

## Best Company to Work For Survey Measure. Inspire. Motivate. Engage.



# Participant Information

**Registered Name of Company in full:**

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*(The company name provided will be used on all correspondence and multimedia during the Best Company to Work For 2015 Survey process)*

VAT Registration Number:	Total number of permanent employees: <i>(To include all fixed term contractors employed for longer than 12 months)</i>	
Purchase order Number:		

I wish to enter the above company in the Best Company to Work For Survey 2015 conducted by Deloitte Consulting (Pty) Ltd. I have read and understood the conditions of the entry overleaf.

Name:	Designation <i>(Please tick)</i>	CEO	MD
Signature:	E-mail:	Date:	

HR Director:	Tel:	E-mail:
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Survey Co-ordinator:	Designation:
Tel: <i>(Switchboard)</i>	Direct Line:
E-mail:	Fax:                      Company Website:

Postal Address:	Physical Address:

Is the company that you are entering currently listed on the JSE?	Yes	No
Is the company that you are entering currently listed on the Altex	Yes	No

Information Technology Contact: <i>(For electronic submission of questionnaires)</i>	
Tel:	E-mail:

# Participation Method

*(Please tick)*

<input type="checkbox"/>	Paper based	<input type="checkbox"/>	Electronic (Web collection)	<input type="checkbox"/>	Combination of paper based and electronic
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Employee questionnaires available in other languages, please indicate your preference below.

<input type="checkbox"/>	Afrikaans	<input type="checkbox"/>	English	<input type="checkbox"/>	Xhosa
<input type="checkbox"/>	Sotho	<input type="checkbox"/>	Tswana	<input type="checkbox"/>	Zulu

# Survey Participation Fees

(Please tick)

<b>Silver</b>	1 Year	<b>Gold</b>	2 Years	<b>Platinum</b>	3 Years
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	Silver	Gold	Platinum
No. of Employees	1 Year	2 Year	3 Year
	Excl. VAT	Excl. VAT	Excl. VAT
25 – 50	R 39 000	R 69 000	R99 000
51 – 500	R 43 000	R 75 500	R 108 000
501 - 5 000	R 50 700	R 90 600	R 128 500
5 001 - 10 000	R 57 200	R 103 600	R 146 700
> 10 000	R 64 700	R 115 500	R 158 700

## Business Unit Segmentation

(Please tick)

	R5 000 per Business Unit will be charged for over and above the standard participation fee. This cost will be incurred annually.
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**Cost of paper based questionnaires will be dependent on the needs of the individual client and number of questionnaires received.**

## Survey Participation Options

### 1. Standard Survey Participation

The standard participation option includes analysis of all the demographic categories listed below:

- Level
- Gender
- Age
- Tenure (length of service)

## Please Return this Document to

<b>Pat Cleevly - Project Manager</b>
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Website: <a href="http://www2.deloitte.com/za/en/pages/human-capital/solutions/best_company_to_work_for.html">http://www2.deloitte.com/za/en/pages/human-capital/solutions/best_company_to_work_for.html</a>

Tel: +27 11 517-4056
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## Best Company to Work For Survey 2015

### Participant Terms and Conditions

("the / this Undertaking")

#### 1. Definitions

In this Undertaking the following terms have the following meanings:

"**Commencement Date**" means the last date of signature of this Undertaking by the Participant;

"**Deloitte**" means Deloitte Consulting (Pty) Ltd, the exclusive initiator, developer and proprietor of the Survey and Confidential Information developed by Deloitte in connection therewith;

"**Confidential Information**" means all the information provided to the Participant with respect to participation in the Survey and includes the methodology prepared for the Survey, employee questionnaire, all information related to any issue contemplated in clause 8.3 below, all other marketing and business information generally and other materials of whatsoever description used in the Survey in which Deloitte holds exclusive intellectual proprietary rights and/or has an interest in ensuring is kept confidential;

"**Fee**" means the fee payable by the Participant for participation in the Survey as stipulated by Deloitte;

"**Participant**" means the company which is signatory to this Undertaking;

"**Personal Information**" shall have the meaning set out in the current version of the Protection of Personal Information Act ("POPI") or such other legislation as may become applicable to the protection information in South Africa;

"**Survey**" means the "Best Company to Work For Survey" initiated, developed and conducted by Deloitte; and

"**Party/Parties**" means the parties to this Undertaking;

#### 2. Fee

- 2.1 The Participant shall pay Deloitte the Fee for participating in the Survey, which shall become due and payable upon Deloitte delivering to the Participant an invoice for payment thereof. The Fee is determined according to company size and elected participation options at the scale and rate as published in the survey methodology.
- 2.2 Should the Participant, after receiving the input pack to be provided by Deloitte, decide not to participate in the Survey then, in such circumstances, the Participant will not be entitled to a refund of the Fee or any part thereof.
- 2.3 The Participant warrants that all information supplied by the Participant to Deloitte pursuant to this Undertaking is accurate and complete and can be relied on by Deloitte for all purposes related to the Survey and this Undertaking.

#### 3. Undertaking by Deloitte Consulting (Pty) Ltd

- 3.1 Deloitte undertakes to maintain secret and confidential, at all times including during and after the Survey, all information received from the Participant in connection with the Survey.

#### 4. Title to confidential information

The Participant acknowledges that all right, title and interest in and to the Confidential Information vests with Deloitte and that it has no claim of any nature in and to the Confidential Information.

#### 5. Non-disclosure of Confidential Information

- 5.1 The Participant undertakes to maintain the confidentiality of any Confidential Information before, during and after the life cycle of the Survey. The Participant will not divulge or permit to be divulged to any person any aspect of such Confidential Information otherwise than may be allowed in terms of this Undertaking.
- 5.2 The Participant shall take all such steps as may be reasonably necessary to prevent any unauthorised person using or gaining access to the Confidential Information.
- 5.3 The Participant shall not use or disclose or attempt to use or disclose the Confidential Information for any purpose other than for purposes of participating in the Survey.
- 5.4 The non-disclosure of the Confidential Information as set out in this Undertaking shall bind and apply to employees, agents or officers of the Participant.
- 5.5 It is understood and agreed that any data or information provided by or on behalf of the Participant as part of this Survey may be used by Deloitte in connection with this Survey, other studies, or analyses performed by Deloitte or in connection with the Survey. It is understood and agreed that this Survey and the survey results are the proprietary property of Deloitte. It is understood and agreed that any such data or information may be disclosed by Deloitte to related entities or other third parties, including, without limitation, in publications, in connection with this Survey or such studies, analyses, or services, provided that such data or information does not contain any information that identifies the Participant or associates the Participant with the responses provided to this Survey. It is understood that disclosure of such data or information may be required by law, in which case Deloitte will endeavor to notify the Participant."

#### 6. Duration

The provisions of this Undertaking shall survive termination of the Undertaking and remain in force indefinitely.

#### 7. Data Protection

- 7.1 In order to comply with the obligations imposed on Deloitte in terms of this Undertaking and to comply with the intent of the Survey, either Party may need to provide, collect, use, store or process Personal Information of the other Party. Each Party hereby authorises such collection, use, storage and processing where the need arises.
- 7.2 Each Party shall only provide, collect, use, store or process Personal Information:
  - 7.2.1 in compliance with POPI;
  - 7.2.2 as is necessary for the purposes of this Undertaking; and
  - 7.2.3 in accordance with the lawful and reasonable instructions of the Party providing the Personal Information.
- 7.3 Both Parties shall comply with the security and information protection obligations equivalent to those imposed on them in terms of POPI and other applicable data protection legislation, and failing such legislation, they shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.

#### 8. Undertaking by the Participant

- 8.1 Any Participant that receives from Deloitte or engages in any publicity and/or media marketing material of itself as a Participant in the Survey, undertakes to incorporate in all such publicity and/or media marketing material (including the logos of the Survey) therein.
- 8.2 In the event that the Participant is audited by or likely to become an audit client of Deloitte & Touche and/or any Deloitte, Touche and Tohmatsu member firm, the Participant undertakes to obtain, and provide to Deloitte on request and in the form required by Deloitte confirmation that the approval of the audit committee of the Participant and its holding company (and its group and subsidiaries if Deloitte requests this) that the Participant may participate in the Survey.
- 8.3 Participant undertakes to comply with all documents, including confidential information related to the Survey.

#### 9. Disclaimer

- 9.1 Notwithstanding any provision in this Undertaking Deloitte reserves its rights to make changes to the Survey including but not limited to the methodology.
- 9.2 It is understood and agreed that the Survey may result in the Participant requiring advice and recommendations. All advice and recommendation and any decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Participant.
- 9.3 Feedback presentation and/or other deliverables associated with the Survey are supplied on the basis that they are for the sole internal use of the Participant and for the exclusive purpose set out therein. Deloitte shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred by any party other than the Participant (as governed and stated in this Undertaking who may rely upon the feedback presentation and/or other deliverables associated with the Survey for whatsoever reason).
- 9.4 Any advice, recommendation, report, schedule or other deliverable arising from or in connection with the Survey under these terms and conditions will be for the sole use of the Participant. No person other than the Participant shall be entitled to make use of any deliverable, unless this has been agreed in writing between the Parties, in advance, and subject to terms agreed between the Parties.
- 9.5 Any such advice, recommendation, report, schedule or other deliverable is based on the particular facts and circumstances of the Participant at a particular point in time and that which has been made available to Deloitte. Consequently, such advice, recommendation, report, schedule or other deliverable may well not be relevant to another party or at a different time and under different circumstances. Deloitte does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will (or will not) transpire.
- 9.6 Copies of deliverables may be made available to the Participant's advisors provided that they are to be used by the advisors solely for the purposes stated in such advice, report, schedule or other deliverable, and provided that the advisors are made aware of these terms and conditions.
- 9.7 With the exception of the clause above, copies of deliverables, in whole or in part, may not be made available to any other party without the prior express written consent of Deloitte, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Deloitte in its sole discretion may determine.
- 9.8 The Participant indemnifies Deloitte against any claim by any third party arising from a copy of any report, schedule or other deliverable which the third party received from the Participant, its personnel, or its advisors.

- 9.9 The Participant may not transfer, in whole or in part, its rights in the deliverables without the prior written consent of Deloitte, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Deloitte in its sole discretion may determine.
- 9.10 The provisions of this clause shall survive termination of these terms and conditions, and continue to bind the Parties.

#### 10. General

- 10.1 The Participant agrees to be bound by the decision of Deloitte as to which category of the Survey it will participate and be evaluated in and, without limiting the generality of the foregoing statement, no Participant will be entitled to participate in the category "Financial Services - Banks" without such Participant being registered as a Bank in terms of the Banks Act of 1990, as amended.
- 10.2 This Undertaking constitutes the whole and only agreement between the Parties relating to the subject matter in question. No amendment, variation or consensual cancellation of this Undertaking, including settlement of any disputes arising under this Undertaking shall be binding unless recorded in writing and signed by the Parties.
- 10.4 The total liability of Deloitte arising directly or indirectly from this Undertaking and/or the Survey, shall not exceed, in aggregate, the Fee paid by the Participant in question.
- 10.5 The Participant agrees that none of the entities that are members of Deloitte Touche Tohmatsu Limited (except Deloitte as referenced in this Undertaking) will have any liability to the Participant and that the Participant will not bring any claim or proceedings of any nature in any way in respect of or in connection with this Undertaking or the Survey against any of the entities that are members of Deloitte Touche Tohmatsu Limited.
- 10.6 All intellectual property rights related to the Survey are exclusively owned by Deloitte.
- 10.7 Deloitte Consulting (Pty) Ltd reserves its right to advise the Participant on the survey options and to provide the Participant with the necessary information to assist the Participant in making an informed choice.
- 10.8 This Undertaking is governed by the laws of South Africa
- 10.9 In the event of there being any conflict between the terms of this Undertaking and the terms of the undertaking signed by the Participant related to multi-year participation in the Survey, the terms of the latter document shall govern.

## Best Company to Work For Survey

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