



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

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**2013 Off-Grid Lighting Competition  
Official Rules**

# **Global Lighting and Energy Access Partnership (Global LEAP™) 2013 Off-Grid Lighting Awards Competition “Official Rules”**

## **1. Description.**

The Global Lighting and Energy Access Partnership (Global LEAP™) Outstanding Product Awards Competition (the “Competition”) seeks to transform the global market for off-grid lighting products by recognizing and rewarding the most efficient, highest quality light-emitting diode (LED) lighting products. As a Clean Energy Ministerial initiative, Global LEAP seeks to advance global climate and energy access policy goals by harnessing marketplace competition and encouraging technical and market innovations in the off-grid product sector. Global LEAP unveiled plans for the first international competition to recognize the world’s most efficient, highest quality off-grid LED lighting and television products at the third Clean Energy Ministerial in April 2012. The first round will focus on super-efficient LED off-grid lighting applications, which offer significant energy access, environmental and economic development benefits to off-grid populations; subsequent rounds will cover different product categories. 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 LED COMPETITION**

## **2. Who Should Apply?**

(a) Manufacturers,

or

(b) Resellers (private labelers)

or

(c) Associated distributors

of commercially-available LED lighting applications compatible with use on low voltage (e.g., 12 volt) direct current (DC) off-grid power systems (the “Products”<sup>1</sup>) are invited to submit applications

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<sup>1</sup> Eligible Products include LED lamps (“light bulbs”) or LED luminaires (“fixtures”) as defined in Illuminating Engineering Society/Approved American National Standard RP-16-10 (IES RP-16-10). To be eligible for the Competition, Products must function safely and effectively on DC power systems ranging between 4 and 20 volts, include an integrated driver, and be in accordance with relevant international standards (e.g. IEC 60061-1). Eligible Products: (a) must be available for purchase in quantities of 1,000 or more on wholesale or retail markets; (b) must be available for warehouse sampling by the Administrator or a designated agent by November 8, 2013; (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

(collectively the manufacturer and any other nominating party are referred to as “Nominees”). All Nominees are responsible for their entries. 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 or to Nominees.

### 3. What are the Award Categories?

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

**Table 1: Categories for Off-Grid Lighting Award**

	<b>Standard Output</b>	<b>Higher Output</b>
<b>“Standard” LED Bulb Category<sup>2</sup></b>	Emitting between 50 and 200 lumens	Emitting greater than 200 lumens
<b>Ambient Indoor Lighting Fixtures w/ Integrated Light Source<sup>3</sup></b>	Emitting between 100 and 300 lumens	Emitting greater than 300 lumens
<b>Directed Task Lighting w/ Integrated Light Source<sup>4</sup></b>	Emitting between 50 and 200 lumens	Emitting greater than 200 lumens

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 February 12, 2013 and ends at 11:59:59 p.m. ET on October 11, 2013 (“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 applications 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. Nominees must enter the Competition by submitting a completed Nomination Form (see Attachment A incorporated in these Official Rules by reference) for each nominated model of their Product via the website <http://www.GlobalLEAPawards.com>, via email to the Administrator at [GlobalLEAP@clasponline.org](mailto:GlobalLEAP@clasponline.org), or via post at the following address:

Global LEAP Awards  
c/o CLASP  
2021 L Street NW, Suite 502  
Washington, DC 20036

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a power system. Products that include lights and/or lanterns with integrated batteries and/or power sources are NOT eligible. Solar portable lanterns are also ineligible.

<sup>2</sup> Integrated LED lamps as defined in IES RP-16-10

<sup>3</sup> As defined in IES RP-16-10

<sup>4</sup> *Ibid.*

United States of America

The information submitted on the Nomination Form shall include:

- (a) a binding declaration and representation of the Product model's power consumption such that all model units of the Product available for sale will consume power that is less than or equal to the reported value. Performance claims shall not represent average Product performance or best possible Product performance. Rather, the declaration must set forth the worst-case performance values such that each unit of the Product model will meet the stated power performance values regardless of variations in manufacturing and materials tolerances. For reporting purposes for the Competition, all reported power values greater than 1.0 W shall be reported to the nearest 0.1 W. Power consumption values less than 1.0W shall be reported to the nearest 0.01 W;

and

- (b) a binding declaration and representation of luminous output such that all model units of the Product available for sale will emit lumens greater than or equal to the reported value. Performance claims shall not represent average Product performance or best possible Product performance. Rather, the declaration must set forth the worst-case performance values such that each unit of the Product model will meet the stated power performance values regardless of variations in manufacturing and materials tolerances. For reporting purposes for the Competition, all reported lumen values shall be reported to the nearest 1l;

and

- (c) a binding declaration and representation of Product voltage;

and

- (d) a representation of the Product's brightness settings;

and

- (e) a binding declaration and representation of the Product market information, including the wholesale price of 1000 units in \$USD, a list of countries where more than 500 units have been sold in the last twelve months (as of the Nomination Form's submission), and a list of certifications and/or awards received by the Product.

- B. Other Nomination Information. All other information on the Nomination Form must be completed or the application will be deemed void. Nomination Forms must be accompanied by two (2) Product samples, per instructions in the Competition Overview and Nomination Form, or the nomination will be deemed void. Nominations must be accompanied by electronic or print copies of all official marketing materials that make Product performance claims (including print, online, and transcripts of video or voice media) or the nomination will be deemed void. Nominations must be accompanied by an electronic or print copy of the Product user manual and/or safety instructions to end-users or the nomination will be deemed void. Nominees 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 Nominees 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. Nominees agree and acknowledge that the 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 and any test data, but Nominees acknowledge that Administrator does not guarantee that confidentiality will be maintained. Specific test results will be delivered on a confidential basis to Nominee. Nomination Forms and test results may be used anonymously and/or in the aggregate by Global LEAP for marketing intelligence reporting. Nominees may elect to allow Global LEAP to publically attribute their test results to Nominee. Nominees may be included in Global LEAP's contact databases and may receive information on Global LEAP's activities and Nominees agree that they want to receive such information. Nominees agree that Global LEAP and the Clean Energy Ministerial may use the winning Products and information regarding Nominees 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 Nominees and select approximately five (5) Product finalists ("Finalists") for each Category. This prescreening will be based upon Product data as provided in the in the Nomination Form and a hands-on review of the submitted Product sample. The pre-screening evaluation will be based on the Initial Screening Method from the International Electrotechnical Commission's "Recommendations for Small Renewable Energy and Hybrid Systems for Rural Electrification – Part 9-5" (IEC 62257-9-5/DTS), a final revision of which will be published in March 2013. The Administrator will notify manufacturers if their Products have been selected as Finalists by email on or before November 8, 2013.
- B. Method for Evaluating Finalist Performance. Finalists' Product performance in the Competition shall be evaluated by means of two parallel assessments, one quantitative, the other qualitative. Testing of Finalists' quantitative performance factors will proceed according to IEC 62257-9-5/DTS protocols. An Expert Panel assessment of qualitative factors will also proceed according to IEC 62257-9-5/DTS protocols. Laboratory and Expert Panel assessments will be scored out of 100 possible points, and will be evaluated in the following manner:
- (1) Laboratory Assessment. One half, up to a total of 50 points, of the Product evaluation score will be based on a formulaic assessment of total cost of light. Test results for total luminous efficacy (lm/W) and lumen maintenance trends will be combined with the retail price of the Products along with standard assumptions for the cost of electricity (\$1/kWh), daily use (5 hours per day), and total days of use (2,000 days—about 5 years). The result will be an estimate of the "light for fixed cost" with units of [lm-hr/\$]. The highest value in a Category will be assigned 50 points and other Nominees in the Category will receive points proportional to their value.
  - (2) Expert Panel Assessment.
    - i. Quantitative Considerations
      1. Photometric results (including light distribution, quality, and uniformity, CRI, and correlated color temperature).

2. Truth in advertising (i.e. that actual performance matches advertised performance).
  3. Product durability (drop test results, switch and connector tests (where applicable), and lumen maintenance).
- ii. Qualitative Considerations
1. Design and usability: options for dimming and settings, look and feel of Product, clarity of packaging and instructions.
  2. Quality and workmanship: water resistance, wiring inspection results, quality of materials.
  3. Innovative features and design.
  4. Ease of use.
  5. Category-specific considerations:
    - i. Standard bulb: particular preference for dimmable products.
    - ii. Ambient lighting: particular preference for wide area lighting, water resistance for kitchen applications.
    - iii. Task lighting: particular preference for child-friendly design; particular preference for illuminance (lux) appropriate for use at a school desk (defined by the Competition as an area 0.40m x 0.55m).

- C. Submitting Finalist Products for Verification Testing. On or before November 8, 2013, the Administrator will submit a notice to the Finalists using the contact information supplied by the Nominee requesting that the Finalist provide fourteen (14) Product samples by November 22, 2013 for verification testing.

The Administrator's sampling agent will visit a Finalist's warehouse, identify and package sample Products for testing, and then deliver the sample to the Finalist's preferred shipping agent. Finalists are responsible for the cost of shipping the Product samples for testing.

A fee of US \$2,500 shall be paid by the Finalist to the Administrator for each Finalist to cover the cost of testing. An invoice of total fees due will be emailed along with the notice to the Finalist. All payments must be received by Administrator by November 15, 2013.

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.

- D. Verification Testing Procedures. Administrator may in its sole discretion disqualify any Nominee that fails to comply with the foregoing requirements and deadlines. Selection of the testing organization shall be in the sole discretion of the Administrator. If testing samples of the Products are visibly damaged during shipment, the laboratory shall document the damage with pictures. The laboratory shall promptly notify the Administrator of such damage to a sample, and the Administrator shall arrange with the Nominee for the provision of a replacement Product sample pursuant to the procedures previously described herein.

For verification testing, twelve (12) of the fourteen (14) samples of Product will be selected randomly and used for the verification testing. The remaining two (2) samples may be used for verification testing upon occurrence of one of the following: (1) If the initial test sample is damaged; (2) If one or two of the initial twelve samples fails to verify the Nominee's claims, the second sample will be used to conduct a second test, provided the performance demonstrated by the first test is not more than **102%** of the Nominee's claimed power performance. If the initial

sample is damaged and the second sample fails to pass verification, a third sample will be procured as described herein.

While Administrator and/or the testing organization may decide to return Product model samples, Administrator shall have no obligation to return any Product model samples. The verification testing procedures are described in the Schedule to these Official Rules and are incorporated by reference. If the verification tests confirm the information submitted in the Nomination Form, in the sole discretion of Administrator, then the quantitative and qualitative assessments will be used to identify Category winners (“Winner”).

If the verification testing does not support the data provided in the Nomination Form, the tested Product model shall be rejected or re-tested in the sole discretion of the Administrator, the Nominee shall be so notified. In the event two or more Product models in a Category achieve the same score per the Laboratory Assessment and Expert Panel Assessment, the Administrator shall have the right to name more than one Winner in a Category in its sole discretion.

## **7. Awards.**

- a) A total of six (6) Winners will be selected.
- b) One Winner in each Product Category will be selected.

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 2014. A representative from each Winner will be required to attend an awards ceremony which will be held at Clean Energy Ministerial 5 (CEM5), which is expected to take place in April 2014 in Seoul, South Korea.

## **RULES FOR ALL PRODUCT COMPETITIONS**

## **8. Award Restrictions.**

Nominees 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. Nominees 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 an Nominee for the Administrator (and those acting pursuant to the authority of the Administrator) to use each Nominee'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 Nominee 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 Nominee waives any right to claim ambiguity in these Official Rules. A Nominee 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 Nominee 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 Nominee) to seek damages from any such Nominee 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 Nominee 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 Nominee or Winner's participation in this Competition, any award associated with this Competition, 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 Nominee, 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 Nominees, 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 NOMINEE 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. Nominees 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 Nominees 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 Nominee 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. Nominee 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.GlobalLEPAwards.com](http://www.GlobalLEPAwards.com) during the Competition Period. For general inquiries, contact Global LEAP at [globalLEAP@clasponline.org](mailto:globalLEAP@clasponline.org).

**15. Copy of Winner's List.**

For a list of Winners visit the website of the Administrator located at [www.GlobalLEPAwards.com](http://www.GlobalLEPAwards.com).

Administrator: Collaborative Labeling & Appliance Standards Program (CLASP), 2021 L St. NW, Suite 502, Washington, DC 20036

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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 Nominees and GLOBAL LEAP, GLOBAL LEAP is the owner of the service mark/trademark **GLOBAL LEAP**. Nominee 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. Nominee 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 Nominee 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. Nominee 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 Nominee acknowledges and agrees that GLOBAL LEAP has complete authority to control use of the GLOBAL LEAP name or the Mark. Nominee 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 Nominee 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 Nominee 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, Nominee 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 Nominee's company and affiliation, for advertising, and/or promotional purposes without any additional compensation to eligible contestant unless prohibited by law. Nominee 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, Nominee agrees that any materials we generate in reviewing and accessing the Products is the sole property of GLOBAL LEAP.

## Appendix A: Sample Nomination Form

<i>Applicant Details</i>	
<b>Nomination Contact Person</b>	Name: _____ Title: _____
	Email: _____ Phone: _____
	Relationship to Manufacturer: _____
<i>Manufacturer Information</i>	
<b>Manufacturer Name</b>	_____
<b>Manufacturer's Mailing Address</b>	_____
<b>Physical Address of Warehouse Where Sampling Would Occur</b>	_____
<b>Manufacturer's Website (if applicable)</b>	_____
<i>Nominated Product Information</i>	
<b>Product Name</b>	_____
<b>Brand Name</b>	_____
<b>Product Number</b>	_____
<b>Award Category</b>	Standard Bulb (50 - 200 lumens)
<b>Product Webpage (if applicable)</b>	_____
<i>Declared Product Performance Data</i>	
<b>Luminous Output (lumens)</b>	_____
<b>Power Consumption (watts)</b>	_____
<b>Voltage (volts)</b>	_____
<b>Number of brightness settings</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6+ <input type="checkbox"/> continuously dimmable
<i>Declared Product Market Information</i>	
<b>Wholesale Price of 1000 Units (\$USD)</b>	_____
<b>Countries Where Product Is Sold<sup>i</sup></b>	_____
<b>Certifications &amp; Awards<sup>ii</sup></b>	_____

### Nomination Checklist

Each of the following is required:

- Complete Nomination Form
- Product Sample<sup>iii</sup>
- All Official Marketing Materials w/ Product Performance Claims including: print, online, and transcripts of video or voice media
- Copy of User Manual and/or Instructions to End-Users
- Declaration of Product Eligibility<sup>iv</sup>

<sup>i</sup> Please only list countries where at least 500 units were sold in the past 12 months. If you require more space, please submit an addendum.

<sup>ii</sup> If you require more space, please submit an addendum.

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<sup>iii</sup> **IMPORTANT NOTE:** Product samples MUST be mailed to the Administrator and received by October 11, 2013. Product samples MUST be accompanied by a printed, completed copy of this form. Product submissions not accompanied by this form cannot be processed. Mail product samples AND a copy of the completed nomination form to:

Global LEAP Awards  
c/o Schatz Energy Research Center  
Humboldt State University  
1 Harpst Street  
Arcata, CA 95521-8299

<sup>iv</sup> By nominating a product, you avow that the nominated product is eligible for the Global LEAP Outstanding Off-Grid Product Awards lighting competition per the competition's Official Rules.