

## Project Terms and Conditions

<b>Project:</b>	Hitachi Young Leaders Initiative 2024
<b>Host Country:</b>	Indonesia
<b>Organisers:</b>	<ul style="list-style-type: none"> <li>• Hitachi, Ltd., incorporated in Japan;</li> <li>• Hitachi Asia Ltd., incorporated in Singapore;</li> <li>• PT Hitachi Asia Indonesia, incorporated in Indonesia; and</li> <li>• PT Hitachi Sakti Energy Indonesia, incorporated in Indonesia.</li> </ul>

These Project Terms and Conditions (inclusive of all Appendices) (“**Project Terms**”) apply in respect of the Project described above. By applying for and/or participating in the Project, or otherwise accepting these Project Terms, you agree to be bound by these Project Terms.

### 1. Application of these Project Terms

1.1 These Project Terms shall be read together with any other rules or terms and conditions applicable to the Project, including any undertakings given or terms and conditions accepted separately by you from time to time in respect of the Project.

### 2. Project Rules

2.1 You agree not to engage in any of the following in any form (whether physical, verbal or otherwise) in the course of or in connection with the Project or its related activities:

- (a) disorderly, abusive or threatening behaviour;
- (b) harassment of other participants in the Project or third parties;
- (c) conduct that would be defamatory or reasonably offensive to others (e.g., use of ethnic or religious slurs); and
- (d) any behaviour that would disparage the good name of Hitachi or the Hitachi Young Leaders Initiative.

2.2 You agree to comply with all applicable laws (including, but not limited to, those of the Host Country) and to follow the instructions and guidelines given by the Organisers and their authorised representatives in relation to the Project and its activities.

2.3 You are responsible for ensuring your own safety and security and safeguarding your personal belongings at all times. None of the Organisers or their related companies or service providers shall be responsible for any of the following:

- (a) loss of or damage to your personal belongings or other property;
- (b) personal injury or death, except where such personal injury or death is caused by the Organisers’ negligence; or
- (c) loss, damage, personal injury or death that you cause to any third party,

whether or not such loss, damage, personal injury or death arises out of or in connection with your participation in or attendance at the Project or activities relating to the Project.

- 2.4 The Organisers reserve the right to disqualify, refuse admission to or remove you or any other participant from the Project and/or its related activities at any time in their sole discretion, without any liability to you.
- 2.5 The Organisers reserve the right to change any aspect of the Project at any time without prior notice to you, including but not limited to the Project's name, theme, content, agenda, programme, activities, dates, schedule, hosts, speakers, moderators, and panellists.
- 2.6 The Organisers reserve the right to cancel the Project in their sole discretion due to circumstances beyond their control or not reasonably anticipated by the Organisers.
- 2.7 The Organisers' decisions on all matters relating to the Project shall be final. The Organisers are not obliged to provide any reasons for their decisions.

### **3. Costs and Sponsorship**

- 3.1 Except as otherwise agreed in writing with the Organisers, all costs and expenses that you incur in relation to or arising out of your participation in the Project shall be borne by you.
- 3.2 The Organisers may sponsor part of your costs and expenses for participating in the Project. All such sponsorships are conditional upon your acceptance of and compliance with the terms of the sponsorship (which will be separately provided to you in writing) and these Project Terms.
- 3.3 The Organisers reserve the right to terminate or withdraw any sponsorship provided to you if you breach any of the sponsorship terms or these Project Terms, or if they discover that you have submitted any false or misleading information to the Organisers in your application(s) for or otherwise in relation to the Project.

### **4. Photographs, Audio and Video Recordings**

- 4.1 The Organisers and/or their authorised service providers may take photographs and audio and/or video recordings of you during the Project or other activities relating to the Project (collectively, "**Media**"). These may include, but are not limited to, recordings of interviews conducted with you in your capacity as a participant in the Project. The Media and all rights in them shall belong to Hitachi, Ltd. and Hitachi Asia Ltd.

### **5. Originality of Content**

- 5.1 All write-ups, infographics, essays, images, presentation slides, speeches and other information or materials submitted, presented or otherwise provided by you for the Project (collectively, "**Materials**") must be your original work. They must not plagiarise the works or ideas of others, nor infringe or misappropriate the intellectual property rights (e.g., copyright) of any third party.
- 5.2 Where you include or incorporate any third-party content in the Materials, you must:
  - (a) ensure that you have the necessary licences or permissions to do so; and

(b) properly attribute the relevant content to its source.

5.3 Materials generated by mentors and event helpers (including staff volunteers) for the Project, and all rights in them, shall belong to the Organisers.

## 6. Use of Quotes, Media and Materials

6.1 The Organisers may:

- (a) quote statements given by you in relation to the Project and attribute them to you;
- (b) disclose and/or distribute the Media (as defined in Clause 4); and
- (c) reproduce, modify, disclose, publish and/or distribute excerpts, photographs or recordings of the Materials (as defined in Clause 5),

for the purpose of the Project's activities or to promote or publicise the Project and/or the Hitachi Group and its initiatives. Promotion or publicity may be carried out through, e.g., television broadcast and publication or distribution in print or online media, including (but not limited to) posts on social media platforms (which may in turn be indexed by Internet search engines).

6.2 No compensation will be provided to you for the Media, the Materials or the activities described in this Clause.

## 7. Personal Data

7.1 In this Clause 7, "PDPA" means the Personal Data Protection Act 2012 of Singapore as amended, supplemented or replaced from time to time.

7.2 Appendix 1 sets out examples of the types of personal data that the Organisers or their authorised related companies or service providers may collect from you and/or your designated contact person(s) in connection with the Project and how such data may be used, disclosed and/or processed.

7.3 By applying for and/or participating in the Project, you:

- (a) agree to the collection, use, disclosure and processing of your personal data in accordance with the PDPA and these Project Terms, including Appendix 1; and
- (b) confirm that where you have provided the personal data of other individuals (e.g., referees or emergency contact persons) to the Organisers or their authorised related companies or service providers, you have obtained prior permission from these individuals to do so and for their data to be collected, used, disclosed and processed in accordance with the PDPA and these Project Terms, including Appendix 1.

## 8. Indemnification

8.1 You shall indemnify and hold harmless the Organisers and their respective officers, employees and agents (collectively, "**Indemnified Parties**") from and against any and all actions, claims, demands,

losses, liability, damages, statutory penalties, fines, expenses and costs (including legal costs on an indemnity basis) arising out of or in connection with any breach by you of these Project Terms.

**9. Disclaimers; Limitation of Liability**

- 9.1 Views presented by hosts, panellists, speakers, student delegates, guests or other participants in the Project are their own and do not necessarily represent the views of the Organisers. The Organisers shall not be liable in any way for the views, acts or omissions of such persons.
- 9.2 The Organisers make no representations or warranties, whether express, implied or statutory, relating to the Project or its related activities or any views, information or materials presented during the Project. Reliance on any such views, information or materials is strictly at your own risk.
- 9.3 To the fullest extent permitted by applicable law, none of the Organisers or their related companies or service providers shall be liable to you in any way:
- (a) in respect of any accommodation, flight or other transport, insurance or visa application arranged by any of them for you or on your behalf in connection with the Project, nor for any error, inaccuracy or omission in carrying out such arrangements.
  - (b) for any direct, indirect, special, punitive, incidental or consequential loss or damages (including loss of profits, loss of data or loss of amenity) arising out of or in connection with the Project, its related activities or any of these Project Terms, even if they have been advised of the possibilities thereof in advance.

**10. Governing Law and Dispute Resolution**

- 10.1 These Project Terms shall be governed by and interpreted in accordance with Singapore law.
- 10.2 You agree to submit to the non-exclusive jurisdiction of the Singapore courts for any dispute arising out of or in connection with your participation in the Project or any of the matters covered herein.

**11. Miscellaneous**

- 11.1 The Organisers reserve the right to revise these Project Terms without prior notice to you. You may determine whether any such revision has taken place by referring to the version date of these Project Terms.
- 11.2 These Project Terms are solely for the benefit of you and the Organisers and are not intended to confer any benefits on, or create any rights or remedies in favour of, any third party, except for the Indemnified Parties (as defined in Clause 8).

[Appendix 1 follows]

## **Appendix 1**

### *Personal Data*

1. In these Project Terms: “**personal data**” means data, whether true or not, about an individual who can be identified from: (a) that data; or (b) that data and other information to which the Organisers have or are likely to have access.

2. The Organisers may collect your personal data, as well as the personal data of other individuals that you provide (e.g., referees or emergency or alternative contact persons), in connection with the Project. They may also authorise or engage their related companies or third-party service providers, whether in Singapore or abroad, to do so for them. Personal data collected by or for the Organisers in connection with the Project is referred to below as “**Personal Data**”.

3. The types of data collected will vary depending on your connection with the Project (e.g., whether you are a student applicant, student delegate, speaker or panellist, mentor, event helper or guest for the Project or attending the Project in some other capacity). Such Personal Data may include, e.g.:

- (a) your name and contact details (e.g., phone number, email address);
- (b) your country of residence, nationality, job title or course of study and/or organisational affiliation (e.g., university or company);
- (c) your emergency or designated contact person’s name, contact details and/or relationship with you;
- (d) your age, sex (as per official identification documents), residential address and/or passport and national ID information;
- (e) your social media account(s) (e.g., LinkedIn);
- (f) if you are a student applicant for the Project who has provided referees in your application, your referees’ names and contact details;
- (g) your academic results, certifications, proficiencies and/or achievements, and/or if you are a speaker or panellist for the Project, your speaker profile (which may include biographical data);
- (h) your medical conditions and dietary restrictions, if any;
- (i) your vaccination status and details, and the results of rapid diagnostic tests for infectious diseases; and/or
- (j) photographs and/or audio or video recordings.

4. The purposes for which Personal Data may be collected, used, disclosed and/or processed by the Organisers are as follows (collectively, “**Purposes**”):

- (a) purposes relating to the Project. These include, but are not limited to:

- (i) assessment and evaluation of your suitability to be a student delegate or mentor for the Project, where you have submitted an application or been nominated to be one;
- (ii) communication with you in relation to the Project, e.g.:
  - (A) notifying you of the outcome of your application to be a student delegate for the Project, where applicable;
  - (B) contacting you regarding the Project's programme arrangements;
  - (C) post-Project communications or follow-ups; and/or
  - (D) communications regarding matters addressed in these Project Terms;
- (iii) administrative arrangements for participants in the Project. This may include, where applicable:
  - (A) arrangement of meal(s) for you and other participants;
  - (B) arrangement of local accommodation for you in the Host Country;
  - (C) travel arrangements for you to and from the Host Country and/or the premises and facilities where the Project will be held, such as flights, local transport, visa application and/or travel insurance; and/or
  - (D) procuring access for you to the various premises and facilities where the Project and its related activities will be held;
- (iv) organisation and facilitation of Project activities for participants in the Project. For student delegates, this includes (but is not limited to) the disclosure of your name, country of residence or nationality and contact details to your designated mentor for the Project and other student delegates to facilitate the completion of group assignments;
- (v) promotion or publicity of the Project and/or the Hitachi Group and its initiatives to third parties. Specifically, for this purpose:
  - (A) the following personal data of participants in the Project may be publicly disclosed by television broadcast or publication or distribution in online or print media, including (but not limited to) posts on social media platforms (which may in turn be indexed by Internet search engines) or by other means:
    - (I) your name and nationality or country of residence;
    - (II) your image, voice and/or video;
    - (III) your organisational affiliation and job title or course of study; and/or

(IV) if you are a speaker or panellist for the Project, your speaker profile;

and

(B) your social media account(s) may be tagged in social media posts (whether public or private) relating to the Project and/or the Hitachi Young Leaders Initiative, unless you have expressly informed the Organisers that you wish to opt out of this in writing (e.g., by indicating in your registration or application or confirmation form submitted for the Project that you do not wish to be tagged) or subsequently withdrawing your consent to such tagging in the manner described in Paragraph 7 below;

and

(vi) facilitation of contact tracing and other response measures in the event of an emergency, such as an outbreak of COVID-19;

(b) maintenance of the Hitachi Young Leaders Initiative (HYLI) alumni network, if you are a student delegate for the Project who has opted to join the HYLI alumni network. This includes, e.g.:

(i) sending of electronic communications, updates and invitations relating to HYLI-related activities and events to you; and

(ii) updating, from time to time, of the information that you have provided to us;

(c) compliance with applicable law or with a lawful request, directive or advisory guideline issued by a governmental or regulatory authority; or cooperation with or assistance in any law enforcement or investigation conducted by a governmental or regulatory authority; and

(d) where relevant, the purposes stated in the Hitachi Asia Privacy Terms and Conditions available at <https://www.hitachi.com.sg/utility/privacy/index.html> (or any successor website), as modified from time to time ("**HAS Privacy Terms**").

5. The Organisers may authorise or engage their related companies or third-party service providers, whether in Singapore or abroad, to carry out activities or services for the Organisers that involve the access to or collection, use, disclosure and/or processing of Personal Data by these related companies or service providers for any of the Purposes. These related companies and third-party service providers are collectively referred to below as "**Authorised Providers**".

6. The Organisers and Authorised Providers may disclose the Personal Data:

(a) as expressly described in the Purposes above (e.g., publicly in accordance with Paragraph 4(a)(v) of this Appendix 1); or

(b) to each other for any of the Purposes.

7. For more information about Hitachi Asia Ltd.'s data protection policy, including how to submit a request to:

- (a) access a copy of or correct the Personal Data which the Organisers hold about you, or access information about how your Personal Data has been used or disclosed within the 1 year preceding your request; or
- (b) withdraw your consent to the continued use and disclosure of your Personal Data for any or all of the Purposes,

please refer to the HAS Privacy Terms, as defined in Paragraph 4(d) of this Appendix 1.

[End of Appendix 1]