

## GENERAL TERMS AND CONDITIONS EY Risk Transformation Awards

### Overview

These Terms & Conditions ("T&Cs") apply to any person or legal entity, under public or private law, who participates in or contributes to the EY Risk Transformation Awards program (the "Program") in any capacity, including but not limited to the Program's competition participants and Judges (collectively, "You, or "Your"). *By participating in the Program, You will be deemed to have read and understood these T&Cs and to be bound by them.*

### In these T&Cs:

"EY Firm" means a member of the global network of EY firms (each of which is a separate legal entity) and "EY Firms" shall be construed accordingly;

"EY Materials" means any marketing materials, publications, websites or social media sites created by or on behalf of any EY Firm;

"EY Person" means an EY Firm and its subcontractors, agents, representatives, consultants, officers, members, shareholders, directors, officers, partners, principals, and employees and "EY Persons" shall be construed accordingly;

"Judges" means an independent panel of judges of the Program;

"Purpose" means:

- i. creation of press releases, marketing and promotional materials and other content (including but not limited to content and materials aimed at amplifying risk management through the Program and (if You are a competition participant) materials and content aimed at recognising Your story/journey as a risk management professional) whether in print, online, or in any other media;
- ii. communication and engagement with You on an ongoing basis pertaining to the Program;
- iii. authentication of You in relevant tools as further described in the Privacy Notice at Attachment 1;
- iv. verification of information obtained through background and/or information checks;
- v. evaluation and development of the Program; and
- vi. (if You are a competition participant), evaluation of Your submission by the Judges to enable You to compete in the Program;

"Use" means to use, copy, modify, edit, sub-license, distribute, display, record, combine with any other content and otherwise engage in any form and media now known or later developed and

"Used" and "Using" shall be construed accordingly;

"Your Materials" means the information provided in Your submission or otherwise in relation to the Program by You or on Your behalf including, but not limited to,: Your submission application; Your team's biography and related biographical information; Your team's picture(s), portrait(s), film(s) or videotape including any images, video clips, audio files or transcriptions of audio files; the pronunciation and recording of team members' name; the recording of Your team's responses to Program questions; Your team's music selections; Your interview and other quotations; and the criteria evaluation report (which includes financial information);

"Your Related Persons" means You, Your affiliates, Your employees, representatives, contractors, servants and agents of You (whether or not employed by You) from time to time involved in the performance of Your obligations under these T&Cs, or any other third party connected with You; and

'including' 'includes' and 'in particular' or any similar expression are illustrative, and each of them will be deemed to incorporate the expression 'without limitation'.

## **1. Use of Your Materials**

- a) You consent to the EY Persons Using Your Materials for the Purpose and You hereby grant a non-exclusive, worldwide, perpetual, irrevocable (to the extent permitted by law), worldwide right to the EY Persons to Use Your Materials for the Purpose on any media throughout the world.
- b) You consent to the EY Firms using Your Materials for research, educational or any other purposes, as may be decided by any EY Firm in its sole discretion, as long as such use does not divulge Your identity or the identity of Your Related Persons to any person other than an EY Person, or a the Judges (if You are a competition participant).
- c) Save as may be required by applicable data protection law with respect to Your personal data, You acknowledge and agree that Your Materials will not be returned to You.
- d) To the extent that any Use of Your Materials in accordance with these T&Cs involves the processing of Your personal data, then the Privacy Note at Attachment 1 applies.
- e) You acknowledge that if at any time You withdraw Your consent to any of Your personal data which is incorporated in Your Materials being processed (as defined by applicable data protection law) in accordance with these T&Cs, no EY Firm is obliged to delete any of Your personal data from its EY Materials which may have been created or published or otherwise distributed before Your consent was revoked. The withdrawal of consent shall not affect the lawfulness of the use of Your personal data in such EY Materials.

## **2. Information/background checks**

You understand, authorize and agree that, in connection with Your participation in the Program, any EY Firm, and/or third parties acting on their behalf may seek information about You or Your Related Persons. You authorize all persons (including, without limitation, education providers, educational institutions and/or employers), and investigative agencies to provide any EY Firm, and/or any third parties acting on its or their behalf with any information EY might reasonably require in order to review Your submission.

## **3. Warranties**

You warrant to each EY Firm that, and to the extent You are signing a form on behalf of any other person(s) (including, without limitation, any employees), You warrant to each EY Firm in relation to, and on behalf of, such other person(s) that:

- a) You have all requisite power, rights and authority to enter into, and carry out the obligations under these T&Cs and You hereby confirm that You have obtained any and all authorizations, consents, clearances, permissions, releases and licences necessary to for Your Materials to be used as anticipated by these T&Cs and that none of Your Materials contain confidential information that cannot be shared as anticipated by these T&Cs;
- b) You shall perform Your obligations under these T&Cs in compliance with all applicable laws and regulations;
- c) use by any EY Firm of Your Materials as authorized herein will not violate or infringe any copyright, trademark, or other intellectual property or proprietary or privacy rights of any person or entity;
- d) You are not a party to, and Your Materials are not subject to any contract or arrangement which would conflict with Your permissions herein;
- e) Your Materials contain no libelous or unlawful material or instructions that may cause harm or injury; and
- f) statements in Your Materials asserted as fact are true or based upon generally accepted professional research practices to Your reasonable professional knowledge.

You shall indemnify and hold each EY Person harmless against all liability, including

expenses and reasonable counsel fees, from any claim which if sustained would constitute a breach of the foregoing warranties.

#### **4. Intellectual Property**

All intellectual property rights in any materials created by any EY Firm in connection with the Program (including any materials which incorporate Your Materials) will be owned by, and remain vested in, the relevant EY Firm on creation.

#### **5. Confidentiality**

All information given by, or on behalf of, any EY Person to You, or otherwise obtained by You in connection with the Program (including any information obtained by You relating to the Program's competition participants and Judges) that ought reasonably to be treated as confidential and/or proprietary (including, without limitation, relating to the business or operations of any EY Firm or any EY Person, or any client of any EY Firm) shall be treated by You as confidential, and You shall not disclose any such information to any third parties. However, You shall be able to disclose such information to the extent that it: (i) is or becomes public other than through a breach of these T&Cs, or (ii) must be disclosed under applicable law, regulations or legal process, provided that You shall, to the extent permissible under applicable law and regulations: (a) disclose no more information than is strictly necessary, and (b) provide prior written notice to the relevant EY Firm before making such disclosure, and follow the relevant EY Firm's reasonable instructions in relation to the making of such disclosure.

#### **6. Winners/Revocation/Termination/Cancellation**

If You are a competition participant You understand that entry into the Program does not guarantee that You will be successfully selected for participation in the Program or selected as an award winner. The Program and Your participation in the same will be conducted in accordance with the Program rules as they may change from time to time, as determined by the relevant EY Firm from time to time and the Judges. You understand that decisions by the Judges and the relevant EY Firm(s) are final and binding. Any award given to You under the Program is non-exchangeable, non-transferrable and no cash alternative is offered. You understand that Your participation in the Program and Your ability to hold Yourself out as a participant, finalist and/or winner of the same is subject to revocation and termination by any EY Firm at any time: (i) to comply with applicable law or regulations, (ii) if You have breached these T&Cs in any way, and/or (iii) if You or any of Your Related Persons, engage or are alleged to have engaged, in actions that, in the relevant EY Firm's opinion, would reflect adversely on the Program or on any EY Persons or any Relevant Parties (including, without limitation, because You or Your Related Parties have breached applicable law or regulations). You also understand that the Judges and any EY Firm reserves the right to, in its and/or their absolute discretion, deselect You or any entrant at any stage of the Program, without providing any reasons, or change, suspend and/or cancel the Program (or any part or element of the Program) at any time. Should EY cancel the Program, these T&Cs shall automatically terminate.

#### **7. Publicity**

You shall not make any disclosure regarding any matter connected with these T&Cs or use EY's name or logo or make any public statements/press releases/interviews/social media posts or any such communication, without an EY Firm's prior written consent.

## **8. Release**

In consideration of Your participation in the Program, on behalf of You or Your Related Persons and Your and their heirs, executors and administrators, to the furthest extent permitted by applicable law and regulations, You hereby release and forever discharge (i) each EY Firm; and (ii) each EY Person, from any and all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with Your participation in the Program or use of Your Materials in accordance with these T&Cs. EY shall not be liable for any death, injury, financial loss or damage sustained by You or any Related Person as a result of, or arising from any circumstances. You agree to indemnify EY against all costs, claims, damages and expenses that You or a third party incurs as a result of, or in connection with any complaint or claim made or brought against EY in respect of any act or omission on the part of You or any Related Persons.

## **9. Liability**

Without prejudice to Your above release, to the furthest extent possible by applicable law and regulations, no EY Firm or EY Person shall, in any circumstances, be responsible or liable, whether in contract or tort, under statute or otherwise, to You for any loss or damage in connection with claims arising out of these T&Cs, or otherwise relating to the Program and Your participation in the same, whether or not the likelihood of such loss or damage was contemplated, including without limitation, any amount with respect to loss of profit, loss of data or damage to goodwill, or any consequential, incidental, indirect or special loss.

## **10. Miscellaneous**

Nothing in these T&Cs is intended to create a partnership or the relationship of principal and agent, or employer and employee between the parties. You shall not have authority to act as agent for, or to bind, any EY Firm in any way, and no EY Firm shall have authority to act as agent for, or to bind, You in any way.

## **11. Disputes**

Any dispute or claim (including non-contractual disputes) arising out of or relating to these T&Cs, and/or Your participation in the Program shall be governed by and construed in accordance with English law, and shall be subject to the exclusive jurisdiction of the English courts, to which each of us agrees to submit for these purposes.

## **Attachment 1**

### **Privacy Notice**

#### **EY Risk Transformation Awards**

##### **1. Introduction**

This Privacy Notice is intended to describe the practices EY follows for the EY Risk Transformation Awards (“RTA” or the “Program”), with respect to the privacy of all individuals whose personal data is collected, processed and stored in the EY systems, judging management software, virtual event and networking platforms and video conferencing technologies used to deliver the Program (together the “Tools”). For information on the Tools used in the Program, please see Appendix 1 to this Privacy Notice, contact your usual EY representative or email [global.data.protection@ey.com](mailto:global.data.protection@ey.com).

Participants compete in the RTA program in their local markets.

The Program takes place through a combination of virtual and in-person events and activities including but not limited to nominee submission of applications, interviews, selection of finalists and winners by an independent panel of judges, media promotions, award ceremonies, networking events and alumni connection and engagement.

This Privacy Notice should be read together with the [ey.com Privacy Statement](#), and in case of any conflict with the [ey.com Privacy Statement](#), the terms of this Privacy Notice will prevail. Please read this Privacy Notice carefully.

##### **2. Who manages the Program?**

“EY” refers to one or more of the member firms of Ernst & Young Global Limited (“EYGM”), each of which is a separate legal entity and can determine the purposes and means for data processing in its own right (i.e. act as a data controller or in a similar capacity).

The entity that is acting as data controller (or similar capacity) is the Member Firm managing the EY Risk Transformation Awards Program in which You are participating. The Tools in which Your personal data will be processed and stored is provided by EYGM Limited, an EY global entity, acting as data processor to the EY Member Firms.

The personal data in the Tool is shared by EYGM Limited with one or more member firms of EY (see “Who can access Your personal data” section 6 below).

##### **3. Why do we need Your personal data?**

Personal information that is processed as part of the Program in the Tools is used primarily to support the Program’s nomination, judging, interview, recognition, engagement phases as follows.

- i. creation of press releases and other marketing and promotional materials, including but not limited to materials aimed at amplifying risk management through the Program and (if You are a competition participant) materials aimed at recognising Your story/journey as a risk manager, whether in print, online, or in other media;
- ii. to communicate and engage with You on an ongoing basis, as it pertains to the EY Risk Transformation Awards and the Program;
- iii. authentication of You in relevant tools as further described in Attachment 1;
- iv. discussing potential business opportunities with You;
- v. verification of information obtained through background and/or information checks;
- vi. evaluation and development of the Program;
- vii. if You are a competition participant, evaluation of Your submission by the independent panel of judges to enable You to compete in the Program; and

- viii. in aggregated or anonymized form, EY may use data for the purposes of research, or benchmarking, as may be decided by any EY Firm in its sole discretion.

The accuracy of the personal data processed in the Tools is maintained by Program management teams for each Risk Transformation Awards Program that is undertaken. Once an EY Risk Transformation Awards Program is completed, the original nomination form and any financials are not updated any further. EY keeps personal contact information up-to-date and may note company changes in client relationship management Tools (CRM) and alumni Tools.

In the RTA nomination form (or for judges, Your judging materials) we will ask You to provide Your consent to add Your contact details in EY's CRM systems for CRM and analytics purposes. You are free to provide such consent or not. Should You subsequently wish to "opt-out" of receiving marketing materials from EY (whether related to the EY Risk Transformation Awards Program or not), You can withdraw Your consent by clicking the unsubscribe link included in email communications or contacting [global.data.protection@ey.com](mailto:global.data.protection@ey.com).

EY relies on the following basis to legitimize the processing of Your personal data in the Tools:

We process Your personal data based on Your consent. It is Your choice whether you provide your consent or not and you have the right to withdraw Your consent at any time. However, if You do not provide all or part of Your personal data, we may be unable to carry out the purposes for processing and You may be unable to continue in the RTA program. Please refer to Section 4 for a description of personal data collected.

If You have any questions about the processing of Your personal data in the Tools, please contact Your usual EY representative or email [global.data.protection@ey.com](mailto:global.data.protection@ey.com).

Additionally, the interviews with the independent panel of judges for the Program may take place using virtual event and networking platforms and videoconferencing technologies (see "other Program Technologies" in Appendix 1 for a list of these technologies). The session may be recorded for purposes of the judging process and only used by judges during the Program judging phase. Materials will be deleted after judging.

#### **4. What type of personal data is processed?**

The following personal data categories are processed:

Personal Data processed relates to Program participants including Nominators/Candidates and Judges. This data is sourced from: EY systems, EY personnel, RTA judges, nominators, and candidates. Candidates could include EY clients.

##### ***Nominators/Candidates***

Personal data processed in the Tools relating to Program nominators and candidates includes their contact information (name, email, work or mobile phone number and address) and company related information (company name, address, URL and affiliated information such as "How long have You been working with Your company").

We may collect a nominee and/or company social media profile information to facilitate social tagging as part of Program recognition and engagement.

It is not mandatory for all the data fields within a nomination form to be completed by Nominators and Nominees. For example, Date of Birth (month and year only) is an optional field. They may not be collected at all in some countries unless the

Nominee is applying for a special award category. Mandatory data fields will be marked in the nomination form via a red asterisk.

EY may seek information about a Nominee or their company/organization to confirm or supplement information contained within their nomination form for the EY Risk Transformation Awards Program ("Background Checks"). Background Checks may include information obtained from publicly available sources such as (social) media, or information from third-party sources.

In addition to the Personal Data, which is processed in the Tool, the RTA nomination form also asks Candidates for information relating to their company/organization and they are asked to provide the following details:

- a) Annual Sales
- b) Income Before Taxes
- c) EBITDA
- d) Risk management activities (Governance, Vision/Appetite, Risk-Enabled Strategic and Operational Processes and Technology Enablement)

You may also be asked to provide other information, including for example, Your headshot photo(s), EY press release, Your biography and related biographical information, the pronunciation and recording of Your name, the recording of Your responses to Program questions, Your music selections, and other video and photo materials ("Other Information").

Transfer of materials received from the winner to the independent panel of judges is handled by the local RTA team, using Judging Software to securely transfer, share and manage nominee submissions.

### ***Judges***

RTA admins will upload documents into the Judging Software and be responsible for managing and monitoring data, and ensuring it is deleted in compliance with local retention policies.

## **5. Sensitive personal data**

Sensitive personal data is data revealing Your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning sex life or sexual orientation.

EY does not intentionally collect any sensitive personal data from You via the Tools. The intention of the Program is not to process such information. Accordingly, please note that free text field(s) should not be populated with excessive personal data (including any sensitive personal data) and/or confidential client information.

## **6. Who can access Your personal data?**

EY will not transfer Your personal information to third parties (other than those parties specifically contracted to execute the Program) unless we have Your permission or are required by law to do so. We will only disclose Your personal information to third parties that have agreed in writing to provide an adequate level of privacy protection. Your personal information may be accessed in the Tools by the following persons in connection with the RTA Program.

USER GROUP	LOCATION	PURPOSE	ACCESS	
<b>NOMINATIONS</b>				
RTA System Admin set up		Account set up by MyEY and EY Assess Admin set up to EY Program administrators. Access and training	Update and support	
EY Assess Tech support admin	Global	Supporting the Admin and Users with technical challenges	Tool support	
EY Program administrators and support staff	Global	Set up of tool. Upload and management of materials.	Full control	Varies by country program
<b>JUDGING AND INTERVIEWS</b>				
Judges	Global	Review and scoring of material for judging process	View/read	Varies by Program, but generally 6-10 per Program.
Video conferencing Technologies Support Desk (Microsoft Teams)	Global	Assist with any functionality issues with their technology only	*only in cases where the tool has problems	Various Technologies Support Desk
Other RTA participants	Global	To contact Program participants and alumni for purposes of networking.	Access to any personal data shared by Program participant to their profile on the RTA System and in any messages, they post on the RTA System.	Varies by Program year.

In addition to the above chart, EY personnel at all levels will have access to personal data on a “need to know basis” for the purposes of delivering the Program. EY personnel are subject to various member firm and professional guidelines governing the use of personal data obtained during the course of their work, and these guidelines apply to personal data collected for the



Program.

The access rights detailed above involves transferring personal data in various jurisdictions in which EY operates (EY office locations are listed at [www.ey.com/ourlocations](http://www.ey.com/ourlocations)). An overview of EY network entities providing services to external clients is accessible [here](#) (See Section 1 (About EY) - "View a list of EY member firms and affiliates"). EY will process Your personal data in accordance with applicable law and professional regulations in Your jurisdiction. Transfers of personal data within the EY network are governed by EY's [Binding Corporate Rules](#).

EY transfers or discloses the personal data EY collects to third-party service providers (and their subsidiaries and affiliates) who are engaged by EY to support EY's internal ancillary processes. For example, EY engages service providers to provide, run and support EY's IT infrastructure (such as identity management, hosting, data analysis, back-up, security and cloud storage services) and for the storage and secure disposal of EY's hard copy files. It is EY's policy to only use third-party service providers that are bound to maintain appropriate levels of data protection, security and confidentiality, and that comply with any applicable legal requirements for transferring personal data outside the jurisdiction in which it was originally collected.

To the extent that personal data has been rendered anonymous in such a way that You or Your device are no longer reasonably identifiable, such information will be treated as non- personal data and the terms of this Privacy Notice will not apply.

For data collected in the European Economic Area (EEA) or which relates to individuals in the EEA, EY requires an appropriate transfer mechanism as necessary to comply with applicable law.

## **7. Data retention**

Retention periods vary in different jurisdictions and are set in accordance with local regulatory and professional retention requirements. Personal Data, such as participants' contact information, will be deleted 7 years after completion of the RTA Program. Aggregate data may be kept for up to 7 years. For the period beyond 7 years of completion of the RTA Program, the only information that will be retained on participants is their name, the company/organization they are associated with, the year they participated in the RTA Program and whether they were a winner/runner up. This information is retained in the system so that the Program Managers have an entire history of participants in the Program. They are frequently asked if a certain company or person has participated in the RTA contest and if they won an award.

## **8. Security**

EY protects the confidentiality and security of information it obtains in the course of its business. Access to such information is limited, and policies and procedures are in place that are designed to safeguard the information from loss, misuse and improper disclosure. Additional information regarding our approach to data protection and information security is available in our [Protecting Your data](#) brochure.

## **9. Controlling Your personal data**

EY will not transfer Your personal data to third parties (other than any external parties referred to in section 6 above) unless we have Your permission or are required by law to do so.

You are legally entitled to request details of EY's personal data about You. To confirm whether Your personal data is processed in the Tools or to access Your personal data in the Tools or (where applicable) to withdraw Your consent, contact Your usual EY representative or email Your request to [global.data.protection@ey.com](mailto:global.data.protection@ey.com).

#### **10. Object, rectification, erasure, restriction of processing or data portability**

You can confirm Your personal data is accurate and current. You can object to the processing of Your personal data or request rectification, erasure, restriction of processing or a readily portable copy of Your personal data by contacting Your usual EY representative or by sending an e-mail to [global.data.protection@ey.com](mailto:global.data.protection@ey.com).

## 11. Complaints

If You are concerned about an alleged breach of privacy law or any other regulation, contact EY's Global Privacy Leader, Office of the General Counsel, 6 More London Place, London, SE1 2DA, United Kingdom or via email at [global.data.protection@ey.com](mailto:global.data.protection@ey.com) or via Your usual EY representative. An EY Privacy Leader will investigate Your complaint and provide information about how it will be handled and resolved.

If You are not satisfied with how EY resolved Your complaint, You have the right to complain to Your country's data protection authority. You can also refer the matter to a court of competent jurisdiction. Certain EY member firms in countries outside the European Union (EU) have appointed a representative in the EU to act on their behalf if, and when, they undertake data processing activities to which the EU General Data Protection Regulation (GDPR) applies. Further information and the contact details of these representatives are available [here](#).

## 12. Contact us

If You have additional questions or concerns, contact Your usual EY representative or email [global.data.protection@ey.com](mailto:global.data.protection@ey.com).

## **APPENDIX 1**

### **The Tools**

#### **Judging Software**

- 1.) EY Assess: EY Assess is a maturity assessments solution, enabling clients, organizations and EY practitioners to drive end-to-end assessments.

#### **Other Program Technologies**

- 1.) Microsoft Teams. EY Global Services Limited licenses Microsoft Teams from Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 USA. EYs default (home) tenant location is defined in the European Union with satellite locations currently defined for Australia, Canada, United Kingdom and United States geographies. Further details on specific city locations of data within these regions can be found [here](#).
- 2.) For purposes of EY's global risk management research, education or other Program purposes, RTA data will be processed in EY's Trusted Data Fabric tool that is hosted on Microsoft Azure servers in Germany, the Netherlands, the UK and the US.