

Aon Best Employers Asia 2018

Terms and Conditions

A. Background

The Aon Best Employers Asia 2018 is designed to provide insights into how organisations create competitive advantage through their people, to explore what makes a workplace of choice, and to identify a list of Aon Best Employers in Asia.

During the data collection phase of the study, organisation agreeing to participate (“Participating Organisations”) will be required to complete three diagnostic tools, proprietary to Aon Hewitt:

- Employee Opinion Survey (EOS) – a questionnaire which employees of Participating Organisations will answer to measure engagement and satisfaction levels
- CEO Questionnaire (CEO) – a questionnaire to be completed by their CEO, to collect views on the business and people perspective of the organisation
- People Practices Index (PPI) – a questionnaire about HR practices, to be completed by the HR function

An interview with the CEO of Participating Organisations is part of the study, to understand the CEO’s views on the alignment between the business and the HR practices of the Participating Organisation. In addition, an HR audit may be conducted after receipt of the completed PPI.

An external judging panel will identify Aon Best Employers in each country and the list of Aon Best Employers will be announced as per the schedule in your market.

B. Terms and Conditions

1. Eligibility

- 1.1. All participants to the programme using this participation option, must meet the eligibility criteria as follows:

- have 50 or more full-time equivalent (FTE) employees in the country in which the organisation is participating;
- have been in business for three or more years in the country in which the organisation is participating; and

2. Methodology

- 2.1. The criteria for identifying Aon Best Employers are based on findings and methodology as devised by Aon through 17 years of conducting the Aon Best Employers programme in Asia, as well as the independent assessment by an external panel of judges.
- 2.2. The criteria are available on our website: apac.aonhewitt.com/BestEmployersAsia. Aon recommends that each Participating Organisation reviews and makes an independent assessment of the criteria prior to participation. Aon is only responsible for administering the programme based on these criteria.
- 2.3. While research from the Aon Best Employers programme over the past 17 years has demonstrated that the criteria correlates positively with business performance measures, it is acknowledged that high scoring against the criteria only contributes partially to an organisation’s business performance. Business performance is a result of multiple contributing factors and circumstances.

3. Delay or Error in Provision of Information or Data

- 3.1. A Participating Organisation that does not provide the required specified information

to Aon by the timeframes set out at the start of the project, or provides erroneous information, may not be able to keep their survey activation date of choice or may not fully complete all data collection tools and/or may be required to withdraw from the Aon Best Employers programme or may not be included in the judging of Aon Best Employers. In this event, a fee may be incurred by the Participating Organisation as outlined in clause 6.3 below.

4. Data Collection

4.1. A Participating Organisation shall provide a list of email IDs (without names or any unique identifier) of all employees for the employee opinion survey. The survey invite shall be shared with selected employees of your organisation based on random sampling. The email IDs will remain confidential with Aon and not be used for any other activity.

4.2. A Participating Organisation shall provide CEO and HR leader's email ID for data collection during the survey. Aon will also use these email IDs for the purpose of sending invitations to the Aon Best Employers Asia Network, and to share research updates.

5. Response Rates

5.1. The following minimum responses are required for the production of reports:

- Engagement scores available for groups of 10 people or more;
- Positive perception scores available for groups of 10 people or more;
- Impact Model available for groups of 30 people or more

6. Participation Fee

6.1. The fee for participating in the Aon Best Employers Asia 2018 is dependent on the country selected. For enquiries on the fees, please contact your local Aon consultant. The participating fee is payable in full within seven (7) business days of acceptance of these terms and conditions.

6.2. This participation fee includes:

- Provision of three survey tools (Employee Opinion Survey, CEO Questionnaire, People Practices Inventory) for the collection of data;
- Reports as specified on website: apac.aonhewitt.com/BestEmployersAsia
- Consulting advice as specified on website: apac.aonhewitt.com/BestEmployersAsia

6.3. Withdrawal from the Aon Best Employers Asia 2018 after acceptance of these terms and conditions may incur a fee as follows:

- No fee incurred: If withdrawal occurs before any data collection or programme related processes are initiated by Aon;
- 50% of participation fee payable: If withdrawal occurs before the commencement of survey period for Participating Organisation; and
- 100% of participation fee payable: If withdrawal occurs after the survey period commences.

6.4. Participating Organisation shall receive any report, membership to Aon Best Employers Network only after paying the participation fee in full to Aon Hewitt.

7. Confidentiality

7.1. For the purposes of this agreement, "Confidential Information" includes the terms of this agreement and all documents, materials and tools associated with it.

7.2. Aon and the Participating Organisation ("the Parties") will use reasonable efforts to cause its respective agents, employees, and representatives to minimise distribution and duplication and prevent unauthorised disclosure of the Confidential Information. The Parties agree that only respective employees who have a need to know the Confidential Information will have access to Confidential Information.

7.3. Confidential Information does not

include information if and to the extent such information:

- is or becomes generally available or known to the public through no fault of the Parties;
- is required by law to be disclosed by the Parties as part of a judicial process, government investigation, legal proceeding; or
- has already been or is independently acquired or developed by the Parties without violating these terms and conditions or other obligation to the party who disclosed the Confidential Information.

8. Publicity

- 8.1. In the event any Participating Organisation is listed as an Aon Best Employer, Aon shall grant to such Participating Organisation a non-exclusive, non-transferable and non-sub-licensable right to use the “Aon Best Employers” logo only in the manner prescribed by Aon on its publicity and communications materials, internal or external, digital or print, for a period of two years from the date of announcement of Aon Best Employers list by Aon Hewitt. The Participating Organisations shall ensure that the “Aon Best Employers” logo is hyperlinked to the Aon Best Employers website homepage (apac.aonhewitt.com/BestEmployersAsia) in all communications campaigns published by the Participating Organisation. Where the communication is in print format, a reference to the Best Employers website homepage (apac.aonhewitt.com/BestEmployersAsia) be provided alongside the “Aon Best Employers” logo.
- 8.2. In the event any Participating Organisation is listed as an Aon Best Employer, Aon shall be entitled to share such organisation’s best practices, business and employee strengths with the media. Such listed organisations shall co-operate with Aon

and grant interviews to such media agencies that are referred to them by Aon.

- 8.3. In the event any Participating Organisation is listed as a Best Employer, Aon would prepare a case study on the company’s best practices using survey data. This said case study would include the name (along with company logo), best practices, business and employee strengths that Aon deems appropriate for publication and shall be distributed/presented to general audience without any prior consent of the Participating Organisation. Further, Aon may publish/present the case study in a format it may at its sole discretion deem appropriate.

9. Warranty

- 9.1. All reports, products, services and information provided by Aon to a Participating Organisation in the Aon Best Employers Asia 2018 shall be provided on an “as is” basis without warranty of any kind, express or implied, including but not limited to, the implied warranties of fitness for a particular purpose and non-infringement.

10. Liability

- 10.1. In no event shall Aon be liable to the Participating Organisation or any third party for, and the Participating Organisation hereby waives the right to claim any direct or indirect or special, incidental or consequential damages and/or action, costs, in connection with or arising from errors, omissions, delays or other cause of action that may be attributable to such organisation’s use of any product, support, information or software (except for breach of valid intellectual property rights of a third party in Asia) from the apac.aonhewitt.com/BestEmployersAsia website, including but not limited to, lost profits, or lost data.
- 10.2. In no event would Aon be liable to any Participating Organisation or any third

party and the Participating Organisation hereby waives the right to claim any damages for such parties not being satisfied with the results or judging criteria used by Aon and/or external judging panel for the award of the Aon Best Employers or “Best of the Best” Awards.

- 10.3. Participating organisation recognises that participation in the Best Employers is voluntary and Aon will not be liable to a Participating Organisation or any other person or body for, and the Participating Organisation hereby waives the right to claim any direct or indirect losses, consequential or incidental damages, third party claims or loss of profits, revenue, goodwill or opportunities in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to Aon’s negligence, breach of these terms and conditions, breach of any law, in equity or otherwise relating to the subject matter of this agreement.

11. Intellectual Property

- 11.1. Aon’s liability for any breach of any intellectual property rights of any party in Asia from the apac.aonhewitt.com/BestEmployersAsia website shall be limited to the amount of fee received by Aon from the relevant Participating Organisation as at the date the claim is made against Aon.
- 11.2. All documents, text, questions, references, images, programmes, source code or other materials whatsoever contained in, or supplied by Aon in whatever form including through the apac.aonhewitt.com/BestEmployersAsia website are the protected intellectual property of Aon.
- 11.3. Except as explicitly allowed under each specific copyright or license, these materials may not be disclosed to any third party or reproduced in whole or in part, in any form or by any means, including

but not limited to photocopy, electronic storage and retrieval, or translation into any other language, without the express written consent of Aon.

12. Governing Law

- 12.1. These Terms and Conditions shall be governed by the laws of the country in which the programme will take place. In the event of any dispute in connection with Aon Best Employers Asia 2018 programme or in any way relating hereto or arising therefrom or any term, condition or provision herein mentioned or the construction or interpretation thereof the same shall be subject to the jurisdiction of the courts in the country the programme will take place.

13. Right to Refusal

- 13.1. The Participating Organisation agrees that Aon reserves the right, at its sole and absolute discretion, to reject the registration of any applicant from the programme without assigning any reasons therefore.
- 13.2. The Participating Organisation further agrees that Aon may, in its absolute discretion, change any terms and conditions for participation in the Aon Best Employers event if Aon becomes aware of any law or any direction is given by any regulators which renders any of the terms and conditions illegal or in the opinion of Aon impracticable or inadvisable for the Participating Organisation to participate in the Aon Best Employers event in accordance with the terms and conditions set out herein. The decision of Aon in such event shall be final and binding upon the Participating Organisation and the Participating Organisation acknowledges and agrees that Aon shall be under no liability to it pursuant to this Clause or otherwise.