Terms and Conditions – KPMG Private Enterprise's Global Tech Innovator 2025

This competition is being run by KPMG Netherlands, a company limited by guarantee incorporated in the Netherlands with company number 33263682, in conjunction with KPMG International, a company limited by guarantee incorporated in England and Wales with company number 12474966. The registered office of KPMG International is at 15 Canada Square, London, E14 5GL. All references to '**KPMG**', '**we**' and '**our**' within these Terms and Conditions shall mean KPMG International and KPMG Netherlands unless clearly indicated otherwise

Entry Dates

The competition will open on 15 April 2025. In order to enter the competition you must complete and submit the application form available at:

Qualtrics Survey | Qualtrics Experience Management

before 23:59 on 25 May 2025 and be available to attend a National Competition during May-August 2025 (successful applicants will be informed of the National Competition joining procedures) and the global Final in November 2025 (as explained below) if your entry progresses to that stage. We reserve the right for national and global events to be virtual depending on relevant restrictions at that time.

Who Can Enter?

This Competition is aimed at businesses typically in the start-up and scale up phase and which have innovative technologies, robust business models, the ability to demonstrate traction in their activities and the potential for global scale.

For the purposes of competition, applicants should:

Be a registered company (including partnerships and equivalent for-profit corporate structures) in one of the following countries:

- Áustria
- Botswana
- Brazil
- Colombia
- East Africa
- Estonia
- Finland
- Germany
- Ghana
- Ireland
- Japan
- Kenva
- Mauritius
- Mexico
- Mozambique
- Namibia
- Netherlands
- Philippines
- Portugal
- Rwanda
- Saudi Arabia
- South Africa
- Sweden
- Tanzania
- Turkey
- Uganda
- UK
- US

- Zambia
- Zimbabwe
- Have been operating for 7 years or less (in current form)
- Revenue generating between USD \$1-10m; or have raised at least \$500,000 in equity
- Either a pure technology, tech-driven or a tech-enabled business
- Not majority owned by a large corporate

You must be available to pitch your entry at:

- A National Competition to be held between [May and August] 2025 (successful entrants will be informed of the dates for their national competitions); and
- At the global finals in November (if selected as a national winner).

All entrants entering the competition on behalf of a company must:

- Be residents of the country in whose national heat they apply to participate; and
- Be aged 18 or over.

KPMG employees and contractors are prohibited from entering the competition.

The competition is not open to any company which is a KPMG audit client or an affiliate or a connected party to an audit client.

There should not be more than one entry per company/entity.

Assessment Process

All valid applications will be assessed once the application stage closes. Applications will be collated and assessed by KPMG professionals under three categories with equal weighting to each. The categories are; innovation and disruption, market potential, and traction and momentum.

Applicants who are successful after this initial assessment and subject to KPMG screening checks will be invited to pitch at the National Competition where they will be judged by a panel of industry experts made up from within KPMG and outside of KPMG. Some countries will have Regional Competitions in addition to a National Final.

All applications will be scored under five categories with equal weighting to each. The categories are; innovation, entrepreneurial spirit, company growth potential, customer focussed and risk awareness. The decisions of the industry expert panels will be final and no correspondence will be entered into.

One winning entry from each National Competition will win the chance to pitch at the Final to be held in November where the overall winning entry will be announced.

Written feedback will be provided to the applicants in relation to their scores awarded at the country competitions and the Final.

There are no charges for entering the Competition. Applicants will be responsible for ensuring that they have the necessary technology and internet access to participate in all virtual/online aspects of the competition.

Finalist Prizes

One entry from each National Competition will be selected to go to the finals in November 2025 where they will pitch to industry experts on stage and one overall winner will be selected as the KPMG Private Enterprise Global Tech Innovator 2025.

Finalists will receive

• Attend KPMG events and sponsored events with business luminaires and CEOs from leading fast growth private global business

The overall winner will receive the right to identify their business as the KPMG Private Enterprise Global Tech Innovator 2025

Publicity

Winners of the Competition agree that KPMG may use their name and image, and the name and branding of the company that they are entering, to announce the winner of the Competition and for any other reasonable and related promotional and marketing purposes.

Contestant Intellectual Property

Participants warrant that any submissions entered as part of the Competition shall be their own original work and shall not infringe any intellectual property rights of any other person or entity.

Participants hereby grant to KPMG a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use the content of their submissions and pitch materials and any intellectual property included in the submissions, for the purpose of administering the Competition and for KPMG's own purposes, including sharing the submissions with its network of KPMG member firms for their further development of solutions to their business.

KPMG Intellectual Property

Participants may announce their participation in the Competition and refer to KPMG when doing so subject to KPMG policies including trademark requirements and restrictions. No other use of KPMG's name, logos, trademarks or other intellectual property (whether registered or not) is permitted without the express written permission of KPMG and no licence for the use of KPMG intellectual property is granted by these terms and conditions or by entry into the Competition. KPMG may at any time, in its sole discretion, require Participants to remove references to KPMG or the Competition.

Personal Data

KPMG, acting as a data controller will process the personal data of applicants as required to administer the Competition, including the Global Final. KPMG International processes personal data for the purposes of administering the Competition (including post-competition communications with participants) pursuant to the <u>KPMG International Privacy Notice</u>.

KPMG Netherlands acting as a data controller will process the personal data of applicants as required to administer the National Competition and any regional heats. KPMG Netherlands processes personal data pursuant to its privacy notice. https://kpmg.com/nl/en/home/misc/privacy.html

All personal data processing in relation to the Competition takes place subject to KPMG's legitimate interests.

KPMG entities may share personal data between them as required for the purposes of administering the Competition, subject to the safeguards outlined in the <u>KPMG</u> <u>International Privacy Notice</u>.

KPMG Netherlands may share your name and contact details with National or Regional Sponsors of the National Competition. Your consent will be sought for this, if required.

Public Health and Travel Restrictions

Public health and/or travel restrictions may mean that KPMG is required to change the timings or structure of the competition at short notice. For example, it may be necessary to conduct the Final virtually or to delay the Final if travel to Lisbon is not feasible for some or all participants.

If entrants are unable to attend the Final due to local travel restrictions, vaccination status, or other public health related reasons KPMG will make reasonable efforts to facilitate their involvement in a virtual way but this may not be possible and all decisions that KPMG takes with regard to the operation and timings of the competition shall be final.

Breach of Terms

If there is any reason to believe that there has been a breach of these terms and conditions, KPMG may, at its sole discretion, reserve the right to exclude you and/or your company from participating in the 2025 competition and future competitions operated by KPMG. By entering the Competition you are agreeing on your own behalf and all directors, and on behalf of the company which you are entering, to be bound by these terms and conditions.

Disclaimers

KPMG reserves the right to hold void, suspend, cancel, or amend the Competition and/or the prize where it deems it necessary to do so.

Insofar as is permitted by law, we will not in any circumstances be responsible or liable to compensate a winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused by our negligence or that of our employees. Your statutory rights are not affected.

These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the English courts.

The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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