrator no later than March 11, 2016.

A fee of \$880 USD to cover the cost of Product testing must be paid by the Nominator to the Administrator for each Product named a Finalist. An invoice of total fees due will be emailed along with the Finalist notice. In order to maintain Finalist status, all payments must be received by the Administrator no later than 26 February 2016.

Nominators of Finalists will be invited to attend a Global LEAP ceremony, which will be held in the United States in spring 2016.

In the event that the foregoing sample acquisition process is not feasible, the Finalist shall submit an alternative proposal to the Administrator for obtaining Product samples, which the Administrator may accept or reject in its sole discretion.

7. Awards.

Administrator anticipates that a total of up to seven (7) Winners will be selected, with one Winner in each Product Category.

Awards may not be given if in the Administrator's sole discretion, an insufficient number of nominations were received in a Category. In its sole discretion, the Administrator may award more than one Winner in a Category. The Administrator anticipates that all Winners will be announced in April 2016. A representative from each Winner will be invited to attend an awards ceremony which will be held at 7th Clean Energy Ministerial (CEM7), which is expected to take place in May 2016 in the United States. The Administrator reserves the right to exclude from all Competition promotions any finalist Product that fails or performs poorly in the Laboratory Testing and/or Expert Assessment. Winners and Finalists may be eligible (subject to program parameters) to participate in an affiliated Global LEAP program to promote and incentivize the procurement and distribution of Global LEAP Awards winners and finalists. Further details about this program are forthcoming. For more information, please see an [overview of this program](#).

RULES FOR ALL PRODUCT COMPETITIONS

8. Award Restrictions.

Nominators and Winners acknowledge that the "Global LEAP" mark and all other intellectual property regarding the Competition (collectively, the "Global LEAP Awards IP") are owned by the Administrator. Nominators and Winners agree not to challenge or seek to register any intellectual property associated with the Competition. Winners will be granted a limited personal license to use the Global LEAP Awards IP to advertise and promote the award granted to the specific model of their Product for one year from the date of award. All use of the Global LEAP Awards IP must be in compliance with the guidelines published by Administrator from time to time on the Global LEAP Awards website and attached to these Official Rules and incorporated by reference. Winners agree not to use the Global LEAP Awards IP or make any mention of winning an award that is not consistent with these guidelines and Official Rules, and to immediately cease all inconsistent use upon notice by Administrator. Winners may only promote that an award pertains to the specific Product model winning an award, and may not state or imply that the award applies to other Product models of a Winner. Winners may not use the Global LEAP Awards IP to state or imply that the Administrator or any other entity or person associated with the Competition endorse or are affiliated with the Winner or its Products.

9. Publicity.

Except where and as may be prohibited by law, participation in the Competition constitutes express permission of a Nominator for the Administrator (and those acting pursuant to the authority of the Administrator) to use each Nominator's name and nomination for the Competition in advertising, trade, and publicity purposes for the Global LEAP program and the Competition in all forms of media now known or hereafter discovered or devised, worldwide, in perpetuity, without further notice, review or approval, or compensation.

10. General Conditions.

By participating in the Competition, each Nominator fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all respects. By participating in the Competition, each Nominator waives any right to claim ambiguity in these Official Rules. A Nominator is not a Winner until it has fully complied with these Official Rules. The Administrator reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Competition (in whole or in part) should non-authorized intervention, fraud, or other causes corrupt or affect the administration, security, fairness, or proper conduct of the Competition. In such case, the Administrator may name Winners from all eligible nominations received for the Competition prior to and/or after (if appropriate) the action taken by Administrator or via some other means determined by Administrator in its sole and absolute discretion to be fair, appropriate and consistent with these Official Rules. Administrator reserves the right to disqualify any Nominator it determines, in its sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Competition, (b) defraud the Competition, (c) undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, the Administrator, or representatives of Global LEAP, or (e) act in violation of these Official Rules. In such event, the Administrator reserves the right (in addition to disqualification of such Nominator) to seek damages from any such Nominator to the fullest extent permitted by law. The Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Any entity that enters the Competition through means not permitted by these Official Rules is subject to disqualification. The Administrator is not required to respond to questions about the Competition.

11. General Release and Waiver of Claims.

By entering this Competition, each Nominator hereby releases the Administrator, Global LEAP, and all of their respective parents, subsidiaries, affiliates, advertising agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "Releasees") from: (i) any and all liability, loss, harm, damage, cost, expense, or claims, including third party claims based on publicity and/or privacy rights, defamation, and intellectual property associated with the Nominator or Winner's participation in this Competition, any award associated with this Competition, the use, collection, or release of any and all testing data permitted hereunder, and/or use or misuse of any award in connection with this Competition, including, but not limited to, all reasonable counsel fees and court costs incurred; (ii) anything related to the Competition, or execution of this Competition (or participation therein), including preemption, cancellation, or rescheduling; and (iii) anything that may occur in connection with acceptance and/or use of the award or while participating in the Competition, even if caused or contributed to by the negligence of Releasees.

12. Limitations of Liability.

Neither Administrator's nor any other Releasee is responsible for lost, late, incomplete, stolen, misdirected, illegible, erroneous or incomplete applications. Neither Administrator nor any other Releasee is responsible for any incorrect or inaccurate information, whether caused by Nominator, tampering, or by any of the equipment or programming associated with or utilized in the Competition, and neither Administrator nor any Releasee assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Competition, or for any damage to any computer related to or resulting from participating in the or entity Competition. No responsibility is assumed by the Administrator for lost, late, mutilated, incomplete, illegible, stolen, misdirected, erroneous or delayed entries or e-mail; or for any computer, telephone, cable, satellite, network, electronic or on-line/Internet hardware or software malfunctions, failures, connections, or availability, or garbled or jumbled transmissions, or service provider/Internet/website use, accessibility or availability, or traffic congestion, or unauthorized human intervention, other errors of any kind, including without limitation, testing results, whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or

the failure to capture, or loss of, any such information. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries by such methods. No responsibility is assumed by the Administrator for any incorrect or inaccurate information, whether caused by Nominators, website users, testing organizations, tampering, hacking, Product testing or by any of the equipment or programming associated with or utilized in the Competition; and none of the Releasees assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation of the Competition. IN NO EVENT WILL THE ADMINISTRATOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, COMPETITION, OR ADMINISTRATION OF, THE COMPETITION, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF AN AWARD. WITHOUT LIMITING THE FOREGOING, ALL AWARDS AND THE COMPETITION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY AN NOMINATOR OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Choice of Law.

All United States federal, state, and local laws and regulations apply to the Competition, regardless of region. Nominators agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Competition, or any award, or the determination of the Winners, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition but in no event attorneys’ fees. All Nominators acknowledge and agree that the Competition shall be administered solely in the District of Columbia, United States of America, and that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Nominator and/or Administrator in connection with the Competition, shall be governed by, and construed solely and exclusively in accordance with, the laws of the District of Columbia, United States of America, without regard to conflicts of law/choice of law doctrine of any other jurisdiction, and all proceedings shall exclusively take place in the United States District Court for the District of Columbia. Nominator agrees to the exclusive jurisdiction of such court and waives any right to change of venue or any like right.

14. Copy of Official Rules.

Official Rules may be obtained by visiting Administrator’s website at www.GlobalLEAP Awards.org during the Competition Period. For general inquiries, contact Global LEAP at globalLEAP@clasp.ngo.

15. Copy of Winner’s List.

For a list of Winners visit the website of the Administrator located at www.GlobalLEAP Awards.org.

Administrator: Collaborative Labeling & Appliance Standards Program (CLASP), 1875 Connecticut Ave
NW, 10th Floor, Washington, DC 20009

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GLOBAL LIGHTING AND ENERGY ACCESS PARTNERSHIP (GLOBAL LEAP™) INITIATIVE GUIDELINES FOR USE OF INTELLECTUAL PROPERTY

1. Use of GLOBAL LEAP Marks and References to the Competition.

1.1 Subject to the Official Rules for the Global Lighting and Energy Access Partnership (“Global LEAP”) Outstanding Off-Grid Product Awards Competition (the “Competition”), and using the same capitalized terms as used in the Official Rules unless indicated herein to the contrary, pursuant to these policies and guidelines (“Guidelines”), each Winner shall have a non-exclusive, non-transferrable, restricted, revocable limited right to use and refer to the phrase “**Global LEAP Outstanding Off-Grid Products Award Winner™**” (the “Mark”), solely in a factual manner or context, and solely in connection with materials or activities specifically related to the particular winning Product that (i) have been previously reviewed and approved by GLOBAL LEAP in the first instance; and (ii) must comply with the Guidelines at all times. Once the use of the Mark and GLOBAL LEAP name in materials or activities has been approved by GLOBAL LEAP, subsequent materials or activities that do not alter or modify the use of the Mark or GLOBAL LEAP name need not be submitted for approval. Except upon the prior written consent of GLOBAL LEAP in each instance, the Mark and GLOBAL LEAP name must only be used in association with the Winning Product as submitted in the contest where the model and release number are identical. For the avoidance of doubt, the Mark and GLOBAL LEAP name may not be used in any way or for any purposes whatsoever in connection or association with other non-winning Products or models that vary in any way from the winning Product.

1.2

1.2.1 Any use or reference of the Mark or to the GLOBAL LEAP name beyond use in a factual manner or context (for example, packaging, advertising, marketing materials and/or the Contest entry’s website for the winning Product), shall require the Winner to:

1.2.1.1 obtain written permission from GLOBAL LEAP prior to its use or distribution, including where such approval is contingent on strict adherence to the Guidelines;

1.2.1.2 maintain the quality controls and abide by the minimum standards of quality control provided in the Guidelines; and

1.2.1.3 execute such further documents, assignments, agreements, and instruments and take any further acts as GLOBAL LEAP may deem necessary and reasonably request in order to effectuate these terms.

1.2.2 GLOBAL LEAP will retain all rights, including intellectual property rights, associated with the Mark (and any variants) and the GLOBAL LEAP name and reserves the right to monitor and/or police the use of the Mark or any other reference to GLOBAL LEAP names, marks or trademarks, including without limitation, on any winning Product or other materials associated with the winning Product.

1.2.3 It is understood the Guidelines may be updated and/or modified periodically in GLOBAL LEAP’s sole discretion, and you agree to accept and be bound by any updates and/or modifications. You further agree to abide by your use or reference of the Mark or any other GLOBAL LEAP owned names or marks in a manner expressly consistent with the minimum standard of quality controls specified and as updated and/or modified in the Guidelines.

2. Intellectual Property and Publicity Rights.

2.1 As between the Nominators and GLOBAL LEAP, GLOBAL LEAP is the owner of the service mark/trademark **GLOBAL LEAP**. Nominator acknowledges GLOBAL LEAP's exclusive right, title and interest in and to the GLOBAL LEAP name and will not, at any time, do or cause to be done any act or thing contesting or impairing such rights, titles and interests. Nominator further acknowledge that the sole right granted to a Winner under these Guidelines and the Official Rules is to use the Mark solely and specifically in connection with those materials or activities associated with the winning Product and that are previously approved by GLOBAL LEAP as a result of winning the Competition, and for no other purpose whatsoever. Any and all goodwill that arises from your use of the Mark will inure to the sole benefit of GLOBAL LEAP.

2.2 Nominator agrees not to challenge, oppose, petition to cancel or otherwise attack the validity of the GLOBAL LEAP name or Mark and/or GLOBAL LEAP's ownership thereof. Nominator acknowledges that it has no right, title or interest in the Mark or the GLOBAL LEAP name, and that nothing in these Guidelines or the Official Rules shall be construed as an assignment of any right, title or interest in the Mark or the GLOBAL LEAP name, except the limited right to use and refer to the Mark as provided in this agreement and under these Guidelines.

2.3 Nominator acknowledges and agrees that GLOBAL LEAP has complete authority to control use of the GLOBAL LEAP name or the Mark. Nominator shall use the Mark in strict compliance with the provisions of the Official and in conformity with the Guidelines, as amended from time to time. Should Nominator fail to comply with the Guidelines as outlined in the Appendix, or fail to maintain proper quality controls and/or act, behave and/or do anything to negatively impact the goodwill and/or the GLOBAL LEAP name, GLOBAL LEAP shall have the right in its sole discretion to terminate the rights granted under these Official Rules or Guidelines at any time.

2.4 Nominator acknowledges and agrees that GLOBAL LEAP shall have the sole right and discretion to determine whether any action should be taken to terminate unauthorized use of the Mark or the GLOBAL LEAP name, or settle any proceeding brought by GLOBAL LEAP to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to GLOBAL LEAP.

2.5 By participating in this Competition, Nominator agrees and hereby grant GLOBAL LEAP permission to use statements, quotes, testimonials, photographs, designs, models, and/or any other material(s) provided by you as part of the Competition entry, as well as your name, photograph, likeness, and, if applicable, the name of eligible Nominator's company and affiliation, for advertising, and/or promotional purposes without any additional compensation to eligible contestant unless prohibited by law. Nominator retains ownership of the Products' intellectual property rights in the Competition entry, subject to GLOBAL LEAP's rights to reprint, display, reproduce, perform, and exhibit the Competition entry for advertising and/or promotional purposes. By participating in this Competition, Nominator agrees that any materials we generate in reviewing and accessing the Products is the sole property of GLOBAL LEAP.