



ABS-CBN Corporation
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Process Owners
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POLICY ON WHISTLEBLOWING

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POLICY ON WHISTLEBLOWING

Section I: PURPOSE

ABS-CBN, in living up to the core value of Honesty and Integrity, upholds its commitment to the highest standards of business and personal ethics in the conduct of its employees' duties and responsibilities. As such, the Company requires all employees to observe transparency, honesty and accountability.

The Whistleblowing policy shall provide for and encourage employees and others to report, in good faith, any covered wrongful conduct committed by employees which they have personal knowledge of. The policy will also assure employees of protection against harassment, threats, and any other form of retaliation from the persons reported.

This policy shall serve as a clear statement that if any covered wrongdoing by any of its employees is identified and reported accordingly, it will be dealt with, through thorough investigation and proper imposition of accountability. The Company shall also take steps to ensure that such wrongdoing is prevented in the future.

Section II: SCOPE

This policy shall apply to all ABS-CBN regular employees, IJMs and other non-regular employees.

Section III: DEFINITION OF TERMS

Company – means ABS-CBN Corporation and to such subsidiaries that adopt this policy.

Protected Disclosure – refers to any voluntary disclosure by an employee, done in good faith, regarding an employment-related or company-related wrongful act or omission which is based on his/her personal knowledge and derived from his/her own perception, except where the party making the disclosure has a direct participation in the wrongful act or omission, in which case the disclosure shall be considered a Protected Disclosure only if the Whistleblowing Committee accepts the disclosure in writing.

In cases wherein the employee is a company officer with VP level or higher, the acceptance of the disclosure as a Protected Disclosure shall be elevated by the

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Whistleblowing Committee to the President for approval. Likewise, if the President makes the disclosure, acceptance of the disclosure as a Protected Disclosure shall be elevated to the company's Board of Directors for approval.

For cases involving loss of company property, fraud or any other loss of company resources amounting to more than five million pesos (P 5,000,000.00), acceptance of the disclosure as a Protected Disclosure shall be elevated to the President.

Retaliatory Actions – any unjustified action taken by or on behalf of a person subject of a Protected Disclosure against a Whistleblower or the Whistleblower's relatives up to the fourth degree of consanguinity or affinity that causes damage or may cause damage to the latter, such as but not limited to: discriminatory action; reprimand; punitive transfer; undue poor performance reviews; obstruction of the investigation; withdrawal of essential resources; adverse reports; attachment of adverse notes in the personnel file; ostracism; questions and attacks on motives; accusation of disloyalty and dysfunction; public humiliation; and denial of work necessary for promotion.

Whistleblower – refers to any employee who makes a Protected Disclosure to the Whistleblowing Committee.

Section IV: STATEMENT OF POLICIES AND GUIDELINES

1. ***Coverage.*** A Whistleblower may disclose to the Whistleblowing Committee wrongful acts or omissions that are:
 - a. Violation of laws, Company rules, regulations or policies that are employment-related, company-related, or adversely affect the interests of the Company; and
 - b. Violations of the Company's Code of Conduct.
2. ***Requirements for Protected Disclosures.*** The disclosure must be factual, contains specific information, related to a covered wrongful act or omission, and be supported by evidence;
3. ***Use as evidence*** – Protected Disclosures made by any employee may not be used as evidence by the Company in any action against such disclosing employee.

4. ***Rights of a Whistleblower.*** The Whistleblower shall have the following rights:
- a. ***Protection Against Legal Actions*** – No criminal, administrative or civil action shall be commenced by the Company against a Whistleblower.
 - b. ***No Breach of Duty of Confidentiality*** – A Whistleblower who has an obligation to maintain confidentiality of Company information shall not be deemed to have committed a breach of such duty if he makes a Protected Disclosure of confidential Company information to the Whistleblowing Committee.
 - c. ***Protection Against Retaliatory Action*** - A Whistleblower shall be entitled to protection against any Retaliatory Actions insofar as the protective actions are within the control of the Company.
 - d. ***Confidentiality*** – Except in cases where there is a necessity for the testimony of the Whistleblower, a Whistleblower is entitled to absolute confidentiality as to his/her identity and the subject matter of the disclosure.
5. ***Extent of rights and protection.*** This policy shall not protect the Whistleblower from any adverse actions which may be taken against him/her for wrongful conduct, poor work performance, or any other disciplinary action which are unrelated to the Protected Disclosure he/she has made pursuant to this policy.
6. ***Obligations of a Whistleblower.*** The Whistleblower shall be entitled to the rights under this policy, provided that:
- a. He/She discloses the information in good faith, in writing, and signs the same;
 - b. He/She does not knowingly make false disclosure;
 - c. The disclosure pertains to a matter not yet the subject of a case already filed or investigated by any Company office except if the disclosure is necessary for the effective and successful closing of a case, or essential for the acquisition of evidence not yet in possession;
 - d. He/She executes a statement under oath and/or testifies, when asked to do so by the Company, in connection with the subject matter of the Protected Disclosure.
 - e. He/She signifies in writing that he/she fully understands the provisions of this policy.

7. ***Unprotected Disclosures.*** The following shall not be deemed as a Protected Disclosure under this policy:
- a. False disclosures knowingly made by the disclosing party;
 - b. Disclosures made by an employee who fails to comply with the obligations set forth in the Section 6 hereof, in which case, such person shall lose the right to claim the benefits or protection under this policy.
 - c. Disclosures which are found to be baseless or groundless.
 - d. Disclosures which are found to be based on information acquired illegally.
8. ***False disclosures and liability therefor.*** False disclosures will not be protected by this Policy and will be punishable with a penalty ranging from a minimum of ten (10) Working Days Suspension to Dismissal, depending on the gravity of the case, without prejudice to other legal actions the Company may take.
9. ***Presumption of good faith.*** All disclosures made to the Whistleblowing Committee shall be presumed to have been made in good faith unless later found to be false and known to the disclosing party as such at the time of the disclosure, in which case, the rights under this policy will be deemed as never to have attached to the disclosing party.

10. ***Whistleblowing Committee***

- a. ***Composition*** – the Heads of HR, Legal, and Audit shall be the members of the Whistleblowing Committee.
- b. ***Authority and functions*** – the Whistleblowing Committee shall:
 - receive and evaluate the veracity of the disclosures;
 - determine and approve Protected Disclosures; endorse and coordinate with the appropriate units for case closure;
 - investigate complaints of retaliatory acts and take action to protect the Whistleblower;
 - call on other divisions to assist in the performance of the functions of the committee; and
 - issue periodic reports to the President and the Audit Committee

In cases with the following circumstances, where the Whistleblowing Committee has determined that a disclosure may be declared as a Protected Disclosure, the

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disclosure shall be referred to the appropriate approval authority for acceptance as a Protected Disclosure:

Approval Authority	
i. the employee making the disclosure is a company officer with VP level or higher;	<i>President</i>
ii. subject of the disclosure involves loss of company property, fraud or any other loss of company resources amounting to more than Five Million Pesos (P 5,000,000.00)	
iii. the employee making the disclosure is the President	<i>Board of Directors</i>

11. ***Penalty for Retaliatory Actions*** – Any employee who attempts, performs, causes, or encourages any Retaliatory Actions against a Whistleblower and/or the Whistleblower’s relatives up to the fourth degree of consanguinity or affinity will be subjected to disciplinary action and may be penalized with either a suspension of thirty (30) working days or dismissal, depending on the gravity of the case, without prejudice to other legal actions the Company may take, upon showing that the motive of the said employee was due to the disclosure made by the Whistleblower. He/She may also be placed under preventive suspension, if necessary. If the retaliatory action is also a violation of the Company Code of Conduct, the same shall be considered as an aggravating circumstance. Employees who knowingly assist in the commission of the Retaliatory Actions shall also be punishable under this paragraph.

12. ***Breach of Confidentiality*** – No person shall divulge any information that may identify or tend to identify a Whistleblower or reveal the subject matter of any disclosure to the Whistleblowing Committee. A violation of this prohibition shall be punishable by either suspension of thirty (30) working days or dismissal, depending on the gravity of the case, without prejudice to other legal actions the Company may take.

Section V : EFFECTIVE DATE

This policy shall take effect on November 1, 2013.