



DAROVACÍ SMLOUVA (CZ)

DONATION AGREEMENT (CZ)

uzavřená

mezi

LEGO Traiding s.r.o.

A

Národní galerie v Praze

DAROVACÍ SMLOUVA

(dále nazývaná jen "smlouva")
(hereinafter referred to as the "Agreement")

DONATION AGREEMENT

<p>MEZI</p> <p>LEGO Trading s.r.o.. IČ: 25093762, sídlo: Dock in Three, Boudníkova 2506/1, 180 00 Praha 8, Česká republika</p> <p>korespondenční adresa: Dock in Three, Boudníkova 2506/1, 180 00, Praha 8, Česká republika zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 49132 (dále jen "Dárce")</p> <p>A</p> <p>Národní galerie v Praze IČ: 00023281 sídlo: Staroměstské nám. 606/12, 110 15 Praha 1, Česká republika</p> <p>(dále jen „Obdarovaný“)</p> <p>dále také jen "Smluvní strana/-y"</p>	<p>BETWEEN</p> <p>LEGO Trading s.r.o.. Reg. no. 25093762 address: Dock in Three, Boudníkova 2506/1, 180 00 Praha 8, Česká republika</p> <p>delivery address: Dock in Three, Boudníkova 2506/1, 180 00 Praha 8, Česká republika, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 49132 (hereinafter referred to as "the Donor")</p> <p>AND</p> <p>Národní galerie v Praze Reg. no. 00023281 Residing at Staroměstské nám. 606/12, 110 15 Praha 1, the Czech Republic</p> <p>(hereinafter referred to as "the Donee")</p> <p>hereinafter also referred to as the "Party/-ies"</p>
<p>1. Předmět smlouvy</p> <p>1.1 Dar Touto smlouvou Dárce daruje Obdarovanému finanční prostředky ve výši 70 000,- Kč (slovy: sedmdesát tisíc korun českých)(dále jen „Dar“).</p> <p>1.2 Přijetí daru Obdarovaný tento Dar přijímá a prohlašuje, že je oprávněn tak učinit a že případně, je-li to relevantní, učinil resp. zajistil veškerá právní jednání k tomu potřebná.</p> <p>1.3 Účel daru Dárce daruje Dar výlučně ke sjednanému účelu. Obdarovaný se zavazuje využít Dar výhradně pro potřebu a v přímé souvislosti se svým hlavním působením, tedy to níže uvedeným způsobem:</p>	<p>1. Scope of Agreement</p> <p>1.1 Donation By this Agreement the Donor donate to the Donee financial means in the amount of CZK 70.000 (in words: seventy thousand Czech crowns) (hereinafter also referred to as the Donation").</p> <p>1.2 Acceptance of the donation The Donee accepts the Donation and declares being entitled to do so and, if applicable, he has obtained or arranged for any and all legal actions needed in this respect.</p> <p>1.3 Purpose of the donation The Donor provides the donation to be used solely for the agreed purpose. The Donee undertakes to use the Donation solely in direct connection with its main scope of business, as following:</p>

<p>Vytvoření krátkého videa zachycujícího aktivitu v duchu „learning through play“ za použití kostiček LEGO® a jiných materiálů. Obdarovaný bude toto video následně sdílet na svých sociálních sítích a prostřednictvím newsletterů a stávajících kontaktů se školami. Podrobnosti jsou uvedeny v <i>Příloze č. 1</i>.</p> <p>1.4 Předání daru Dárce převede Dar na účet určený Obdarovaným v Příloze č. 1, a to nejpozději do konce následujícího kalendářního měsíce ode dne nabytí účinnosti této smlouvy.</p> <p>1.5 Prokázání účelového čerpání daru Obdarovaný se zavazuje prokázat Dárci na jeho žádost bez zbytečného odkladu, že Dar použil v souladu s touto smlouvou a učiní tak zejména formou předložení příslušných daňových dokladů a monitorovací zprávy.</p>	<p>To develop a video activity using LEGO bricks® and other materials, while reflecting „learning through play“. Using educative approaches of the National gallery Prague. Promotion of these video recordings on NGP social media platforms, newsletters and in via existing contacts with schools. Details are mentioned in the <i>Attachment no. 1</i> hereto.</p> <p>1.4 Donation handing over The Donor transfers the Donation to the bank account specified by the Donee in the Attachment no. 1, by the end of the calendar month following to the month of date of effectivity of this Agreement.</p> <p>1.5 Acceptance of the donation Upon Donor's request, the Donee undertakes, without undue delay, to prove that the Donation has been used in compliance with this Agreement. The compliant use of the donation has to be evidenced in particular by respective tax documents and monitoring report.</p>
<p>2. Ukončení smlouvy</p> <p>2.1 Odstoupení od smlouvy z důvodu porušení V případě, že Obdarovaný poruší podstatným způsobem tuto smlouvu, zejména že nepoužije Dar či jeho část v souladu se sjednaným účelem, je Dárce oprávněn od smlouvy odstoupit.</p> <p>2.2 Vrácení daru V případě odstoupení je Obdarovaný povinen vrátit Dárci v plné výši Dar darovaný na základě této smlouvy, a to na účet určený Dárcem nejpozději do 30ti kalendářních dnů ode dne doručení oznámení o odstoupení.</p> <p>Obdarovaný je dále povinen vrátit Dárci část daru, kterou ke sjednanému účelu nevyužil, a to nejpozději do 30ti kalendářních dnů po uplynutí sjednané lhůty pro čerpání, v souladu s Přílohou č. 1, pokud se Smluvní strany písemně dodatečně nedohodly na účelu a lhůtě pro čerpání ohledně takové části Daru.</p>	<p>2. Termination of the Agreement</p> <p>2.1 Withdrawal due to Agreement's breach In case of any major breach of this Agreement by the Donee, in particular in case of any non-compliant use of the Donation or its part, the Donor is authorised to withdraw from the Agreement.</p> <p>2.2 Return of the donation In case of withdrawal the Donee is obliged to return the Donation based on this Agreement in full amount to the bank account specified by the Donor within 30 calendar days after the withdrawal notification delivery.</p> <p>The Donee is further obliged to return the unused part of the Donation to the bank account specified by the Donor within 30 calendar days after the deadline for use as defined in the Attachment no. 1, unless the Parties agree an additional purpose and deadline of use otherwise in writing.</p>
<p>3. Komunikace</p> <p>3.1 Písemná komunikace Jakékoli oznámení vyžadované nebo přípustné touto smlouvou musí mít písemnou formu, musí být podepsané Smluvní stranou podávající toto oznámení a zasláno na adresu Smluvní strany, které je takové oznámení určeno, a to na adresu uvedenou v této smlouvě nebo na takovou jinou adresu, kterou některá ze Smluvních stran uvede později.</p> <p>3.2 Externí komunikace Obdarovaný se zavazuje poskytnout Dárci součinnost potřebnou pro účely externí komunikace o předmětu této smlouvy.</p>	<p>3 Notices and Communication</p> <p>3.1 Communication in writing Any notice required or permitted under this Agreement must be in writing, signed by the Party giving the notice, and sent to the address of the Party to be notified as set forth at the beginning of this Agreement or to such other address as a party may specify hereafter.</p> <p>3.2 External communication The Donee undertakes to provide the Donor with any cooperation required for the purposes of external communication regarding the scope of this Agreement.</p>

<p>V případě zamýšlené externí komunikace o předmětu této smlouvy Obdarovaným či příjemcem daru je Obdarovaný povinen zajistit předchozí písemný souhlas <u>Dárce</u>.</p> <p>3.3 Kontakty Následující osoby jsou pověřeny řešením záležitostí v souvislosti s touto smlouvou:</p> <p><u>Dárce:</u> PhDr. Magdalena Kordová Manager Local Community Engagement Social Impact & Partnerships 2 LEGO Traiding s.r.o.. Dock in Three Boudníkova 2506/1 180 00 Praha</p> <p>Mobil: [REDACTED] E-mail: [REDACTED]</p> <p><u>Obdarovaný:</u> Národní galerie v Praze Staroměstské nám. 606/12, 110 15 Praha 1</p> <p>Kontaktní osoba [REDACTED] Mobil: [REDACTED] E-mail: [REDACTED]</p>	<p>In case of intent of any external communication by the Donee or the recipient of the donation, the Donee is <u>obliged to obtain prior Donor's written consent in this respect</u>.</p> <p>3.3 Contact details The following persons are authorised to deal with issues regarding this Agreement:</p> <p><u>Donor:</u> PhDr. Magdalena Kordová Manager Local Community Engagement Social Impact & Partnerships 2 LEGO Traiding s.r.o.. Dock in Three Boudníkova 2506/1 180 00 Prague</p> <p>Mobil: [REDACTED] E-mail: [REDACTED]</p> <p><u>Donee:</u> Národní galerie v Praze Staroměstské nám. 606/12, 110 15 Praha 1</p> <p>Contact person [REDACTED] Mobil: [REDACTED] E-mail: [REDACTED]</p>
<p>4. Závěrečná ustanovení</p> <p>4.1 Rozhodná jazyková verze Tato smlouva je vyhotovena v jazyce českém a anglickém. V případě sporu má přednost verze v jazyce českém.</p> <p>4.2 Rozhodné právo Vztahy mezi Smluvními stranami se řídí právem České republiky, zejména zákona č. 89/2012 Sb., občanského zákoníku v platném znění.</p> <p>4.3 Celistvost smlouvy Tato smlouva představuje úplnou dohodu Smluvních stran vzhledem k předmětu této smlouvy. Jsou-li k této smlouvě přiloženy přílohy, tyto tvoří její nedílnou součást.</p> <p>4.4 Počet vyhotovení</p>	<p>4. Final provisions</p> <p>4.1 Governing Language The Agreement is executed in Czech and English language versions. In case of a discrepancy, the Czech language version shall prevail.</p> <p>4.2 Governing Law The relationship between the Parties is governed by the laws of the Czech Republic, in particular the Act No. 89/2012 Coll. as amended.</p> <p>4.3 Entire Agreement This Agreement sets forth and constitutes the entire Agreement between the Parties with re-spect to the subject matter hereof. If there are any appendices attached to this Agreement, these are meant to be part of the Agreement.</p> <p>4.4 Number of copies</p>

Tato smlouva byla podepsána ve dvou vyhotoveních v jazyce českém a anglickém, každá ze Smluvních stran obdrží jedno vyhotovení.

4.5 Platnost a účinnost

Tato smlouva se stává platnou dnem jejího podpisu oběma Smluvními stranami a účinnou dnem jejího uveřejnění v registru smluv dle zákona č. 340/2015 Sb., o registru smluv, ve znění pozdějších předpisů.

This Agreement has been issued in two execution copies in Czech and in English of which each Party shall keep one signed copy.

4.5 Validity and effectiveness

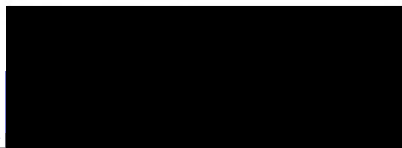
The Agreement becomes valid when duly signed by both Parties and effective when published in the contract register according to the Act no. 340/2015 Coll., on contract register, as amended.

Přílohy / Attachments:

Příloha č. 1/ Attachment no. 1

Příloha č. 2/ Attachment no. 2 – plná moc pro Magdalenu Kordovou/ power of attorney for Magdalena Kordová

V Praze dne 27.11. 2020



LEGO Trading s.r.o.

PhDr. Magdalena Kordová
Na základě plné moci

V Praze dne 27.11. 2020



Národní galerie v Praze

Ing. Alena Anne-Marie Nedoma
generální ředitelka



Příloha č. 1

Appendix no. 1

DAROVACÍ SMLOUVA (CZ)

DONATION AGREEMENT (CZ)

uzavřená

Mezi **LEGO Trading s.r.o.**
IČ: 25093762,
sídlo: Dock in Three, Boudníkova 2506/1, 180 00 Praha 8, Česká republika

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 49132

A **Národní galerie v Praze**
IČ: 00023281
sídlo: Staroměstské nám. 606/12, 110 15 Praha 1, Česká republika

Účel daru (účel projektu)/ Purpose of the donation (of the project):

Vytvoření krátkého videa zachycujícího aktivity v duchu „learning through play“ za použití kostiček LEGO® a jiných materiálů. Obdarovaný bude toto video následně sdílet na svých sociálních sítích v prosinci 2020.

To develop a video activity using LEGO bricks® and other materials, while reflecting „learning through play“. Using educative approaches of the National gallery Prague. Promotion of these video recordings on NGP social media platforms in December 2020.

Projektové období/ Projekt time frame: XI/ 2020 – 1Q 2021

Předpokládaný počet zhlédnutí videí více než 100/ Estimated video views over 100

Monitorovací zpráva/ Monitoring report: 20.12.2020

Závěrečná monitorovací zpráva/ final monitoring report: 6.1.2021


Číslo účtu / Account number: 050008-0008839011

Kód banky / Bank code: 0710

Vlastník účtu / Account owner: Národní galerie Praha

V Praze dne 27.11. 2020

V Praze dne 27.11. 2020


LEGO Trading s.r.o.
PhDr. Magdalena Kordová
Na základě plné moci


Národní galerie v Praze
Ing. Alena Anne-Marie Nedoma
generální ředitelka



Plná moc / Power of Attorney

Společnost LEGO Trading s.r.o., IČ: 250 93 762, se sídlem Praha 3, U Nákladového nádraží 10, č.p. 3265, PSČ 130 00, zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 49132, (dále jen „Společnost“), zastoupená jednatelkou Adrianou Jahňákovou, tímto uděluje plnou moc

paní Magdaléně Kordové, [REDACTED] korespondenční adresa LEGO Production s.r.o., Kladno, Billundská 2757, PSČ272 01, Česká republika, pracující pro skupinu společností The LEGO Group, a to ve společnosti LEGO Production s.r.o., IČ: 261 28 209, ve funkci lokálního konzultanta v oblasti Community Employees Engagement,

a to k následujícím právním jednáním:

- zastupovat Společnost v rámci plnění pracovních úkolů vyplývajících z její pracovní funkce;
- v zastoupení Společnosti jako dárce prostředků v rámci LEGO Foundation činit veškerá právní jednání v souvislosti s uzavřením darovacích smluv.

Plná moc je udělena na dobu určitou do 31.1.2022, pokud nebude odvolána resp. nedojde k ukončení její platnosti dříve.

LEGO Trading s.r.o., company ID number: 250 93 762, with its registered seat in Prague 3, U Nákladového nádraží 10, no. 3265, postal code CZ-130 00, Czech Republic, entered into the Commercial Register kept by the Municipal Court in Prague, insert C, number 49132 (the „Company“), represented by Statutory Representative Mrs. Adriana Jahňáková, grants a Power of Attorney

to Mrs. Magdalena Kordová, [REDACTED], delivery address LEGO Production s.r.o., Kladno, Billundská 2757, postal code CZ-272 01, Czech Republic, employed in the company belonging to The LEGO Group, in LEGO Production s.r.o., company ID number: 261 28 209, as Local Community Employees Engagement Consultant

for the following:

- *representing the Company when fulfilling her working tasks arising from her working position;*
- *on Company's behalf being the donor within the framework of LEGO Foundation for any legal acting in relation to the conclusion of donation agreements.*

The Power of Attorney is granted for the definitive period of time till 31st January 2022, unless recalled or expired earlier.

Praha, 3. (February) 2020

[REDACTED]
LEGO Trading s.r.o.
Adriana Jahňáková
Jednatelka / Statutory Representative





The LEGO Group Communication Letter on Expected Ethical Business Conduct
Version 2016.06.21

To all partners of The LEGO Group,

Only the best is good enough. The LEGO Group is committed to maintaining the highest ethical standards and doing business with high integrity and in adherence with anti-corruption standards. Acting with integrity upholds a long company tradition and reflects our company's values of imagination, creativity, fun, learning, caring and quality.

We expect LEGO employees and partners working together with us to apply high ethical standards and principles of integrity, honesty and legality in all that they do as outlined below. We also expect our partners to ensure that anyone they engage with in order to perform work for the LEGO Group, also adhere to the same standards and principles.

Anti-Bribery and Corruption

The use of bribery is not accepted, including facilitation payments. Corruption raises serious moral, economic and political concerns, damages trust, undermines good governance, hinders development and distorts competition.

Anti-trust

Always respect and comply with the relevant competition compliance/antitrust rules of the countries in which you operate, including, but not limited to, those rules which prohibit agreements with competitors regarding pricing, terms or conditions of sale, or allocation of products, business markets, customers or territories.

Anti-money Laundering

Participation in money laundering is prohibited. Money laundering is an activity that occurs when money acquired through illegal activities, including terrorism, is channeled through legal business activities. All financial transactions must be documented and made in accordance with applicable laws and regulations.

Anti-harassment, Bullying, Victimization & Discrimination

Do not tolerate any kind of harassment, bullying, victimisation or discrimination against anyone that works for or with you. This applies in the workplace and in any work-related setting outside the workplace, e.g. business trips and work related social events.

Charitable Donations

Charitable donations must never be linked to any tender or sales process, and donations must never be made with the expectation of any gain – financial or otherwise.

Children's Rights

There must be a zero tolerance for child abuse or exploitation in any form. Children must always be treated decently and respectfully.

Conflicts of Interest

Conflict of interests must be avoided. If a conflict of interest cannot be avoided it must be declared and mitigated. A conflict of interest is a situation in which an employee, their family or friends, or prior business colleagues stands to benefit personally, or could appear to benefit, at the expense of what is in the best interests of the company.

Confidential Information

Confidential and/or business critical information must be safeguarded and must not be communicated to anyone, including family members, who are not permitted to see or know about it. Confidential information includes details about company's strategy, technology, products, prices or business associates, etc.

Financial Control and Accuracy of Records

Business transactions worldwide must be properly authorised and be completely and accurately recorded on the company's books and records in accordance with International Financial Reporting Standards.

Gifts, Hospitality & Entertainment

Gifts, hospitality and entertainment must not have – or be perceived as having – undue influence on business decisions. Never directly or indirectly accept nor offer gifts, hospitality and entertainment that could be intended (or even be reasonably interpreted) as a reward or encouragement for a favour or preferential treatment, or that could create a sense of expectation or obligation on the person receiving the gifts, hospitality or entertainment.

Human Rights

Prevent and mitigate adverse human rights impacts of your actions and capitalise on the positive ones.

Political Contributions

The LEGO name or trademark must not be used for political activities of any kind. Contributions to political parties or politicians are not allowed on behalf of the LEGO Group.

For more details on the LEGO Group ethical standards, please contact Ethics@LEGO.com.

Sincerely,

The LEGO Group
Business Conduct & Ethics



Policy	Document Owner	Approved by Date	Review date	Effective date	Version	Language	Page
	Kathrine Kirk Muff	Marjorie Lao 01-09-2018	01-11-2019	01-11-2018	0.1	English	1
Title	Child Safeguarding Policy_EN						
Location	Covers all legal entities						

Child Safeguarding Policy

Objective

The LEGO Group engages with millions of children through the physical and digital LEGO play experiences and through the range of activities with children organised by our employees, suppliers and strategic partners.

Children are our role models and at the centre of everything we do. Therefore, the LEGO Group, cares deeply about the well-being and safety of children and is committed to take the necessary actions to keep children with whom we engage safe.

This Policy is our commitment to protect these children from fundamental abuse of their rights or dignity. The LEGO Group has a zero-tolerance policy for child abuse in any form. People working for or affiliated with the LEGO Group must always treat children decently and respectfully.

This Policy aims to prevent, respond to and resolve any potential child abuse during children's interaction with the LEGO Group and parties acting on our behalf by:

- Creating awareness and a common understanding of child safeguarding issues within the LEGO Group context
- Facilitating best practice development across the business areas where we engage with children
- Strengthening our child safeguarding governance, documentation and accountability

Scope of the Child Safeguarding Policy

The LEGO Group operates in different geographical contexts where best practice and legislation related to children and child safeguarding varies. The LEGO Group strives to provide a safe and positive experience for all children no matter where we operate.

In accordance with the UN Convention on the Rights of the Child, a child is classed as an individual below the age of 18. This Policy covers all children we engage with directly and indirectly via parties acting on our behalf (e.g. our strategic partners and suppliers).

The key focus areas of child safeguarding are:

1. Physical abuse or ill-treatment — e.g. hitting or shaking a child
2. Emotional abuse or ill-treatment — e.g. conveying to a child that he/she is worthless or inadequate
3. Neglect — e.g. inadequate care or supervision, leaving a child in a dangerous situation
4. Sexual abuse — sexual activity with a child below 18 years or below the age of consent in the country of operation, whether or not the child gives consent
5. Commercial or other exploitation — e.g. conducting marketing that misleads children
6. Online protection — e.g. inadequate data protection, online bullying or exposure to inappropriate content or contact

It is mandatory that all LEGO Group employees comply with this Policy, including paid, unpaid, part-time and full-time employees, volunteers, interns and trustees. It is also mandatory that all LEGO Group partners, agency employees, suppliers, contractors, consultants and others acting on behalf of the LEGO Group comply with this Policy.



Policy	Document Owner	Approved by Date	Review date	Effective date	Version	Language	Page
	Kathrine Kirk Muff	Marjorie Lao 01-09-2018	01-11-2019	01-11-2018	0.1	English	2
Title	Child Safeguarding Policy_EN						
Location	Covers all legal entities						

The LEGO Group Child Safeguarding Policy provides a framework for safeguarding children when we engage with them directly or indirectly in our work and business activities. Additionally, it seeks to protect employees and other LEGO Group representatives from unsubstantiated allegations of improper conduct. Finally, it serves to protect the LEGO brand and corporate reputation.

Failure to comply with this Policy can result in a loss for the LEGO Group or its strategic partners and can lead to disciplinary sanctions.

In addition to this policy, the LEGO Group will comply with all applicable legislation.

Requirements - The LEGO Group Way

Child abuse is illegal, and all LEGO employees, partners or affiliated parties are expected to comply with the law.

Compliance with this policy is the responsibility of management and employees of any LEGO Group entity.

While the Child Safeguarding Policy defines our overall commitment and expectations, it is our intention that implementation of the Policy will be facilitated by gradually developing and working with key partners to establish best practice guidelines for each business unit and the LEGO Group's children-related activities. Guidance will include:

- Recruitment processes for screening relevant candidates to prevent unsuitable individuals from working with children within activities related to the LEGO Group
- Training for employees who have frequent contact with children, nurturing a child safeguarding culture
- Contractual requirements guiding the behaviour of LEGO Group employees, partners and suppliers, so they are aware of and commit to the behaviour expected when they engage with children
- Instruments to monitor performance, report incidents and document precautions taken

Roles and responsibilities

Even with the most robust mechanisms and procedures in place, incidents may still arise, or situations may still create cause for concern. All employees, whether paid or unpaid, are accountable for immediately reporting breaches or suspicions of breaches of this Policy to their line manager, to the LEGO Compliance Line and—if appropriate—to the national authorities.

To ensure accountability towards children, the LEGO Group continuously strives to integrate child safeguarding into the core business and embed operational management into relevant functions of the organisation. This includes maintaining, implementing and monitoring performance with respect to the commitments of this Policy.

Within the LEGO Group, Social Responsibility and Engagement is responsible for maintaining the overall Responsibility Framework in cooperation with Legal, Compliance and Risk and for providing initial guidance and training to support rollout in the business.

Supported by Social Responsibility and Engagement, this Policy will be implemented in each organisational department in the most relevant way. Special attention must be given in business units with systematic and direct child engagement, including but not limited to:

- All departments responsible for child test groups e.g. test panels and play tests



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Title	Child Safeguarding Policy_EN						
Location	Covers all legal entities						

- LEGO Education — e.g. LEGO Education Centres and *FIRST*® LEGO® League
- LEGO community engagement and events
- LEGO Local Community Engagement — e.g. local teams responsible for activities including children and LEGO Build the Change
- Online engagement — e.g. online community engagement, moderation and contact as part of contact/call centres
- LEGO Brand Retail Stores

Definitions

“Child safeguarding” is a broad term used to describe policies, standards, guidelines and procedures aimed at safeguarding and protecting children and their rights. It aims to prevent, respond to and resolve the exploitation, neglect, abuse and violence experienced by children in all settings.

“Child abuse” constitutes all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation, resulting in actual or potential harm to the child’s health, survival, development or dignity in the context of a relationship of responsibility, trust or power.

Where to find more information / whom to contact

Questions about the Child Safeguarding Policy, please refer to Social Responsibility and Engagement at childsafeguarding@LEGO.com

For further information regarding how to support digital child safety actions the LEGO way please refer to:

- [LEGO Digital Child Safety policy](#)
- [LEGO Responsible Marketing to Children policy.](#)

Further information on children’s rights:

- United Nations Convention on the Rights of the Child ([UN CRC](#)).
- The ten principles explaining how to achieve children’s rights in the business [Children’s Rights and Business Principles](#).

Revision History

Version	Modifications	Modified by
0.1	Revised policy launched	Marie Enemark Olsen

附件:

全球反贿赂和反腐败法律合规要求

Compliance with Global Anti-bribery and Corruption Laws

LEGO has a zero tolerance approach to bribery and corruption within its business and that of the third parties it does business with. Accordingly, LEGO expects and requires that SUPPLIER will act in a professional and ethical manner at all times when doing business relating to LEGO and/or performing any contractual obligations to LEGO, or on LEGO's behalf to other third party.

乐高在其业务经营中以及在与具有业务来往的第三方的业务经营中对贿赂和腐败行为采取零容忍态度，且相应地，乐高期望并要求供应商在与乐高进行业务和/或向乐高或代表乐高向其他第三方履行任何合同义务或代表乐高时，应当始终以专业及道德的方式行事。

1. To this end, SUPPLIER shall:
为此，供应商应当：
 - (a) Comply with all applicable anti-bribery and corruption (“ABC”) laws, regulations or other rules (both global and local) including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 (“ABC Laws”).
遵守所有与反贿赂和反腐败（“ABC”）相关的适用法律、法规或其他规章（包括全球性和地方性的），包括但不限于美国1977年海外反腐败法及英国2010年贿赂法（“ABC法律”）。
 - (b) Have in place throughout the term of this Agreement SUPPLIER's own policies and procedures to ensure proper compliance with ABC Laws.
在本协议整个协议期内建立一套供应商自身的政策和流程以确保对ABC法律的严格遵守。
 - (c) Not perform any act that will cause LEGO to be in breach of ABC Laws.
不实施任何会导致乐高违反ABC法律的行为。
 - (d) Promptly report to LEGO any request or demand for any undue or unlawful payment or other advantage of any kind received in connection with the performance of this Agreement, in particular any such request or demand received from:
立即向乐高汇报任何其收到的与本协议之履行相关的过度或非法支付或其他任何形式的利益的请求或要求，特别是当该等请求或要求来自如下实体或个人时：
 - (i) governmental or public officials;
政府或公职官员；
 - (ii) political parties or party officials;
政党或政党官员；

- (iii) any other person, while knowing or having cause to suspect that all or part of such payment or advantage will be offered, given or promised, directly or indirectly, to any of the above identified persons or organizations.
当知道或有理由怀疑全部或部分该等支付或利益会直接或间接地提供、给予或许诺提供给任何上述人员或组织时，其他任何人员。
- (e) Shall procure that any person associated with SUPPLIER who is performing activities in connection with this Agreement shall comply with these Primary Obligations.
确保任何进行与本协议相关活动、与供应商关联的人员遵守本条项下的基本义务。
2. In addition to the Primary Obligations, SUPPLIER shall:
除上述基本义务外，供应商还应：
- (a) Comply, as far as possible, with all reasonable requests by LEGO for information or documents evidencing compliance with these Primary Obligations.
尽力满足乐高合理要求的、证明对上述基本义务的遵守情况的信息或文件。
3. Where SUPPLIER have knowledge of or reasonable grounds to suspect any breach of the primary obligations set out above, whether by SUPPLIER's own employees or an associated third party, SUPPLIER shall:
在供应商知悉或合理怀疑存在任何对上述基本义务违反的情形时（不管是供应商自身雇员或其相关第三方），供应商应当：
- (a) as soon as reasonably practicable report the breach or suspected breach to LEGO;
在合理可行的最快时间内向乐高汇报该等违反情形或可疑违反情形；
- (b) if the breach is only suspected, take all reasonable steps to ascertain whether a breach has occurred.
对于属于可疑违反的情形，采取一切合理措施以确认是否已发生该等违反。
4. Where SUPPLIER have reported, or where LEGO has knowledge or reasonable grounds to suspect, any breach of the Primary Obligations set out above, whether by SUPPLIER's own employees or an associated third party, SUPPLIER shall:
在供应商已经汇报，或乐高已经知悉或合理怀疑存在任何违反上述规定的基本义务的情形时（不管是供应商自身雇员或其相关第三方），供应商应当：
- (a) provide LEGO with all relevant information and documents evidencing the breach or suspected breach as requested by LEGO (the provision of documents pursuant to this subsection (a) shall only take place to the extent that the exchange of information does not conflict with applicable laws (e.g. data protection acts or competition law rules); and
按照乐高要求向乐高提供证明违反情形或可疑违反情形的所有相关信息和文件（应当只在信息交换不抵触适用法律（比如数据保护法或竞争法）的范围内提供本（a）款所规定的文件）；及
- (b) make available for interview by LEGO any of SUPPLIER's employees deemed by LEGO to be necessary to interview.

确保任何乐高认为必须面谈的供应商的雇员能够接受乐高面谈。

5. Unless otherwise requested by LEGO, all communication with LEGO, including documentation in relation to any due diligence, investigation and reporting shall be kept confidential.

除非乐高另有要求，所有与乐高之间的通信，包括与任何尽职调查、调查和汇报相关的文件均应保密。

6. Any infringement(s) by SUPPLIER of any ABC Laws shall constitute a material breach of this Agreement and LEGO shall be entitled to terminate the Agreement with immediate effect and withhold any payments that may be otherwise due to SUPPLIER at the time of termination.

供应商对ABC法律的任何违反构成对本协议的严重违约，且乐高有权立即解除本协议和暂扣任何在协议解除时本应向供应商支付的款项。

Separate representation / warranty made by SUPPLIER

供应商作出的单独陈述/保证

Neither SUPPLIER nor any of SUPPLIER's employees or agents performing this Agreement has a family relationship with any Government Official in the jurisdictions in which SUPPLIER or they will conduct business pursuant to this Agreement, except as disclosed to, and agreed to in writing by, LEGO. SUPPLIER will advise LEGO promptly to the extent that any such family relationship arises during the term of this Agreement, and SUPPLIER and each of SUPPLIER's employees or agents will provide adequate assurances, whether in the form of a certification, a formal recusal by the relevant family member or otherwise, to satisfy LEGO that no violation of ABC Laws will arise as a result of such family relationship. Should in any instance LEGO determine, acting reasonably and in good faith, that SUPPLIER or any of SUPPLIER's employees or agents has failed to provide adequate assurances that a particular family relationship with a Government Official will not violate the applicable ABC Laws, LEGO reserves the right to terminate this Agreement immediately in accordance with the terms of this Appendix. For the purposes of this representation/warranty, "family relationship" means a spouse, parent, grandparent, sibling, child, niece, nephew, aunt, uncle or first cousin of a Government Official (or his/her spouse), the spouse of any of the aforementioned people, and any other individuals who shares the same household as a Government Official.

供应商和履行本协议的供应商的员工和代理与其按照本协议所开展业务的辖区内的任何政府官员均不构成亲属关系，除非该等亲属关系已向乐高披露并且经乐高书面同意。如在本协议的履行期限内构成任何该等亲属关系，供应商将立即告知乐高，并且供应商和供应商的员工或代理应提供充足的保证，无论是以保证书、相关亲属的正式回避声明或其他方式，以满足乐高关于该等亲属关系不得违反ABC法律的要求。倘若乐高在任何情况下合理并诚信的认为供应商或任何供应商的员工或代理未能提供充分的保证，证明其与政府官员的某一亲属关系不会违反适用的ABC法律，则乐高保留根据本附件的条款立即终止本协议的权利。为本陈述/保证之目的，“亲属关系”是指一名政府官员（或他/她的配偶）的配偶、父母、祖父母、兄弟姐妹、儿女、侄女/外甥女、侄子/外甥、姑妈/舅妈、姑父/舅父或堂兄弟姐妹/表兄弟姐妹，以及其他与该政府官员共居一户的个人。

Here “Government Official” means:

本处，“政府官员”是指：

- (a) an officer, employee, agent, or other individual, regardless of rank or title, acting in an official capacity for or on behalf of any government (including any official adviser to the government), its departments, agencies, or instrumentalities, including government- or state-owned or controlled entities (e.g., national oil company, state-run utility, public hospital, sovereign wealth fund);
为任何政府、其部门、机关或机构（包括政府或国家所有或控制的实体，例如国家石油公司、国营公用事业公司、公立医院、主权基金）履行公职或代为行事的官员、职员、代理人或其他个人（包括政府的官方顾问），且不论职位或官衔；
- (b) an officer, employee, agent or other individual, regardless of rank or title, acting in an official capacity for or on behalf of a public international organization (e.g., the World Bank or the United Nations); a member of the royal or ruling family of a country;
为某一国际公共组织（例如世界银行或联合国）履行公职或代为行事的官员、职员、代理人或其他个人，且不论职位或官衔；某一国家的皇室或统治家族的成员；
- (c) any political party, officer, employee, or agent of a political party, or party official; or
任何政党，政党的高层、雇员或代理人，或政党干部；或
- (d) any candidate for political office.
政治职务的任何候选人。

For purposes of this definition only, an entity is “owned” or “controlled” by the state or government if: (a) the state or government owns more than 50% of the entity; or (b) the state or government exercises control over the entity (e.g., control in fact, veto rights).

仅为本定义之目的，如果 (a) 国家或政府拥有实体的50%以上；或 (b) 国家或政府可对该实体实施控制（例如：实际控制、否决权），则该实体被国家或政府“所有”或“控制”。

