

## **Terms & Conditions for Energy Transition Conference 2023, Kuala Lumpur Convention Centre- Powered by TNB**

These terms and conditions apply to attendees, delegates and visitors who have registered for, and attendance at Energy Transition Conference (“Event”) organised by **Tenaga Nasional Berhad** (referred to as “TNB”).

As a potential delegate and visitor to the Event (referred to as “you/your”), please read these terms and conditions carefully as they contain important information which may have legal consequences and will affect your legal rights and ability to bring future legal actions. By submitting your registration and/or by attending the Event, you agree to be bound by these terms and conditions.

If you register on behalf of a company or other organisation (the “Company”), you confirm that you have authority to agree to these terms and conditions on behalf of the Company. You shall also ensure that any persons from the Company attending the Event are made aware of and shall be bound by these terms and conditions.

1. Your registration (whether submitted directly by you or on your behalf) constitutes an offer by you to TNB to attend the Event in accordance with these terms and conditions. All registrations are subject to acceptance by TNB. Registration is deemed to be completed once full payment of the registration fee has been successfully paid in accordance to the payment terms. Upon receipt of the payment of the registration fee, an E-ticket for the Event will be emailed to you. If you do not receive the E-ticket upon successful registration, please contact [theetconference@tnb.com.my](mailto:theetconference@tnb.com.my). Your entrance to the Event will only be allowed if you have the original E-ticket. If your registration is received and completed only at the Event itself, it will be confirmed by the act of TNB permitting you entrance to the Event. TNB reserves the right to refuse to accept any registration.
2. Your registration is issued for your personal use only. You may not sell or otherwise transfer your registration to others without TNB’s written consent.
3. TNB reserves the right at any time to change the format (including, without limitation, from a physical Event to a virtual Event and vice versa), content, location, venue, opening hours, duration, dates, other timings, participants, speakers and/or any other aspect of the Event, in each case without liability. TNB reserves the right to withdraw any registration after confirmation without liability.
4. Save as expressly set out in these terms and conditions and/or as may be otherwise expressly advised as part of the particular Event’s registration process: (a) your registration for the Event is irrevocable and you have no rights to cancel your registration without TNB’s written consent, and (b) any registration fees you have paid will not be refunded for any reason.
5. TNB reserves the right to cancel or change the date(s) of the Event at any time and for any reason (whether or not due to causes beyond TNB’s reasonable control). In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled opening date of the Event, or where the Event is cancelled but is reasonably expected by TNB to be held at any time in the next calendar year, then, unless TNB notifies you otherwise, your registration will be

deemed to be valid for the Event on the new date(s) in the same way that it would have applied to the originally scheduled Event and no refund of any paid registration fees will be issued. Where the Event is cancelled in its totality and is not reasonably expected by TNB to be held in the next calendar year, then your registration will no longer be deemed to be valid for the Event (or the cancelled portion of the Event, as applicable) and, at your election, any paid registration fees for the Event will be refunded within 30 days for the same, and you will be released from paying any further amount of registration fees for the Event. Service charges are non-refundable. You acknowledge and agree that the provisions of this paragraph set out your sole remedy in the event of cancellation of the Event or the changing of the date(s) of the Event and all other liability of TNB is hereby expressly excluded.

6. Personal arrangements, including, without limitation, travel and accommodation, are at your own expenses and risk and TNB will not be liable for any costs relating to such arrangements, even if the Event is cancelled or moved to the new date(s).

7. The Event, whether physical or virtual, are principally directed at business professionals. They are generally not intended for children under the age of eighteen (18). Without limitation to the foregoing, there may be some areas of the Event where it is inappropriate or impractical for children under the age of eighteen (18) to be present (for example, during executive conference workshops) and TNB reserves the right at any time to restrict entry to such areas accordingly.

8. TNB reserves the right without liability to refuse admission to, or to eject/block from, the Event (whether physical or virtual) any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who, in the opinion of TNB, represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by TNB, the venue owners, security personnel and/or management at the Event.

9. You are not allowed to film, sound record and photograph the Event. **All unauthorised filming, sound recording and photography of the Event, and all unauthorised transmission of audio or visual material at the Event, by you is expressly prohibited.** You agree: (a) to surrender to TNB or destroy on demand any material in whatever media recorded in violation of this paragraph, (b) that the copyright and other intellectual property rights in any such material shall vest in TNB unconditionally and immediately on the creation of such material, and (c) unconditionally to hold TNB and all entities within TNB Group (as well as any employees or other representatives of the same) harmless against any claims made in respect of such unauthorised activities.

10. You consent to filming, sound recording and photography at the Event, which may include, without limitation, filming, sound recording and photography featuring your image (the "Content"). You acknowledge and agree that TNB is the sole and exclusive owner of all rights, title and interest in the Content and hereby waive any and all: (a) rights in and to such Content, and (b) claims that you may have relating to or arising from the Content and/or its use. Without limitation, TNB shall be permitted to use the Content anywhere in the world and in any media platform (whether electronic or printed) for promotional and other purposes, without any royalty, payment and/or compensation.

11. **For Mobile App:** (a) you agree that you will be provided an access to the Event's mobile application (the "Mobile App") made available by TNB to facilitate participation in the Event. TNB does not guarantee that the Mobile App will operate continuously, securely or without errors or interruption, and we do not accept any liability for its temporary unavailability. TNB does not guarantee that the Mobile App and/or any content thereon (including, without limitation, any content available for download) will be free from viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties. You must not attempt to interfere with the proper working of the Mobile App (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device). You shall, at all times, be responsible for using of any personal and/or third party's device including computer, mobile phone and/or tablet to obtain access to internet and to the Mobile App at your own risk and expense. You are also responsible for your own personal and/or third party's device antivirus, firewalls and security measures to prevent any unauthorized access to your barcode, username and password. You shall be responsible for your own personal data that you choose to disclose while using the Mobile App. You agree to comply with the Mobile App's terms of use indicated on the Mobile App, (b) TNB do not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the Mobile App and TNB shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Mobile App or any website or other resource referenced therein, (c) You will be given a designated link to log in into the Mobile App and the designated link is confidential and remain the property of TNB at all times and may not be sold, assigned or transferred to any third party without TNB's prior written consent. The designated link is personal to you and you hereby agree that you will not permit others to use your designated link and you will be and remain liable for the acts of any person using your designated link or access to the Mobile App, (d) any posts, messages or other materials, information or data you supply or upload to the Mobile App (collectively, "Materials") will be considered non-confidential and non-proprietary, and TNB has the right to use, copy, distribute and disclose to third parties any such Materials for any purpose. TNB reserves the right, at TNB's sole discretion, to edit or remove postings to any message boards on the Mobile App and delete or use electronic methods to block or filter any Materials at TNB's discretion, but TNB shall not have any obligation to do so. You shall not make libellous postings or any postings that are illegal, immoral, violating any law of any jurisdiction, or infringe the intellectual property rights of any third party. TNB shall not be responsible for monitoring Materials for compliance with law, (e) you may use the Mobile App solely for the purpose of the Event. Without limitation, you shall not (i) download, store, reproduce, transmit, display, copy, distribute, exploit or use the Mobile App and/or any content thereon for your own commercial gain, (ii) use the Mobile App and/or any content thereon in any manner other than in compliance with law, these terms and conditions and the terms of use as indicated in the Mobile App, (iii) infringe TNB's intellectual property rights or those of any third party in relation to your use of the Mobile App and/or any content thereon, (iv) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation, and/or (iv) knowingly transmit, send or upload any data that contains viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties, and (f) TNB is under no obligation to oversee, monitor or moderate any interactive service that is provided on the Mobile App and, without limitation, TNB expressly excludes all liability for any

loss, injury or damage whatsoever arising from the use of any interactive service by any user, whether the service is moderated or not.

12. You expressly assume all risks associated with, resulting from or arising in connection with your participation in and/or attendance at the Event. TNB does not make any warranty as to the Event in general, including, without limitation, in relation to: (a) the presence, absence or location of any speaker, exhibitor, partner, or attendee, (b) the number of speakers, exhibitors, partners or attendees, and/or (c) the benefit or outcome (commercial or otherwise) that you may achieve as a result of attending the Event. All indemnities, warranties, representations, terms and conditions (whether express or implied) except as set out herein and/or as may be otherwise expressly advised as part of the particular Event's registration process are excluded. TNB and all entities within the TNB Group (as well as any employees or other representatives of the same) exclude all liability for any loss, injury, disease or damage whatsoever that you may suffer in connection with or arising from the Event whether direct, indirect, consequential, special, incidental or punitive loss, injury or damage (including, without limitation, injury or disease to persons, property damage, theft, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss, injury or damage) or otherwise. For the avoidance of doubt, TNB shall not incur any liability whatsoever for any services and products displayed or sold by any exhibitor or partner at the Event. The liability of TNB under these terms and conditions, if proven in court, shall be limited to the registration fee paid by you for the Event. The limitations and exclusions in this paragraph only apply to the extent permitted by Malaysian law.

13. The rights and remedies of TNB are cumulative and are not exclusive of any rights and remedies provided by Malaysian law and may be waived only in writing and specifically. Any delay or failure to exercise any right or remedy is not a waiver of the same.

14. TNB reserves the right to amend these terms and conditions (without notice) from time to time and you will be subject to the terms and conditions in force at the time that the Event is held. You are advisable to visit these terms and conditions on a regular basis in the Event's website and by attending the Event, it shall be deemed that you agree to be bound by the amended terms and conditions as posted on the Event's website.

15. These terms and conditions are governed by Malaysian law and the parties submit to the exclusive jurisdiction of the courts in Malaysia.

16. It is your sole responsibility to arrange the relevant personal insurance appropriate or necessary in connection with your attendance at the Event. Whilst TNB may assist you in your personal arrangements, including, without limitation, travel and accommodation, you agree that they are all done at your own expenses and risks and the arrangements shall be between you and the relevant third party service provider who will manage such arrangements. TNB shall in no event be liable for such arrangement that you may have with the third party service provider.

**17. COVID-19: Event Attendance Disclaimer**

In light of the global pandemic situation, TNB has taken preventative measures in order to ensure the safety of our delegates, partners and members of staff thus reducing the risk of spreading the virus.

As such, you are required to adhere to the following measures:

- (i) Do not attend if you are displaying signs or symptoms of COVID-19 (these typically include fever, cough, and shortness of breath).
- (ii) You are certain that you have not been exposed to someone with a suspected and/or confirmed case of COVID-19.

TNB shall have the right to reject your entrance to the Event or to instruct you to leave the Event, without any liability on part of TNB, in the event TNB has a reasonable opinion or proof that you do not adhere to the above measures. TNB will continue to monitor the situation and official updates on government guidance with respect to COVID-19 and as a result, please bear in mind that the Event may be affected by this and could be moved to another dates or to just being delivered virtually in the unfortunate circumstance that it is unable to be held physically. Please review this disclaimer on a regular basis, as it is your responsibility to stay informed of updates. TNB accepts no liability for any illness, Covid-19 related or otherwise, that may subsequently be contracted after the Event.

#### **18. Disclaimer for Activities**

You should consider carefully whether or not you will be able to participate in any activities offered as part of the delegate or visitor programme. TNB warns that some activities may be physically demanding and/or carry inherent dangers. You understand that some exercise-based activities may be a risk to your physical health and safety if you do not perform them correctly. You accept that, if a visitor programme exists for the Event you are attending, it is entirely your responsibility to decide whether or not participation in any activity offered as part of the visitor programme is appropriate to your capabilities, aptitude, fitness and health. If you have any concerns about your capabilities, aptitude, fitness and/or health to participate you should consult with (and follow the recommendations of) a medical professional prior to engaging in any activity. If at any time during any activity you feel unwell or consider that it is unsafe for you to continue, please stop the activity immediately and seek appropriate advice. You also accept that it is entirely your responsibility to observe all health and safety requirements and instructions that you may be given in relation to activities. TNB and all entities within TNB Group (as well as any employees or other representatives of the same) exclude all liability for any loss, injury, disease or damage whatsoever that you may suffer in connection with or arising from your participation in any activities offered as part of the delegate or visitor programme (including, without limitation, any activities held outside of, or incidentally to, the main Event that you are attending), whether direct, indirect, consequential, special, incidental or punitive loss, injury or damage (including, without limitation, injury or disease to persons, property damage, theft, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss, injury or damage) or otherwise. The limitations and exclusions in this paragraph only apply to the extent permitted by Malaysian law.