

## TERMS AND CONDITIONS OF ENTRY

By submitting an application to participate in the Swedish Best Managed Companies Programme (the “**Programme**”) you hereby agree to the terms and conditions set out below (the “**Terms**”).

In these Terms you are referred to as “**you**” or the “**Company**”, Deloitte AB, comp. reg. no. 556271-5309, is referred to as “**Deloitte**” and Deloitte’s partners for the Programme are jointly referred to as the “**Programme Partners**”.

### 1. INFORMATION ABOUT THE PROGRAMME

The Company hereby acknowledges and confirms that the Company has received information about the Programme and fulfills the established criteria for participation therein set out in “Who can apply” (which may be found at [www.bestmanagedcompanies.se](http://www.bestmanagedcompanies.se)).

### 2. INFORMATION PROVIDED BY THE COMPANY

The Company will provide information of a confidential and/or proprietary nature such as regarding its business, finances and technologies, (all such information referred to as the “**Information**”) in order to participate in the Programme. The Information will be used by Deloitte and the Programme Partners in connection with evaluating the application based on the eligibility criteria and otherwise within the scope of the Programme. The Information will also be used by an external jury panel which will designate the winners of the Programme.

Should the Company be designated as one of Sweden’s Best Managed Companies, the Company’s name and logotype and other such Information will also be used on the Programme’s website [www.bestmanagedcompanies.se](http://www.bestmanagedcompanies.se) and on other media channels for promotional and marketing purposes.

Deloitte and the Programme Partners will ensure that their respective employees, subcontractors, agents and others who receives and needs to know the Information in connection with the Programme, shall only use the Information for the purposes mentioned above and shall not disclose the Information to any third party (except to the external jury panel). Deloitte and the Programme Partners will also limit access to the Information solely to those who have a direct and immediate need of such access within the scope of the Programme.

The Company, however, agrees that Deloitte and the Programme Partners shall have no obligation as set out above with respect to any Information which; (i) is already or becomes publicly known without breach of this section; (ii) is disclosed in good faith and on a non-confidential basis to Deloitte or any of the Programme Partners by a third party that is legally entitled to disclose such information; (iii) is developed by Deloitte or any of the Programme Partners independently of any information received from the Company; (iv) is known by Deloitte or any of the Programme Partners prior to its receipt of the Information; or (v) is disclosed with the Company’s written consent. Deloitte and the Programme Partners may disclose Information to the extent required by law, regulation, judicial or administrative process, or in accordance with professional standards, or in connection with litigation pertaining hereto.

By pressing “*Submit*” and, consequently, submit the application for participating in the Programme, the Company hereby agrees to and confirms that the Information provided in connection thereto and otherwise within the scope of the Programme:

- (i) may be used by Deloitte, the Programme Partners and the external jury as set out above;
- (ii) is accurate and complete; and
- (iii) that the Company has obtained all necessary authorizations, including consents, to permit the handling of the Information by Deloitte, the Programme Partners and the external jury in accordance with applicable law and these Terms.

Please note that the Company cannot participate and be considered for the Programme unless the Company leaves its consent and confirmation as set out above. [After submitting the application, you will not be able to make any further changes to the application. If you do not wish to submit the application, please close the page and the application form will be saved in order for you to complete it a later date.]

### **3. PRIVACY**

Deloitte may have to collect and process personal data from the Company that the Information comprises. Since Deloitte determines the purposes and means of the processing, Deloitte will be Data Controller for the received personal data. Personal data shall be processed in a lawful, fair and transparent manner in relation to the data subject. Personal data may only be processed for specified, explicit and legitimate purposes, and may not be stored for a longer period than necessary. Taking into account the nature, scope, context and purpose of processing in order to safeguard the rights and freedoms of the data subject, Deloitte shall implement appropriate technical and organizational security measures to ensure that processing is performed in accordance with applicable law. As a Data Controller, Deloitte has the right to engage subcontractors, within or outside the EEA area, in conjunction with acceptance and execution of the engagement and/or to store information attributable to the Engagement. This under the condition that a contract concerning the processing of personal data has been entered into with such a subcontractor, that the subcontractor has been bound by a non-disclosure agreement and has made a commitment to have appropriate technical and organizational measures which ensure that the rights and freedoms of the data subject are protected. Personal data may also be processed by a third party to which personal data is made available under applicable law, for example authorities. Further information about Deloitte’s processing of personal data is available at Deloitte’s website.

The Client is responsible for having the right to transfer personal data to Deloitte in conjunction with the Engagement, and for the personal data having been processed in accordance with applicable law.

Prior to the acceptance of, and in conjunction with, execution of the Engagement, the Client is further responsible for providing the data subjects, whose personal data is transferred to Deloitte, with such information as a Data Controller is obliged to give to a data subject upon the collection of personal data under applicable law (including the fact that their personal data may be processed in conjunction with the Engagement), so that the requirements of fair and transparent processing are obtained. The Client is responsible for that the aforementioned information contain details of the rights and freedoms of the data subjects. The Client is fully responsible for the rights of the data subject being respected with regards to the

right of the data subject to access, restriction, erasure and rectification.

#### **4. THE AWARD**

The award Sweden's Best Managed Companies (the "**Award**") will be granted on different levels which, at any time, may be amended by Deloitte unilaterally. At the time of your application these levels are as follows:

- Level 1: Best Managed winner; applies to new winners selected each year.
- Level 2: Requalified winner; applies to winners that have re-applied to the Programme and successfully retained the Award for two additional years (subject to annual operational and financial review).
- [Level 3: Gold Standard winner; applies to winners that have re-applied to the Programme and successfully retained the Award for four (4) consecutive years.
- Level 4: Gold Standard requalified winner; applies to Gold Standard winners that have re-applied to the Programme and successfully retained their Gold Standard designation for two additional years (subject to annual operational and financial review)]
- Level 5: Platinum Club member; applies to winners that have re-applied to the Programme and successfully retained the Award for seven (7) years or more.

Further information about each level of the Programme may be found in the Programme Manual at [www.bestmanagedcompanies.se](http://www.bestmanagedcompanies.se).

The Company hereby acknowledges and confirms that Deloitte owns all intellectual property rights with regard to the Award and the Programme such as, however not limited to, the logotype/trademark of the Award (Sweden's Best Managed Companies), commercial know how and ideas. Should the Company achieve the Award on any level, the Company does not acquire any right, title or interest in such intellectual property rights other than the right to use the logotype as set out below in this section.

Should the Company achieve the Award, the Company will be able to use the logotype of the Award during the following year for marketing purposes or otherwise. For the period thereafter, the Company may only use the logotype if used together with an indication of the year under which the Company was designated the Award. However, such indication of the year does not need be stated if the Company retain the Award for additional years.

#### **5. IF ANY QUESTIONS ABOUT THE PROGRAMME**

Should you have any questions regarding the Programme, please send an e-mail to [swedenbmc@deloitte.se](mailto:swedenbmc@deloitte.se).