



Best Managed Companies Programme

Terms and Conditions

These terms and conditions apply to the Best Managed Companies programme ("**Programme**") provided and facilitated by Deloitte Limited (as trustee for the Deloitte Trading Trust) ("**Deloitte**", "**we**" or "**us**").

1. Your Information

- a. You acknowledge and agree that all information provided by you in the Programme Entry Form, or given subsequently as part of the due diligence, Programme Lab sessions and judging process (collectively "**Entry Information**") is correct and up to date.
- b. By submitting the Entry Information (including information provided as part of any Programme Lab), you confirm that you have the authority and appropriate permission and consent from your Company and those individuals referred to in the Entry Information to provide this information to Deloitte.
- c. Deloitte acknowledges that all Entry Information is provided for the purposes of determining your eligibility for receiving the Best Managed Companies certification. The Entry Information will not be disclosed by Deloitte except on a confidential basis to the Programme judging panel. Your Entry Information may also be shared with third parties that provide administrative, technical or support services to Deloitte for the purposes of the Programme. We will ensure that your Entry Information (including information provided as part of any Programme Lab) is kept confidential and protected by Deloitte and by those third parties (as applicable) to the same standards that we use to protect our own information here at Deloitte.
- d. You agree that Entry Information gathered during the entry process can be retained and used (on an aggregated and de-identified basis) for benchmarking and to develop insights and trends into what makes a New Zealand business a Best Managed Company.
- e. As part of entering the Programme, you give us permission to contact you regarding the Programme and its associated activities. This may occur through electronic messaging or other forms of communication. We may, on occasion, update you with news, information and other relevant initiatives that Deloitte believes will interest you. You may unsubscribe from these communications by selecting the unsubscribe link contained within the communications or by contacting the [Programme team](#).
- f. If any Personal Information is contained within the Entry Form, you confirm that you have collected that Personal Information in accordance with the Privacy Act 2020 and the individual concerned has authorised the disclosure to and use of their Personal Information by Deloitte, and they have

been informed of their right to access and request correction of their Personal Information. Our Privacy Policy will apply to any Personal Information provided to us which can be accessed [here](#).

2. Best Managed Lab

- a. By submitting the Entry Information, you confirm that members of your leadership team will be available to attend the Programme Lab either in-person or virtually on a mutually agreeable date.
- b. You acknowledge that the Programme Lab is designed to facilitate the Programme certification process and should not in any way be considered Deloitte advice or recommendation or otherwise.
- c. You acknowledge that Deloitte, its member firms, related entities, partners, employees or agents shall not be responsible for any loss or damage whatsoever arising directly or indirectly in connection with you relying on insights, discussions or communications or otherwise, shared during and in connection to the Programme Lab, or through the judging and award of the Programme Certification.

3. Judging and post-application period

- a. Deloitte reserves the right to:
 - i. conduct due diligence in relation to your Entry Information at any time. In our sole discretion, we reserve the right to disqualify you from entry or receiving the Programme Certification based on the results of any due diligence conducted.
 - ii. amend, vary, extend or discontinue the Programme, including how your participation in the Programme is publicised, at any time and for any reason.
 - iii. withdraw your Programme Certification if :
 - 1. you no longer meet the Programme criteria;
 - 2. you have not in our view provided truthful or complete answers to any of the application or requalification documents;
 - 3. your continuing participation in the Programme presents a perceived or actual conflict of interest; or
 - 4. you otherwise act in a manner that could bring Deloitte and/or the Programme into disrepute.
- b. The decision of the external Programme Judging Panel will be final and no further correspondence will be entered into
- c. You acknowledge that neither the external Programme Judging Panel or Deloitte shall be responsible for any loss or damage whatsoever arising directly or indirectly from its decisions in relation to your participation in the programme.

4. Intellectual Property, Branding and Logo

- a. The Programme and its original content (excluding your Entry Information), features and functionality are and will remain the exclusive property of Deloitte and its licensors. The Programme is protected by copyright, trademark, and other laws of New Zealand and/or foreign countries. Nothing in these terms constitutes a transfer of any Intellectual Property rights from us to you.
- b. Once awarded the Programme Certification, you may use the Best Managed Companies logo and associated branding on any promotional materials (including relevant websites) in alignment with the Deloitte brand guidelines. Deloitte reserves the right to request alteration or removal of the logo or other Programme material at any point in time. Use of the Best Managed Companies logo excludes any right to reference or use the Deloitte name, logo or marks on any promotional material.

5. Acknowledgements

- a. By entering the Programme, you acknowledge and agree that you:
 - i. accept these terms and conditions; and
 - ii. Provide Deloitte with a perpetual, non-exclusive, royalty free and transferable licence to use and reproduce the name of the entrant (including any associated trademark or business name) and any non-financial information, photographs, videos, voice recordings, media coverage or other promotional material relating to the entrant and its directors, shareholders, employees, contractors or consultants participation in the Programme for marketing purposes. You waive any claims to royalty, right or remuneration for such use and acknowledge you have the consent of any director, employee, contractor or consultant for this waiver.