

«Young WoMen Challenge» Contest - Deloitte Luxembourg

General Terms & Conditions for participation

ARTICLE 1: General organisation of the contest

Deloitte General Services, *société à responsabilité limitée* (hereafter referred to as « **the Promoter** »), located at 20 Boulevard de Kockelscheuer, L-1821 Luxembourg and registered at the Luxembourg Trade and Companies Register under the number B. 165.179, organises the contest « Young WoMen Challenge » (hereafter referred to as « **the Contest** ») free of charge and with no financial contribution requested from the participants (hereafter referred to as « **the Participant(s)** »). The Contest starts on 11 January 2021 and ends on 26 March 2021. The aim of the present general conditions for participation (hereafter referred to as « **the Conditions** ») is to define the rights and obligations of the Promoter and the Participants. The submission of an application for the Contest implies full acceptance by the Participant of the present Conditions as a whole and their application by the Promoter and the Participant.

ARTICLE 2: Exclusion and restrictions to the participation

This Contest is restricted to students regularly enrolled in, throughout the duration of the Contest, a University or Higher Education Institution in a Member State of the European Union, in the following subjects: Economics, Finance, Audit, Accounting, Tax, Law, Computer Sciences or similar. The Participants are interested in pursuing a potential career at the Promoter or in one of the affiliates of DELOITTE TOUCHE TOHMATSU, *société à responsabilité limitée* (hereafter referred to as « **DTT** ») with registered office at 20 Boulevard de Kockelscheuer, L-1821 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B. 60.927. A Participant must be identified by his/her full name and email address, communicated by him/herself. The title of winner cannot be awarded to a Participant who does not respect the terms of the present Conditions. The participation is to be considered invalid, and the Participant shall be excluded from further participation in the Contest, if the Conditions are not respected. The present Conditions may be modified by the Promoter at any time and are published online on the website of the Promoter.

ARTICLE 3: Starting date and duration of the Contest

The Contest starts on 11 January 2021 (official start of the promotion of the event) and ends on 26 March 2021.

In order to participate in the Contest, the Participants will have to do the following:

3.1. Application and participation

- The Participants shall read and acknowledge the present Conditions that are published online on the website of the Promoter and directly linked to the Contest application page in the « Careers » section of the Promoter's website.
- The Participants shall create teams of three (3) members. Only one (1) participation per person is authorised. One (1) participant cannot be a member of more than one (1) team.
- The application period for the Contest opens on 11 January 2021 and closes on 8 February 2021 at 09:00 am (Luxembourg time zone).
- The Participants shall individually complete their application (including their personal information) on the career website of Deloitte Luxembourg (<https://jobs.deloitte.lu/>) and then send their confirmation email, including all the information on the team to luwomenchallenge@deloitte.lu by 8 February 2021 at 09:00 am (Luxembourg time zone). The email must include full names of all

three (3) members of the team as well as the first Project Pitch (as described in Article 3.2 below). The submission of the application implies full acceptance of the Conditions.

- The Promoter will send an email to acknowledge receipt of the application.
- The first selection phase will take place at this stage. Participants invited to pursue the challenge will be informed by 10 February 2021 at 05:00 pm (Luxembourg time zone).
- The Participants shall send their final Project (as described in Article 3.4 below) by email to luwomenchallenge@deloitte.lu by 3 March 2021 at 09:00 am (Luxembourg time zone). One email shall be sent per team. The email must include the full name of the 3 members of the team.
- The participation in the Contest, as otherwise described in Article 5 of these Conditions, will be validated by the Promoter on 12 March 2021 at 05:00 pm (Luxembourg time zone), as attested by the date and time of the email.

3.2. Submission of a Project Pitch:

The Participants shall send the draft responses indicating which topic of the Contest described in article 5 of the present Conditions the Participants chose to elaborate on in the latter phases of the Contest, together with a short presentation of a solution that is being put forward (hereafter as the first "Project Pitch") by email, to luwomenchallenge@deloitte.lu by 8 February 2021 before 09:00 am (Luxembourg time zone).

3.3. First selection phase of the Projects:

The Promoter shall assess the Project Pitches. At the latest on 10 February 2021, the Projects that have been selected to participate to the second phase of the Contest (as described in paragraphs 3.4 and 3.5 below) will be announced to the Participants by email by the Promoter. The Promoter reserves the right, at its sole discretion, to:

- (i) extend the deadline to announce the Participants selected to participate in the second phase of the Contest - including without limitation if a number of submitted Project Pitches is significant and if the Promoter anticipates that it will not be possible to properly assess them within the originally planned timelines; and
- (ii) request that Participants who have initially submitted their Project Pitches with respect to one of the topics described in Article 5 of these Conditions submit their final Projects (as set out in Article 3.4 below) with respect to the other topic – including without limitation in a situation where a number of Participants who have elected to develop their Projects with respect to such topic is low and therefore not conducive to fair competition. Participants who do not comply with the decision of the Promoter in this respect shall be excluded from further participation in the Contest.

3.4. Submission of Final Projects:

Subject to provisions of Article 3.3 (ii) Participants invited to participate in the second phase of the Contest shall send their final elaborated project addressing the topic of the Contest described in article 5 of the present Conditions (hereafter referred to as "**the Project**"), by email to luwomenchallenge@deloitte.lu by 3 March 2021 before 09:00 am (Luxembourg time zone).

3.5. Second selection phase of the Final Projects

At the latest on 12 March 2021, the final Projects that have been selected to participate in the final phase of the Contest (hereafter the "Final Event") will be announced to the Participants by email by the

Promoter. The Participants that have been selected as finalists will receive an invitation email for the Final Event.

3.6. Final selection of the winning Projects:

The Final Event, followed by an award ceremony, will be organised as a virtual online event on 26 March 2021.

ARTICLE 4: Selection of the winners

4.1. First phase of the Contest: Pre-selection of the Project Pitches:

The Participants may submit the first Project Pitches until 11 February 2021, 09:00 am (Luxembourg time zone). Starting from this date, the Project Pitches shall be transmitted to a group of representatives of the Promoter (hereafter referred to as “**the pre-selection Jury**”). The pre-selection Jury will determine the Participants who will be invited to present their final Projects during the second phase of the Contest.

4.2. Second phase of the Contest: Pre-selection of the final Projects:

The Participants shall submit their final Projects to the Promoter until 3 March 2021, 09:00 am (Luxembourg time zone). Starting from this date, the final Projects shall be transmitted to a group of representatives of the Promoter (hereafter referred to as “**the Final Jury**”). The Final Jury will determine the Projects to be presented during the Final Event.

4.3. Final Event: Final selection of the winning final Projects

At the time of the Final Event on 26 March 2021, as described in article 3.6 of the present Conditions, the Participants will present their final Project orally in front of the Final Jury. The presentation of the final Project will consist of fifteen (15) minute oral presentation followed by a session of fifteen (15) minutes of questions and answers. The Final Jury will announce the winning Projects after these presentations. The prizes are described in article 6 of the present Conditions. The decision of the Promoter regarding all matters relating to the Contest remains at the sole discretion of the Promoter, will be final and no further correspondence will be exchanged on such matters.

ARTICLE 5: Characteristics of the Projects

In order to participate in the Contest, the Projects must be validated by the Promoter following the criteria listed below. The Project has to provide an answer to one of the two questions below:

Topic A: *Deloitte recognizes that there is an increasing need for tackling the unconscious bias issue in the workplace and wants to launch a new program dedicated to those matters. What are your ideas?*

Topic B: *How can Technology help a firm enhancing Diversity & Inclusion in the workplace?*

The form of the Project is free (text, presentation, video of 3-minutes long max., etc.) subject to the following:

- The Project may not include content representing names, physical similarities, photos or other references to a specific person. The Project may neither include any brands, logos or other commercial materials belonging to third parties nor any content subject to intellectual property rights or trademark rights (i.e. videos or photos may not show a particular company logo, image of a public person, piece of art, material covered by intellectual property rights and/or

advertisement for a specific brand or product). The Participants declare that the Project does not and will not violate any patent, copyright, commercial brand or intellectual property right;

- The Project must not contain any element defined as injuring, insulting, pornographic, racist, shocking, immoral, contrary to the public order, morality or decency and/or causing any harm towards a third party.
- The Project must not, in any manner, lead to a dangerous situation. The elements that may cause any risk to the Participants or any other people involved will be systematically refused.
- The Project cannot violate the neutrality, the reputation or the image of the Promoter ;

Any failure to respect any of the criteria listed above shall entitle the Promoter, at its full discretion, to exclude the Participant(s) concerned from further participation in the Contest. All Participants whose Projects, or elements thereof, do not comply with the above criteria will be notified by email about the reasons for the exclusion of the Project from the Contest, at the latest on 12 March 2021 before 05:00 pm (Luxembourg time zone). The Participants guarantee to the Promoter that they dispose of and are able to exercise all copyrights, property rights and intellectual property rights or other rights to the Project and that, to the extent relevant, they have obtained the authorisation of any third parties involved in the Project or in the presentation of the Project. The Promoter reserves the right to ask the Participant for all necessary authorisations and failure to submit such authorisations shall entitle the Promoter to exclude the concerned Participant(s) from further participation in the Contest. The Project becomes property of the Promoter at the moment of receipt of the Project by the Promoter, meaning that the Participants assign to the Promoter all the rights, title and interest to the Project, free of charge and exclusively, including ideas, methods, concepts, copyright and other intellectual property rights, including all moral and property rights (collectively to be referred to as « intellectual property rights ») and they hereby renounce any reclamation right on the Project. The Participant will reimburse the Promoter for any problem, claim, eviction and condemnation that can be pronounced against the Promoter following any unfair competition or unfair commercial practices, counterfeit or, more generally, any actions in violation of the property rights, in particular intellectual property (literary, artistic and industrial) or the rights concerning the personality or the image of a third party. This list is not intended to be exhaustive. As a consequence, the Participant will bear all the expenses that the Promoter may incur for its defence, including the costs of lawyers, the damages and the fees, in addition to the expenses that the Promoter may incur if condemned by a definitive or executive juridical decision, stating the violation of a copyright, a trademark or another property right.

The Participants recognise and accept that the Promoter will consequently have, without limitation, the rights concerning the realisation, representation, reproduction, modification, adaptation, publication, translation and posting of the Project, following its exploitation by the Promoter, without any limitation, to advertise and promote the winning Projects. To this regard, the Projects may be exhibited in the premises of the Promoter, in other public places or on the website of the Promoter and other Member Firms of the Promoter's network.

ARTICLE 6: Prizes

As quoted in article 4 of the present Conditions, the Final Jury will identify four (4) winning Projects. For each topic described in Article 5 the Final Jury will determine the first and the second prize except where Promoter elects to exercise its rights under Article 3.3 (ii), in which event the first and second prize will be determined only with respect to the one remaining topic,. Every Participant whose Project is ranked first or second will receive a non-transferable prize corresponding to the ranking of the Project (« the Prize »):

- The Prize granted to the Participants whose Project ranks first is an amount of five hundred (500) euros and an internship in one of the affiliates of the Luxembourg company DELOITTE TOUCHE TOHMATSU, *société à responsabilité limitée*, abbreviated as « DTT ». The possibility to perform the internship may be limited for non-European citizens, subject to compliance with the legislation

on immigration of the Grand Duchy of Luxembourg. The service line will be chosen by the Promoter after evaluation of the candidate's profile. The Promoter reserves the right, at its sole discretion, not to award the internship or to revoke the offer of internship extended to a specific winning Participant if, without limitation:

- (i) on account of applicable immigration laws in the Grand Duchy of Luxembourg the Promoter is not permitted to extend an offer of internship to a specific Participant or if such offer should represent an excessive administrative burden on the Promoter,
 - (ii) the Participant is not available to commence the internship in the months of either January/February or September/October,
 - (iii) the Participant is unable to produce an internship agreement from his/her University or other relevant Higher Education Institution within the time limits required by the Promoter.
- The Prize granted to the Participants whose Project ranks second is an amount of two hundred fifty (250) euros.

The Participants who are awarded a Prize will be liable for all consequences connected to the Prize, including and not limited to all fiscal consequences.

All complementary and practical information regarding the Prizes will be given to the winners in due time. The Prize may not lead to a dispute of any kind nor a replacement, exchange or assignment to any third parties, regardless of the reason. The impossibility for the winner to benefit, totally or partially, from the given Prize according to the conditions explained to him/her, will result in the forfeit of the Prize, without any possibility of reimbursement or compensation. In case of "force majeure", as foreseen and interpreted by the legislation and case law of the Grand Duchy of Luxembourg or due to the circumstances, the Promoter reserves the right to replace the Prize with an equivalent one. Moreover, the Promoter reserves the right to verify the data communicated by the winning Participants and to ask the winning Participants for the necessary documents for the realisation of the Prize. If the name of one of the winning Participants does not correspond to the one indicated in the enrolment email, the Promoter reserves the right to cancel the enrolment of the winning Participant. In case one of the winning Participant is not a national of the European Union, certain conditions may apply for the realisation of the Prize. In this case, it is the responsibility of the winning Participant to comply with the necessary regulations.

Any misleading declarations or fraud by the Participant will result in his/her exclusion from the Contest and the non-attribution of the Prize that the Participant may have gained, without any implication of responsibility by the Promoter. In this case, the Promoter reserves the right to award the Prize to another Participant.

ARTICLE 7: Communication to the winners and delivery of the Prize

Every winning Participant will be informed of the win and the modalities of Prize delivery during the Final Event on 26 March 2021. In case of absence of one of the Participants during the Final Event, such Participant will be informed thereof via email to the email address that the Participant has provided to the Promoter, in the month following the conclusion of the Contest. Failure to accept the Prize within thirty (30) days after having received the email message will be construed as a renunciation of the Prize. The delivery of the Prize is subject to the validation of participation in the Contest by the Promoter. The Participants are not entitled to claim nor request any compensation payments with respect to the Prize. The Promoter shall not be held responsible if the Participant provides inexact or incomplete data that will prevent the Promoter from informing the winning Participant or delivering the Prize.

ARTICLE 8: Guarantee – Liability – Force majeure

8.1. *General liabilities*

The Promoter declines and disclaims all responsibilities, even if directly linked to the Contest, except the liabilities that cannot be legally excluded.

The Promoter shall not be held responsible for any damages or non-execution caused by unforeseeable, insurmountable or inevitable events, included but not limited to: a case of force-majeure, a strike or a disagreement between employer and employees, a war or any conflict, a fire or other risks, laws, orders or requirements of authorities or governmental institutions.

The Promoter shall not be held responsible for any damage or loss of any kind deriving from the participation of the Participant in the Contest, included and not limited to all direct, indirect, consequential, special, fortuitous, punitive damages, or of any other nature. The same applies in case of a contractual action, civil or other, deriving from, based on or resulting from the participation of the Participant in the Contest, except if this damage comes from an act of bad faith or wilful misconduct of the Promoter, finally judicially determined.

It is furthermore emphasized that the Promoter may not be held responsible and specifically disclaims any and all responsibility for any direct or indirect damages resulting from an interruption, malfunctioning, suspension or termination of the Contest.

The Promoter may not be held responsible if, for reasons that cannot be controlled by the Promoter, the Contest is partially or totally modified, delayed or cancelled. No compensation may be claimed in this regard.

8.2. *Responsibilities linked to the use of the internet within the framework of the Contest*

The participation in the Contest through the internet implies the comprehension and the acceptance of the features and limits of the technologies used by the internet and the technologies linked to the internet, in particular concerning the technical performance, the time of response when consulting, interrogating or transferring information, the risks of interruption and, more generally, the risks entailed in all connections and transmissions, the absence of protection of data against diversion or contamination by viruses present on the internet.

Consequently, the Promoter shall not be held responsible for the following list, which is not exhaustive:

- Transmission and/or receipt of data/information on the internet ;
- Malfunctioning of the internet network which prevents the proper functioning of the Contest;
- Breakdown of any receiving tools or communication lines;
- Loss of any paper or electronic mail, or more generally, loss of any data;
- Transmission problems;
- Any damages caused to the personal computer of a Participant ;
- Any technical, material, software failure of any nature, limiting or preventing the possibility to participate in the Contest or damaging the system of a Participant.

It is the responsibility of the Participant to take all possible measures to protect their own data. The Promoter may not be held responsible in case of interruption of service caused by an accident on the internet network or by a technical accident not controlled by the Promoter. The Promoter may not be responsible if, due to obstacles in the delivery of the emails, some applications are not received.

ARTICLE 9: Formalities concerning the Conditions

These Conditions are available online at the following link:

<https://www2.deloitte.com/lu/en/pages/careers/articles/young-women-challenge.html>

ARTICLE 10: Respect of privacy and protection of personal data

Each Participant will be required to provide personal information (including full name, email address, date of birth, nationality, ID/Passport and expiration date) ("**Personal Data**") in the course of participating

in the Contest. Personal Data submitted to the Promoter will be processed to administer the Contest and for recruitment purposes, including the inclusion of the Participant's Personal Data in the Promoter's recruitment management system (hereafter referred to as "the Purposes") and will be stored for a period of two (2) years.

The Promoter processes such Personal Data in accordance with the *General Data Protection Regulation 2016/679* ("GDPR"), together with all other applicable legislation relating to privacy or data protection; the Deloitte Luxembourg Candidate Privacy Statement, which may be found on the Deloitte Luxembourg recruitment management system website (<https://jobs.deloitte.lu/>); and the Deloitte Luxembourg Privacy Statement that may be found on its website (https://www2.deloitte.com/lu/en/footerlinks1/privacy.html?icid=bottom_privacy).

The Participant fully understands that, for the Purposes described above, it will be necessary for the Promoter to disclose his/her Personal Data with respect to the Purposes, and to transfer them, (i) either to other Luxembourg member firm of Deloitte Touche Tohmatsu Limited ("DTTL") and/or its affiliates; (ii) and/or to the Higher Education Institution/University where the Participant is enrolled ("Third Parties") and that the Participant therefore agrees to the disclosure and transfer of his/her Personal Data to these entities. The Participant understands that the Promoter has no control over, and is not responsible for, any of these Third Parties' processing of his/her Personal Data.

Photos or videos of the winning Participants in the Contest shall be taken or recorded by or on behalf of the Promoter and they may include the Participant's own picture or likeness. These photos or videos and identity details (including full name or age) of the winning Participants may be posted by the Promoter on its career website and social media webpages or published by the Promoter in any of its marketing brochures for a duration of up to two (2) years. The Participants renounce the right to any compensation deriving from or linked to the use of their image within the framework of the Contest.

Every Participant acknowledges that he/she has the right to be informed, to access, modify, correct, delete and object to the processing of his/her Personal Data, and that any request for exercise such rights should be sent by the Participant to DataPrivacy@deloitte.lu.

ARTICLE 11: Claims

The simple fact of submitting an application to the Contest implies the unconditional acceptance of the present Conditions posted on the website of the Promoter (including any amendments and additions). In case of claims, for any reason, they should be transmitted to the Promoter within one (1) month from the closing date of the Contest, to the following address of the Promoter: Deloitte General Services, *société à responsabilité limitée*, 20 Boulevard de Kockelscheuer, L-1821 Luxembourg, Grand Duchy of Luxembourg. The present Conditions are governed by the laws of the Grand Duchy of Luxembourg. All disputes deriving from the interpretation or the execution of the present Conditions, if not solved amicably, will be under the exclusive competence of the tribunals of the Grand Duchy of Luxembourg.

For any enquiry about the present Conditions, or if some questions are not answered in the present Conditions, please contact the Promoter [here](#).