

TERMS AND CONDITIONS FOR PARTICIPATION IN DELOITTE EVENTS

INITIAL PROVISIONS

1. These General Terms and Conditions (the "**Terms and Conditions**"), issued in accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), govern the mutual rights and obligations, i.e. the rights and obligations between us, i.e. any of the Deloitte¹ Entities in the Czech Republic ("**Deloitte**"), as listed on the website <https://www2.deloitte.com/cz/cs/pages/about-deloitte/articles/legal-info.html>, in organising and enabling events (the "**Events**") and you, i.e. the person interested in participating in the Event (the "**Participant**").

CONCLUSION OF AGREEMENT

2. **Registration of the Participant.** The Participant shall make a binding Event registration (the "**Registration**") by completing and submitting the registration form (the "**Form**") via the [akce.deloitte.cz](https://www2.deloitte.com/cz/cs/footerlinks1/legal.html?icid=bottom_legal) portal containing the Event offer (the "**Portal**"). The Participant agrees to provide up-to-date and true information in the Form. The terms and conditions relating to the use of the Portal are specified at the following address: [https://www2.deloitte.com/cz/cs/footerlinks1/legal.html?icid=bottom legal](https://www2.deloitte.com/cz/cs/footerlinks1/legal.html?icid=bottom_legal). Unless otherwise expressly determined by Deloitte, the Registration can only be made on the Portal and registration through third party sites will not be accepted. For avoidance of doubt, the announcement of the Event does not constitute an agreement proposal, but merely an invitation to submit an offer.
3. **Event Package.** Deloitte may organise multiple thematically or otherwise related Events (the "**Event Package**") for which the Participant may register at the same time through a single Registration. In the case of the Registration for the Event Package, these Terms and Conditions shall apply accordingly.
4. **Conclusion of the Agreement.** Upon submission of the Form, the Participant will receive a confirmation of the Registration for the Event (the "**Confirmation**"), which will result in entering into an Event participation agreement of the Participant; these Terms and Conditions form an integral part of the participation agreement (the "**Agreement**"). Deloitte is under no obligation to send the Confirmation.

PARTICIPATION FEE

5. **Participation Fee.** The Participant shall pay the Event participation fee in the amount indicated at the time of the Registration (the "**Participation Fee**") via a cashless transaction immediately after submitting the Form or within the period specified in the invoice issued, which shall not be less than fourteen (14) days. Payment of the Participation Fee is a condition for the participation in the Event unless the Participation Fee is due later as per the invoice issued. If Deloitte fails to send the Confirmation, the Participation Fee will be refunded. The Participation Fee for past Events is non-refundable, even if the Participant had not attended the Event.
6. **Tax Document.** A tax document will be issued in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, and sent to the Participant's e-mail address indicated in the Form.
7. **Costs.** The Participation Fee covers only admission to the Event. The Participation Fee does not include the payment of any costs incurred by the Participant in connection with their participation in the Event, such as, but not limited to, accommodation for the duration of the Event, travel or other costs associated with transportation to the Event venue, the cost of connecting to the Event or the Participant's technical equipment. Any costs associated with the payment of the Participation Fee (in particular transaction fees) shall be borne by the Participant.

¹ "Deloitte Entities" means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its member firms and their respective subsidiaries and affiliates (including Deloitte), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors (including the Subcontractors) and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL. "Deloitte Central Europe" refers to the regional organization of entities organized under the umbrella of Deloitte Central Europe Holdings Limited, the member firm in Central Europe of Deloitte Touche Tohmatsu Limited. Services are provided by the subsidiaries and affiliates of Deloitte Central Europe Holdings Limited, which are separate and independent legal entities.

8. **Payment in Advance.** Irrespective of the payment method selected by the Participant, Deloitte reserves the right to require payment of the Participation Fee in advance and not to allow the Participant access to the Event until the Participation Fee has been credited to Deloitte's bank account.
9. **Voucher.** Deloitte shall be entitled to issue a voucher entitling the holder to a discount on the Participation Fee for one Participant in the amount specified therein, for a specific Event or for any Event at the holder's option (the "**Voucher**"). The Voucher is non-transferable and may be redeemed with Deloitte only once, and only in written form to the electronic address specified therein, subject to the Voucher ID and subsequent Registration as instructed by Deloitte. The validity of the Voucher is limited to the time specified therein. The Voucher cannot be exchanged for cash. Upon redemption of the Voucher, the Voucher will expire. The Participant's participation in the Event is subject to the Terms and Conditions, as applicable.

RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

10. **Deloitte's Code of Conduct.** The Participant hereby acknowledges and agrees to act in accordance with the standards identified as "Principles" in Deloitte's Supplier Code of Conduct published on the following website: <https://www2.deloitte.com/cz/cs/pages/about-deloitte/articles/ethics-and-independence.html>.
11. **Change of the Participant.** Access to the Event is intended only for the person named in the Form and any change in the Participant's identity is possible only upon Deloitte's prior written consent.
12. **Obligations of the Participant.** During the Event, the Participant agrees to comply with these Terms and Conditions and the instructions of the Deloitte representative or the presenter. The Participant agrees to refrain from any action that may disrupt the progress of the Event.
13. **Technical Equipment.** Deloitte accepts no responsibility for the Participant's technical equipment and thus for the Participant's ability to participate in the Event. The technical equipment requirements necessary to participate in the Event are specified on the Portal. Before paying the Participation Fee, the Participant is expected to have tested that the video and sound work with their technical equipment (hardware and software) as well as the internet connection being used.
14. **Rejection of Participation in the Event.** Should the Participant breach any terms, conditions or obligations, their participation in the Event may be rejected or they may be expelled from the Event without entitlement to a refund of the Participation Fee.
15. **Copyright.** The making of visual, audio or visual-sound recordings during the Event, capturing the content of the subject matter of the Event or the speakers or other participants, or the content of their contributions during the Event is prohibited. Any materials provided to the Participant during or in connection with the Event (the "**Materials**") are for the Participant's personal, non-commercial use only and are subject to the copyright of the originator of such Materials or its distributor. The Participant is thus **not entitled**, in particular, but not limited to, reproducing, distributing, renting, lending, exhibiting or disclosing the Materials to the public. Violation of this obligation may constitute a breach of Act No. 121/2000 Coll. (the Copyright Act), as amended.
16. **Limitation of Liability.** Although Deloitte has made commercially reasonable efforts to make the Event useful to Participants, Deloitte provides no guarantee of the accuracy, completeness or suitability of the information provided in or in connection with the Event or the accuracy or completeness of the Materials. The Event is for educational purposes only and does not constitute the provision of professional advice in any particular case, nor should it be relied upon as professional advice. Participants are thus solely and entirely responsible for the decisions they make. Without prejudice to the limitations in Section 2898 of the Civil Code, Deloitte shall not be liable to the Participant for any detriment arising from participation in the Event or the use of the information obtained therein.
17. **Indemnification.** The Participant undertakes to indemnify Deloitte for all claims brought against Deloitte by third parties in connection with the Participant's attendance at the Event.
18. In the case of the Event Package, the Participant shall have the right to withdraw from the Agreement exclusively in relation to all Events that are part of the Event Package, and only until the commencement of the first of these Events.

EVENT ORGANISATION

19. **Rejection of the Registration.** Deloitte reserves the right to reject the Registration without giving a reason, for example (but not limited to) when full capacity has been reached due to spatial or technical limitations.
20. **Organisational Instructions.** Organisational instructions regarding the venue, date, time and other information required in connection with participation in the Event will be sent to all registered Participants well ahead of the Event.

21. **Changes to the Event.** Deloitte reserves the right to make changes to the Event, including but not limited to changing the date of the Event, the person presenting at the Event (while always maintaining the quality and length of the educational event), or the venue of the Event. Deloitte will inform registered Participants of any changes as soon as possible by telephone or electronically by email.
22. **Event Cancellation.** Deloitte reserves the right to cancel the entire Event due to unexpected and unforeseeable circumstances (sudden restriction of transport services due to strike or adverse weather conditions, damage or destruction of the premises of the educational event, illness of a speaker, pandemic measures, etc.), in cases of emergency, in cases where Deloitte cannot be fairly required to hold the Event, or if the minimum number of Event participants is not reached. In such case, Deloitte will refund the Participation Fee paid.
23. **Changes or Corrections to the Registration.** A request to make corrections or changes to the Registration (including the cancellation of participation, i.e. withdrawal from a binding registration in the sense of terms defined below) may be made by sending a written request to the email address specified in Article 36 of these Terms and Conditions, and the correction or change will only be effective upon receipt of a written confirmation from Deloitte. For avoidance of doubt, Deloitte is under no obligation to accept the request or state a reason for not accepting it.

CONSUMER RIGHTS

24. **Withdrawal from the Agreement.** The Participant who is a natural person and takes part in the Event outside the scope of their business activity or outside the scope of independent exercise of their profession (the "Consumer") is entitled to withdraw from the Agreement, if it was concluded remotely or outside Deloitte's business premises, within fourteen (14) days from the date of conclusion of the Agreement, by sending a notice to the address specified in Article 36. Upon withdrawal, Deloitte shall refund the Participation Fee in the same manner in which the Consumer paid it. If the Participant exercises the right of withdrawal, Deloitte shall only be entitled to the costs already incurred in connection with the Event.
25. **Limitation of the Withdrawal from the Agreement.** The Consumer shall not have the right to withdraw under Article 24 of these Terms and Conditions if (i) the date of the Event selected by the Consumer precedes the expiry of the withdrawal period under Article 24 of these Terms and Conditions, or (ii) the Client has been given the opportunity to participate in the Event (by receiving the login details or by attending the Event in person). In the event of withdrawal from the Event Package by the Consumer, Article 18 of these Terms and Conditions shall apply accordingly.
26. **Sample Notice of Withdrawal.** Sample of the withdrawal notice from the Agreement (Registration Cancellation) forms Appendix 1 to these Terms and Conditions.
27. **Information on Out-of-Court Settlement of Disputes.** Information on the manner of handling out of court complaints, including information on whether a complaint can be addressed to a supervisory body or a state supervisory authority can be found at: https://www2.deloitte.com/cz/cs/footerlinks1/informace-pro-spotrebitele.html?icid=bottom_informace-pro-spotrebitele

PROTECTION OF PERSONAL INFORMATION

28. **Definitions.** All capitalised terms in this section shall have the meaning assigned to them in these Terms and Conditions or by legislation to the extent in which it is applicable at the relevant time: (i) national legislation implementing the Directive 2002/58/EC on privacy and electronic communications; (ii) the General Data Protection Regulation ((EU) 2016/679); and (iii) any other national personal data protection legislation (the "Data Protection Legislation").
29. **Information on Processing of Personal Data.** The parties acknowledge that the Personal Data provided by the Participant, its staff or representatives will be processed by Deloitte as the Controller for the following purposes, or, more precisely, in connection with (i) the provision of Services; (ii) ensuring compliance with applicable legal, regulatory or professional requirements; (iii) handling requests or notifications from the relevant authorities; (iv) agreement administration, financial accounting, compliance with internal regulations, risk analysis and client relationships; and (v) use of systems and applications (hosted or internal) for information technology and information system services (the "Purposes"). The personal data processed by Deloitte comprise the name, surname, residential/registered office address, email address and telephone number, position and company name.
30. **Deloitte Privacy Statement.** For the above-mentioned Purposes, Personal Data may be disclosed/transferred to Personal Data Recipients (including Data Controllers and Data Processors) and may be processed by such Recipients as specified in the Deloitte Privacy Statement available at: https://www2.deloitte.com/content/dam/Deloitte/ce/Documents/deloitte-ce-privacy-statement-for-clients/local/CZ_Prohl%C3%A1%C5%A1en%C3%AD%20Deloitte%20Central%20Europe%20o%20ochran%C4%9B%20osobn%C3%ADch%20%C3%BAtaj%C5%AF.pdf?nc=1 (the "Deloitte Privacy Statement"). Unless

disproportionate effort is required, the Participant shall ensure that data subjects (its relevant employees, representatives, contractors and clients) are informed of the Deloitte Privacy Statement.

CLAIMS

31. **Liability for Defects.** The rights and obligations of the parties to the Agreement regarding liability for defects, i.e. rights arising from a defective performance, are governed by the relevant generally binding regulations (especially Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).
32. **Receiving Claims.** Deloitte receives claims at the address specified in Article 33 of these Terms and Conditions.

TERM OF THE AGREEMENT AND OTHER PROVISIONS

33. **Term of the Agreement.** The Agreement is concluded for a definite period until the mutual obligations have been fulfilled, unless terminated earlier by one of the manners specified below. The Agreement may terminate by (i) the fulfilment of mutual obligations, (ii) cancellation of the Event pursuant to Article 20, (iii) the Participant's withdrawal from the Registration for the Event (cancellation of participation) pursuant to Article 24, or (iv) cancellation of the Agreement pursuant to Article 34.
34. **Cancellation of the Agreement.** If the Participant delivers a notice of cancellation to the contact address specified in Article 36 of these Terms and Conditions for the Event (i) held online at least 24 hours before the start of the Event or (ii) for other Events at least 72 hours before the start of the Event, Deloitte shall refund the Participation Fee to the account from which it was paid within 60 days, or it may be applied as a credit for another Deloitte Event. The money shall be refunded to the Participant once the Participant's account number has been confirmed via the email address provided in the Form. For avoidance of doubt, it applies that cancellation of the Agreement on behalf of the Participant after the expiry of the above-mentioned time limits is not possible, unless stated otherwise in these Terms and Conditions or by a valid legal regulation.
35. **Governing Law.** Legal relationships between the Participant and Deloitte not expressly regulated by these Terms and Conditions shall be governed by the laws of the Czech Republic and unless agreed otherwise, provisions of the Civil Code shall apply. Any potential dispute shall be resolved by a court within Deloitte's local jurisdiction.
36. **Deloitte's Contact Information.** The following contact details shall be used for all communication with Deloitte in connection with these Terms and Conditions and the Event: Address: Deloitte Advisory s.r.o., Italská 2581/61, 120 00 Prague 2, e-mail: ceakce@deloitte.com.
37. **Entireness of the Terms and Conditions.** These Terms and Conditions form the entire agreement relating to the Participant's attendance at the Event and no other provisions, documents or appendices not expressly defined or referred to in the Terms and Conditions shall apply to this contractual relationship. Any application of the order, terms and conditions or other documents of the Participant or the company represented by the Participant is expressly excluded. Any modification or amendment to these Terms and Conditions may only be made in writing with the consent of authorised representatives of Deloitte and the Participant, i.e. the company represented by the Participant.
38. **Versions and Amendments to the Terms and Conditions.** These Terms and Conditions are effective as of 1 December 2021. Deloitte reserves the right to amend the Terms and Conditions at any time. However, the amended Terms and Conditions shall only apply to Agreements entered into based on the Registration made after the effectiveness of the new Terms and Conditions.

Appendices:

- Appendix No. 1 – Sample Notice of Withdrawal from the Agreement

Appendix No. 1 - Sample notice of the Consumer's withdrawal from the Event Participation Agreement

Addressee (*):

- Deloitte Advisory s.r.o., with its registered office at Italská 2581/67, Vinohrady, 120 00 Prague 2, Czech Republic, Corporate ID: 275 82 167, recorded in the Register of Companies maintained by the Municipal Court in Prague, Section: C, File No.: 113225,
- Deloitte Audit s.r.o., with its registered office at Italská 2581/67, Vinohrady, 120 00 Prague 2, Czech Republic, Corporate ID: 496 20 592, recorded in the Register of Companies maintained by the Municipal Court in Prague, Section: C, File No.: 24349,
- Deloitte Legal s.r.o., advokátní kancelář, with its registered office at Italská 2581/67, Vinohrady, 120 00 Prague 2, Czech Republic, Corporate ID: 290 55 130, recorded in the Register of Companies maintained by the Municipal Court in Prague, Section: C, File No.: 163302,
- Deloitte BPS a.s., with its registered office at Italská 2581/67, Vinohrady, 120 00 Prague 2, Czech Republic, Corporate ID: 271 60 831, recorded in the Register of Companies maintained by the Municipal Court in Prague, Section: B, File No.: 9402,
- Deloitte Security s.r.o., with its registered office at Italská 2581/67, Vinohrady, 120 00 Prague 2, Czech Republic, Corporate ID: 278 99 152, recorded in the Register of Companies maintained by the Municipal Court in Prague, Section: C, File No.: 125118,
- Deloitte CZ Services s.r.o., with its registered office at Italská 2581/67, Vinohrady, 120 00 Prague 2, Czech Republic, Corporate ID: 056 60 904, recorded in the Register of Companies maintained by the Municipal Court in Prague, Section: C, File No.: 268054,

I hereby withdraw from the Event Participation Agreement:

Event Participation Agreement entitled: _____

Date of conclusion of the Agreement:

Name and Surname of the Consumer:

Consumer Signature:

Date

(*) Strike out (delete) as appropriate.