



## 2021 SPINIFY 10K CLUB COMPETITION

### TERMS & CONDITIONS OF ENTRY.

1. Information on how to enter the “Spinify 10K Club Competition” (**Competition**) and prizes form part of these terms and conditions of entry (**Terms and Conditions**).
2. By being named on the form for entry into the Competition (the **Entry Form**), you (the **Entrant**) agree to abide by these Terms and Conditions. The Entrant/s warrants and represents that the Entrant/s has full power, capacity and authority to accept these Terms and Conditions.
3. The promoter of the Competition is the University of Wollongong ABN 61 060 567 686, of Northfields Avenue, Wollongong, NSW, 2522 Australia (**UOW**).
4. The Competition commences at 9:00 am on 3 September 2021 and closes at 11:59 pm 25 October 2021 (**Competition Period**). Any entry received outside of the Competition Period will be ineligible.

### Entry to the Competition

5. Entrant/s must:
  - a. be a student enrolled in UOW;
  - b. have completed 48 credit points at UOW;
  - c. be currently enrolled in one of the following courses:
  - d.
    - i. Bachelor Computer Science;
    - ii. Bachelor Information Technology;
    - iii. Bachelor of Business Information Systems; and
    - iv. Bachelor of Engineering - *Preference will be given to students enrolled in a Bachelor of Engineering who have completed or be enrolled in one of these core subjects: ECTE 250 or ECTE 350*
6. In order to enter the Competition, the Entrants must make a valid entry per clause 7 below (**Entry**).
7. To make a valid Entry, the Entrant/s must:
  - a. create an original 3-5 minute pitch video (**Pitch Video**) setting out the Entrant/s’ business case (**Project**);
  - b. author an original report, of not more than 1000 words, that addresses the Criteria, includes a brief plan for the delivery of the Project, and sets out the Entrant/s market research and financial forecasting in relation to the Project (**Report**); and
  - c. submit the Video and the Report to UOW, together with a completed Entry Form



available via Moodle.

8. There may be a team of up to 5 Entrants per Entry. An Entrant may not be named in more than one Entry.
9. UOW reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process.
10. UOW will not accept responsibility for late entries, partial or garbled computer transmissions, damage to or loss of the Entry, or for technical failures of any kind, including but not limited to electronic malfunction or damage to any network, hardware or software.
11. Entries that are forged, incomplete, illegible or do not comply with the Terms and Conditions will be deemed invalid.

### **Warranties, Moral Rights, and Ownership**

12. By entering this Competition, the Entrant/s warrants that:
  - a. the Video and Report is the Entrant/s' own original work;
  - b. aside from these Terms and Conditions, the Entrant/s has not entered into any deed, contract, arrangement or understanding with any person dealing in any way with the Video and Report;
  - c. the use of the Artwork by UOW will not infringe the rights of any third parties.
13. By entering this Competition, the Entrant/s agrees that, should the Entrant/s win the Competition, that the receipt of the Prize will be subject to each winning Entrant/s (**Winner/s**) who took part in a winning Entry signing and complying with the Project Declaration that is substantially in the form of Attachment A of these Terms and Conditions.
14. Should the Winner/s refuse to comply with clause 14 of these Terms and Conditions, then that Entrant/s waives all right to receive the Prize.
15. The Entrant/s grant UOW a licence to use, reproduce and communicate the Video and Report for the purposes of administering the Competition and selecting the Winner.
16. The Entrant/s agrees to indemnify and keep indemnified UOW against all claims, demands, losses and damages that UOW incurs as a result of a breach of any warranties given by the Entrant/s under these Terms and Conditions.

### **The Prize**

17. The total worth of the Prize pool will be \$10,000.00.
18. The prize will be access to up to \$10,000 AUD, divided equally between each Winner in the winning Entry and paid subject to the terms of the Project Declaration and the continued work



on the Project (**Prize**). The Prize will be payable to each Entrant/s in 2 equal installments between 1 November 2021 and 31 April 2022 in accordance with the terms of the Project Declaration.

19. Prizes are not transferable and are accepted entirely at the risk of the Winners. UOW excludes any warranties in connection with any Prize to the extent permitted by law.

### **Selecting the Winner**

20. There will be only one winning Entry.
21. The winning Entry will be selected based on the following criteria with respect to the Video and Report, and the Project in general, submitted by the Entrant/s:
- a. creative originality;
  - b. entertainment value;
  - c. likelihood of success of the Project;
  - d. business potential of the Project;
  - e. quality of documentation in relation to the information presented in the Report;
  - f. the likely benefit of the Project to the community at large;and
  - g. the skillset and experience of the Entrant/s.

### **(Criteria)**

22. All valid Entries will be shortlisted by UOW academic staff members on the basis of the above Criteria. Shortlisted Entries will be notified that they are shortlisted by an email (**Shortlist Email**) to the email address provided by the Entrant/s in the Entry Form by 5pm 27 October 2021.
23. The Shortlist Email will invite the shortlisted Entrant/s to deliver a presentation pitching their Project (**Live Pitch**) to a panel of judges (**Panel**). The Shortlist Email will specify:
- a. the date and time that the Entrant/s are to deliver the Live Pitch (such a date and time will be between 29 October 2021 and 5 November 2021);
  - b. the venue that the Live Pitch is to be delivered by the Entrant/s; and
  - c. any other information that UOW deems relevant.
24. The winning Entry will be selected by the Panel on the basis of the Criteria in relation to the Video, Report, the Project and the Live Pitch.



25. The Panel's decision is final and binding and no correspondence will be entered into.

### **Notification of Winner and Claiming the Prize**

26. The Winner/s will be notified by email (the '**Confirmation Email**') within 2 weeks of the end of the delivery of the last Live Pitch by the shortlisted Entrant/s. The Confirmation Email will contain information as to how the Winner/s may claim the Prize.
27. By entering this Competition, the Winner/s agrees to comply with the instructions contained in the Confirmation Email in order to claim the Prize, and acknowledges that a failure to comply with the Confirmation Email amounts to a waiver of the right to receive the Prize.
28. In order to claim the Prize, the winner will be required to complete and sign the Project Declaration, and continue to comply with the Project Declaration throughout the life of the Project.
29. Should the Winner/s fail or refuse to:
- comply with the instructions in the Confirmation Email; or
  - sign a Project Declaration;

UOW reserves the right to select a new winning Entry, in accordance with clauses 22 - 27 of these Terms and Conditions, or exclude the non-complying Winner/s from the conduct of the Project and from receiving the Prize while allowing the other complying Winner/s to undertake the Project.

30. UOW reserves the right to request the Prize winner to provide proof of identity before providing the Prize to the winner.

### **Unclaimed Prize**

31. If the Prize is unclaimed by a Winner for 10 business days after the receipt of the Confirmation Email, or UOW is unable to contact the Winner after making all reasonable attempts to do so in that period, then UOW reserves the right to select a new winning Entry by conducting a secondary review of the other shortlisted Entries to the Competition on the same terms as clauses 22, 23 and 24 of these Terms and Conditions.

### **No Liability for UOW**

32. UOW and its controlled entities accept no responsibility for lost, late, stolen, damaged or misdirected Entries.
33. UOW reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition, subject to any directions (if any) from any regulatory authority.
34. Except to the extent that any such liability cannot be excluded by law, UOW is not liable for any loss, damage or injury of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with this Competition or arising from a Winner's acceptance, use or misuse of the Prize. For abundant



clarity, no responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, Entries; or problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to the Entrant's or any other person's computer related to or resulting from participation in or downloading any materials for this Competition.

35. Any costs associated with accessing, entering, or otherwise taking part in the Competition are the responsibility of the Entrant/s and are dependent on the service providers or products used by the Entrant for the purposes of the Competition.
36. If, for any reason, the Competition is not capable of running as planned, UOW reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition.
37. All decisions of UOW with respect to the matters referred to in these Terms and Conditions are final and no correspondence will be entered into, including in the event of a dispute.

#### **Use of Personal Information**

38. The collection, use and disclosure of personal information collected by UOW in connection with this Competition is governed by the *Privacy and Personal Information Protection Act 1998* (NSW).
39. UOW is committed to protecting the privacy of Entrants.
40. By entering this Competition, Entrants agree to UOW using and disclosing the Entrant's personal information to the extent required to conduct the Competition, verify the Entries, identify the winner and issue the Prize.
41. Subject to clauses 41 and 42, UOW reserves the right to request permission, at the time of the Winner/s accepting the Prize or by contacting the Winner /s by telephone or email, to use the Winner/s' name, likeness, image and/or voice (including photograph, film and/or recording of the same), including the Video, in any media for an unlimited period without remuneration for the purpose of promoting UOW and this Competition.



## ATTACHMENT A- PROJECT DECLARATION

<b>PARTICIPANT PROJECT</b>	
<b>PROJECT TEAM</b>	
<b>PROJECT PERIOD</b>	<b>Project Start Date: 12<sup>th</sup> November, 2021</b> <b>Project End Date: 31<sup>st</sup> May 2022</b>
<b>PRIZE AMOUNT</b>	\$10,000
<b>PAYMENT SCHEDULE</b>	The Prize Amount will be payable in accordance with the following schedule: <ol style="list-style-type: none"><li>1. \$5000 is payable within 2 weeks of the submission of the Progress Report by the Participant's Project Team; and</li><li>2. \$5000 is payable within 2 weeks of the submission of the Final Report by the Participant's Project Team to the University of Wollongong.</li></ol>
<b>MILESTONES</b>	The Participant must meet the following Milestones: <ol style="list-style-type: none"><li>1. Minimum monthly mentoring checkpoints, where project team is required to initiate contact with the Donor.</li><li>2. Progress Report,</li><li>3. Final Report</li></ol>
<b>MILESTONE DUE DATES</b>	The Milestone must be delivered to the University of Wollongong in accordance with the following the schedule: <ol style="list-style-type: none"><li>1. the Progress Report is due 15<sup>th</sup> February 2022 and</li><li>2. the Final Report is due by 15<sup>th</sup> May, 2022</li><li>3. Monthly checkpoints by 15<sup>th</sup> every month throughout the project period (12<sup>th</sup> November 2020 – 31<sup>st</sup> May, 2022. 6 mentoring checkpoints required over duration.</li></ol>

### TERMS

1. By signing this Project Declaration, the Participant acknowledges and agrees that:
  - a. the payment of the Prize Amount is contingent on the Participant's compliance with the terms of this Project Declaration;
  - b. the Participant will use the Prize Amount for the purposes of the Project;
  - c. it is a pre-requisite for payment of the Prize Amount that the Project Team delivers the Milestones by the Milestone Due Dates;
  - d. the Participant must, where relevant, work collaboratively and in good faith with their Project Team to deliver the Project;
  - e. they must remain an enrolled student at the University of Wollongong for the duration of the Project Period;



- f. the University of Wollongong reserves the right to refuse to pay any installment of the Prize Amount to the Participant if the University of Wollongong, acting reasonably, forms the opinion that the Participant has abandoned the Project;
- g. the University of Wollongong may terminate the Participant's involvement in the Project if the University of Wollongong forms the reasonable opinion that:
  - i. the Participant has committed general or academic misconduct (as those terms are defined by the University of Wollongong's policies and procedures);
  - ii. the Participant has engaged in conduct that may bring the University of Wollongong into disrepute;
  - iii. the Participant is in breach of the terms of this Project Declaration or has otherwise abandoned the Project; and/or
  - iv. the Participant has engaged in conduct that otherwise is in breach of University of Wollongong community standards, and
- h. the University of Wollongong makes no claim over the intellectual property or other assets generated by the Project Team as a result of the Project, the ownership of which will be decided amongst the Project Team.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_