

Terms and conditions - NextGen Entrepreneur Competition

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion commences at 9.00am on Tuesday 1 July 2021. Online entries close at 11:59pm AWST on 12 November 2021. Mail entries must be posted by Friday 5 November 2021 and received by last mail on Friday 12 November 2021.
3. Entry is only open to Greater Geraldton residents who are students in Years 5 to 10 in Greater Geraldton. Individuals can be in the relevant years in a primary or secondary school, or they can be home schooled in these year levels; and

Eligible Entrants

4. Eligible Entrants must have permission and consent from their parent/legal guardian and their nominated teacher or home educator to enter and further, the parent/legal guardian and nominated teacher or home educator must read and consent to these Terms and Conditions. Parents/legal guardians and teachers/home educators may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
6. To enter, an Eligible Entrant must complete the following entry method:
 - a. Email: Visit pollinators.org.au/nextgen-entrepreneur and:
 - i. Download and complete the entry form, including their name(s), age, grade, the full name of one (1) teacher from their primary or secondary school (or their home educator if home schooled), the name of their primary or secondary school (if applicable), the name and contact details of a parent/legal guardian, and an describe in 200 words or less your innovative idea;
 - ii. Email completed entry form and a picture, illustration or a drawing of their invention/idea or a video no longer than one (2) minutes (any video entries over two-minutes will be deemed invalid and will not be considered for the competition) which outlines their invention/idea in more detail.
 - iii. agree to participate in promotional and media activities if selected as a finalist by having parents or guardians sign the relevant mandatory box;
 - b. Post material to **PO Box 129 Geraldton WA 6531**. Last post accepted 12 November 2021.
7. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including their identity, age and place of residence and schooling) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper

conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

8. Each Eligible Entrant can only enter in their own name or as a group entry. Entries will not be accepted if they are Incomplete, indecipherable, or illegible entries or will be deemed invalid. Entries that do not comply with these Terms and Conditions will also be deemed invalid (for example, entries that exceed the 200-word limit or video entries that exceed 2 minutes), at the Promoter's complete discretion.
9. Only one (1) entry is permitted per Eligible Entrant or group. If an Eligible Entrant does submit two (2) or more entries, only the first entry will be accepted and considered.
10. If there is a dispute as to the identity of an Eligible Entrant, a teacher/home educator, or a parent/guardian, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant, teacher/home educator, or parent/guardian.
11. This is a game of skill and chance plays no part in determining the Finalists/winners. Each entry will be individually judged based on the creative merit, originality and innovative value, clarity, practicality and ease of understanding of the answer provided to the promotional question and the supporting picture/drawing/illustration or video provided on entry (if any). The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant. The judges will be determined by the Promoter in its absolute discretion.
12. The Promoter's decision is final, and no correspondence will be entered into.

Finalists' selection

13. All entries will be divided into three (3) groups, depending on what Grade the Eligible Entrant is attending as at the time of entry (each a "Grade Category"), as follows: Grade Category One – Grades 5 & 6; Grade Category Two – Grades 7 & 8; and Grade Category Three – Grades 9 & 10. The best four (2) valid entries (as determined by the judges in their sole discretion and based on the above judging criteria) in each Grade Category will each be deemed a finalist ("Finalists"). There will be a total of twelve (6) Finalists (two (2) in Category One, two (2) in Category Two and two (2) in Category Three). Finalists will be announced on 1 December 2021.
14. Each Finalist will be invited to submit a final pitch presentation, of no longer than 5 minutes, and addressing questions by the judging panel. Judges will consult to make the final decision in line with the selection criteria. The final pitch will be required to be delivered in person to the judging panel in December 2021 TBA.
15. The Promoter may build a model or professionally illustrate each idea/invention submitted by a Finalist and display and publish it, and each Finalist and their parent/guardian consent for this to occur by entering the promotion. By agreeing for their child to enter, each parent/guardian also agrees to execute any documents to confirm this consent upon request of the Promoter. Each Finalist (and their parent/guardian in some instances) may be required to interact with the judges and any media present and explain the Finalist's invention/idea.

Each Finalist (and their parent/guardian in some instances as specified by the Promoter) must take part in any promotional and media activities reasonably specified by the Promoter, (such as participating in interviews and being recorded and/or photographed). In the event that any Finalist or a parent guardian refuses to perform any of the activities reasonably requested by the Promoter, the Promoter reserves the right to disqualify any such Finalist (in which case any such Finalist will be ineligible to win any prize).

Selection of Major Prize Winners and Runners Up

16. The Finalist that submitted the entry deemed to be the best (as determined by the judges in their sole discretion and based on the above judging criteria in clause 11) in each Grade Category will be deemed a major prize winner (each a “**Major Prize Winner**”). The remaining finalists in each Grade Category will each be deemed Runners Up (“**Runners Up**”). There will be a total of three (3) Major Prize Winners (one (1) in each Grade Category) and three (3) Runners Up (one (1) in each Grade Category).
17. Major Prize Winners and the Runners Up will be announced in December 2021 via an event in Geraldton and will also be contacted by the Promoter.
18. By accepting a prize, each Eligible Entrant, their parent/guardian, and teacher/home educator consent to the Promoter using each of their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. Eligible Entrants and their parents/legal guardians agree that they are fully responsible for any materials the Eligible Entrant submits via the promotion, including but not limited to answers to the promotional question, pictures, images, videos, drawings and illustrations (“Content”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants and parents/legal guardians warrant and agree that:
 - a. the Eligible Entrant will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. the Eligible Entrant’s Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in the Eligible Entrant’s Content;
 - d. the Content is the original work of the Eligible Entrant that does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and

- f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
20. Without limiting any other terms herein, the Eligible Entrants and their parents/guardians agree to indemnify the Promoter for any breach of the above terms.
21. As a condition of entering this promotion, each Eligible Entrant and their parent/legal guardian licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the Eligible Entrant's entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website or creating and submitting an entry is the Eligible Entrant's and their parent/legal guardian's responsibility.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; (f) or (g) taking, use or redemption of a prize.