

# 2021 Dell Change Makers

## Terms and Conditions

1. These terms and conditions govern the 2021 Dell Change Makers (“Awards”). Information on how to enter forms part of the terms of entry. Entry into the Awards is deemed acceptance of these terms and conditions.
2. The promoter is Dell Australia Pty Limited (ABN: 46 003 855 561) of Level 4, 207 Pacific Highway, St. Leonards, NSW, 2065 (the “Promoter”).
3. Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009 (the “Service Provider”) is providing services to the Promoter in connection with the administration of the Awards.

### Eligibility to Enter

4. Entry is open to all citizens and permanent residents of Australia aged 18 years and over, except employees of the following and their immediate families are not eligible to enter: The Promoter, the Service Provider and each of their related bodies corporate and any agencies or other organisations associated with the provision of the Awards and prize(s). Individuals associated with the conduct or provision of the Awards and prize(s) and their immediate families are not eligible to enter. Entrants or nominated Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.

### Entry Period

5. The Awards entry period commences on **Friday, 1 October 2021 at 17:00 AEST** and closes on **Sunday, 24 October 2021 at 23:59 AEDT** (“Entry Period”).
6. Information about the Awards will be published on [www.10play.com.au](http://www.10play.com.au) (the “10 Play Website”).

### How to Enter

7. To participate in the Awards entrants must, during the Entry Period:
  - a. Log on to [10play.com.au/win](http://10play.com.au/win) and click through to the Awards page or directly to the entry page at [10play.com.au/dell](http://10play.com.au/dell) to register their details. To enter via the 10 Play Website, entrants must have a 10 Play membership account. To register to become a 10 Play member, entrants must provide their details including (but not limited to) first name, last name, gender, date of birth, postcode and email address. New users that register for a 10 Play membership account may be required to complete a 2-step verification process to verify their account; and
  - b. Nominate themselves, or an individual who they believe is a Change Maker (Entrant), including their first name, their last name, the suburb and state that they live in;

- c. Answer all of the Entry questions in the entry form to submit a valid entry, (an “Entry”).
8. It is free to submit an Entry on the 10 Play Website by becoming a 10 Play member, however, the cost of accessing those websites is dependent on the entrant’s individual internet service provider. If you have a 10 Play membership account, these Terms and Conditions apply in conjunction with the 10 Play Members rules.
9. Neither the Promoter or the Service Provider will be responsible for any loss, damage or costs incurred as a result of failure to comply with these terms and conditions.
10. Entrants may make one entry per day, on the basis that each entry is significantly different to any previous entry.
11. Incomprehensible or incomplete Entries will be deemed invalid.

### **Entry Deadline**

12. Entries must be received by the Service Provider during the Entry Period by **Sunday, 24 October 2021 at 23:59 AEDT** to be included in the Award judging. Any Entry received by the Service Provider after that time is invalid.
13. The time of Entry will in each case be the time the online Entry is received by the Service Provider’s database. The Promoter and the Service Provider accept no responsibility for any late, lost or misdirected Entries due to technical disruptions, network congestion or for any other reason.

### **Selection Criteria**

14. Each valid Entry received by the Service Provider over the duration of the Entry Period will be entered into the Awards judging process as described in these terms and conditions.
15. Each valid Entry will be individually assessed by a judging panel or a nominated representative to be appointed by the Service Provider (“Judging Panel”). Chance plays no part in determining the winner of the Award.
16. To submit an Entry, each entrant will be required to provide information about an existing original project, business or movement of the entrant (“Project”). The Judging Panel’s assessment of each Entry will be based on the strength and outcomes of that Project measured against the Promoter’s selection criteria. The selection criteria include, but are not limited to:
  - a. **Environmental Sustainability** – To what extent does the Project utilise or promote the use of sustainable products in a new or innovative way to make a significant positive impact on the environment;
  - b. **Social Impact** – To what extent does the Project create something or improve on existing concepts that meets social needs to shape a better future.
  - c. **Ideas and Solutions** – To what extent does the Project provide solutions for or improvements upon existing problems in society.
  - d. **Community** – To what extent does the Entrant’s work contribute to improvements in community outcomes.

17. The Judging Panel's decision in relation to any aspect of the Entry judging process including shortlisted Entries will be final and binding on every person who enters. No correspondence will be entered into by the Judging Panel, the Promoter or the Service Provider. The Promoter and the Service Provider reserve the right to keep all Entries confidential.
18. The Promoter and the Service Provider may contact an entrant to validate their entry and in order to seek confirm use of all or part of the information about their Project in their submitted Entry for use in any media worldwide for advertising, promotional, marketing, publicity or other commercial purposes.
19. Any entrant who has made an Entry on behalf of someone else (Nominated Entrant), agrees for The Promoter and the Service Provider to contact them and to arrange for the Nominated Entrant to contact the Promoter or Service Provider to contact them within two (2) working days via telephone or email. The Nominated Entrant will be required to provide proof of first name, lasts name and may be asked questions relating to their Project within two (2) working days of being contacted.
20. The entrant warrants to each of the Promoter and the Service Provider that the entrant's submitted Entry is an original literary work of the entrant that does not infringe the intellectual property rights of any third parties. If the Entry or any part of the information provided by the entrant in relation to the Entry was provided by a third party, the entrant warrants they have obtained the relevant copyright permission and consents to submit the Entry for the purposes of this Entry and use in accordance with these Terms and Conditions. The entrant agrees to indemnify each of the Promoter and the Service Provider against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
21. Entries must not be false, offensive, defamatory, racist, or otherwise inappropriate. Any Entry which the Promoter, the Service Provider, or the Judging Panel deem inappropriate or in breach of this paragraph will be invalid.
22. The Promoter reserves the right (itself or using the Service Provider or a third party engaged by the Service Provider), at any time, to verify the validity of Entries and entrants (including, but not limited to, an entrant's identity, age and place of residence, as well as the originality of the Entrant's Project). Entries containing errors or omissions may be accepted by the Promoter 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.

### **Judging process**

23. The winner of the Awards ("Winner") will be judged from all valid Entries received throughout the Entry Period. The judging process will commence at the Service Provider's offices at 1 Saunders Street, Pyrmont NSW 2009 from **Monday, 25 October 2021 at 09:00 AEDT**.
24. The Judging Panel will prepare a shortlist of valid Entries based on which Entries the Judging Panel believes best meet the selection criteria outlined by the Promoter in paragraph 16. The shortlisted Entries will be provided by the Judging Panel to the Promoter to determine the Winner.
25. One (1) Winner will be selected by the Promoter from the shortlisted Entries provided by the Judging Panel. The Winner will be the shortlisted Entrant who, in the sole opinion of the

Promoter, has best met the Promoter’s selection criteria (as outlined by the Promoter and set out in paragraph 16 above), based on the information provided in the entrant’s Entry and subsequent validation (refer Clause 27). If the selected Winner is a Nominated Entrant, they will be a required to agree to these Terms & Conditions of Entry at the time of validation to be considered a valid entry. The Winner will be notified by phone call and in writing within two (2) days of judging and the Winner’s details will be published on the Promoter’s website at [dell.com.au](http://dell.com.au) and the 10 Play Website at [10play.com.au/win](http://10play.com.au/win) from **Tuesday, 2 November 2021** (subject to paragraph 27 below).

26. The Promoter’s decision is final, and neither the Promoter or the Service Provider will enter into correspondence regarding the selection of the Winner.
27. Without limiting paragraph 22, the Promoter reserves the right to validate and verify each of the shortlisted Entries and the Winner’s Entry (itself, or using the Service Provider or a third party engaged by the Service provider). The methods of validation (without limitation) will be determined by the Promoter (or the Service Provider on behalf of the Promoter) at its complete discretion. In the event that the Promoter or the Service Provider requests the entrant to sign any legal documents relating to the verification of the entrant’s Project, the legal documents will take the form determined by the Promoter or Service Provider (as applicable). It is a condition of accepting the prize the Winner signs any such legal documentation.

#### **Unclaimed Award Determination**

28. All reasonable attempts will be made to contact the Winner. If the Award (including the Award prize package) remains unclaimed by the Winner or unallocated or forfeited for any reason, the Award will be re-judged by the Promoter and the Winner will be the shortlisted entrant which is judged to be the next best Entry to meet the selection criteria (as set out in paragraph 18 above).
29. This Unclaimed Award Determination will take place at the Service Providers offices at 1 Saunders Street, Pyrmont, NSW 2009. The Winner of the Unclaimed Award Determination will be notified by telephone and in writing and will be published on the Promoter website at [dell.com.au](http://dell.com.au), 10 Play Website at [tenplay.com.au/win](http://tenplay.com.au/win).
30. The Promoter’s decision is final, and neither the Promoter or the Service Provider will enter into correspondence regarding the determination of the Winner or any Unclaimed Awards Determination result.

#### **AWARD PRIZE DETAILS**

31. The Winner will win the following Award prize package (the “Award Prize”) :

| <b>Number</b>               | <b>2020 Dell Change Makers Awards Prize Details</b>  | <b>Up to the value of (AUD)</b> |
|-----------------------------|--|---------------------------------|
| One (1) x Major Award Prize | <b>TECHNOLOGY</b> <ul style="list-style-type: none"> <li>• One (1) x Dell XPS 13 Laptop RRP \$1,598.98</li> </ul> <b>VIDEO PRODUCTION &amp; INTERVIEWS</b> | \$1,598.98                      |

|  |   |                     |
|--|---|---------------------|
|  | <ul style="list-style-type: none"> <li>• Production of 1 Television Commercial (TVC) featuring the Winner.</li> <li>• One (1) x Half or Full-day filming (date, TBC) to profile the Winner (“Profile Video”). RRP \$90,000</li> </ul>               | \$90,000.00         |
|  | <p><b>MEDIA PACKAGE</b></p> <ul style="list-style-type: none"> <li>• National broadcast of the TVC in The Project on Channel 10 (up to two broadcasts and extended on 10”s broadcasts and Digi channels and Dell’s website and socials).</li> </ul> | \$220,000.00        |
| <b>TOTAL PRIZE VALUED AT UP TO - AUD</b> |   | <b>\$311,598.98</b> |

32. The total prize pool of the Award Prize is valued at up to **\$311,598.98 AUD** (including GST). Neither the Promoter nor the Service Provider accept responsibility for change in Award Prize values between now the ultimate Award Prize redemption date. \*The Dell mentoring session excludes Community candidates.
33. As a condition of accepting the Award and each element of the Award Prize package, the Winner grants to each of the Promoter and the Service Provider a worldwide, perpetual, royalty free, fully paid sublicensable licence to use in any media any part of the Winner’s submitted Entry and information about the entrant’s Project submitted by the entrant as part of their Entry in any manner for any purpose including for advertising, promotional, marketing, publicity or other commercial purposes without any further reference or payment or other compensation to the Entrant. The Promoter and the Service Provider are entitled to amend, edit, select, add to or delete from any part of the entrant’s submitted Entry and the Winner consents to these actions.
34. As a condition of accepting the Award and each Award Prize package element, the Winner agrees to participate and be filmed and interviewed by the Service Provider as described in the Award Prize Details and agree for any content filmed during the Awards process to be used in the TVC, Profile Video, and Progress Video and any interview articles. The Winner hereby permits each of the Promoter and the Service Provider to use the Winner’s name, image and/or voice, as recorded, photographed or filmed during the Winner’s participation in the Awards (including in the TVC, Profile Video, and Progress Video) to be used in connection with Promoter or the Service Provider (and their related bodies corporate) for advertising, promotional, marketing or publicity purposes, in any media whatsoever through the world, including but not limited to any of Promoter’s or the Service Provider’s (and their related bodies corporate’s) websites, social media accounts, publications, programs, or other channels, and the Winner will not be entitled to any fee for such use. Without limiting the foregoing, the Winner must also give their permission for their likeness and information about their Project to be used in any CNET content on [www.cnet.com](http://www.cnet.com) (digital only).
35. Any ancillary costs associated with the Winner redeeming any using the Award Prize are not included in the Award Prize. These costs are the responsibility of the Winner. The Winner is responsible for all other expenses unless specified.
36. All Award Prize/s are non-transferrable. No cash alternative is available for any part of the Award Prize. The Award Prize must be taken as offered. Any Award Prize, unused portion of any Award Prize, or portion of the Award Prize that the Winner is not entitled to or does not accept, are not exchangeable or cannot be redeemed as cash. Award Prize values are in Australian dollars. Neither the Promoter or the Service Provider accepts responsibility for any

variation in the Award Prize values or inclusions. Winners are advised that tax implications may arise from their Award Prize winnings and they should seek independent financial advice prior to acceptance of their Award Prize.

37. If the Award Prize/s is unavailable, for whatever reason, the Promoter reserves the right to substitute the Award Prize for an Award Prize of equal or greater value.
38. The Promoter reserves the right to present the Award to the Winner at an Award Ceremony and in a manner deemed acceptable by the Promoter, at the Promoter's absolute discretion.
39. Neither the Promoter or Service Provider are responsible or liable for any damage, cancellation or delay in the delivery of the Award Prize/s, or if any part of the Award Prize is lost in transit.
40. It is a condition of accepting the Award and each element of the Award Prize package that the Winner must comply with all the conditions of use of the Award Prize and the Service Provider's and Promoter's requirements.
41. In the event that for any reason whatsoever a Winner does not take an element of the Award Prize at the time stipulated by the Promoter then that element of the Award Prize will be forfeited by the Winner, excluding the Award itself, and cash will not be awarded in lieu of that element of the Award Prize/s.
42. The Promoter may request the Winner to provide proof of meeting the age restriction and any other eligibility and valid Entry requirements stated in these terms and conditions. If the Winner does not provide such proof, or does not meet any of the criteria stated in these terms and conditions, the Award and the Award Prize/s will be forfeited in full, and the Winner will have no further claim. In that event an Unclaimed Award Determination will be held to award the Award Prize to a valid entrant in accordance with paragraph 28

#### **Travel for Award Ceremony**

43. The Award Ceremony will be scheduled on a date to be confirmed by the Promoter (or the Service Provider, as applicable). Without limiting paragraph 38, the Award ceremony is subject to availability and the Promoter's absolute discretion.
44. ^If the Award Ceremony in Sydney, NSW, is not or cannot be scheduled for whatever reason, an alternative Award Ceremony may be arranged, at the Promoter's discretion. The Winner will forfeit the Award Travel component of the prize in full and no compensation will be forthcoming. Cash will not be awarded in lieu.
45. The Travel element of the Award Prize applies only if the Winner is required travel to Sydney, NSW to attend the Award ceremony. Such travel must be completed by the Winner on the date to be notified by the Promoter (or the Service Provider, as applicable) for the Winner to attend the Award ceremony in Sydney, NSW. If the Winner does not travel on that date to attend the Award ceremony, they will no longer be entitled to that element of the prize. The Winner must advise the Service provider if they are able to attend the Award ceremony within 48 hours of being notified of the Award ceremony date. Accommodation is based on one (1) person in a single room and is subject to availability at the time of booking. Alternatives may be offered depending on availability.

46. Return economy airfares from the Winners capital city to Sydney for one (1) person included in the Award Prize (as stated above) will only be supplied if the Winner does not live in Sydney. If the Winner is from Sydney, NSW they will forfeit the flight component of the Award prize and must make their own way to and from the Award ceremony.
47. Once confirmed in writing, travel dates and name of those travelling are not changeable without incurring extra fees. The Promoter do not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the Winner.
48. It is the responsibility of the Winner to organise transport from their residence to their nearest capital city for flight departure.
49. The Winner may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
50. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter (or the Service Provider, as applicable) has the right to determine the airline carrier at its discretion. In the event that a Winner requests a specific carrier, not offered by the Promoter (or the Service Provider, as applicable), any subsequent or additional fees and taxes, if applicable, will be the responsibility of the Winner. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline for the travel component of the Award Prize. Neither the Promoter or the Service Provider are responsible for the cancellation, delay or rescheduling of any part of a travel component of the Award Prize and any costs incurred by the Winner as a result (including accommodation costs) will be the responsibility of the Winner.
51. The Promoter, the Service Provider and each of their relates bodies corporate and any agencies or other organisations associated with the provision of the Awards and prize(s) agencies and companies or any organisation or individual associated with the provision of the Award Prize(s) make no representation as to the safety conditions or other issues that may exist at any destination.
52. It is the traveller's personal responsibility to ensure that they have valid documentation for domestic travel.

### **General**

53. The Award and the Award Prize/s will be awarded to the person named in their Entry. Should an entrant's contact details change during the Entry Period it is the entrant's responsibility to notify the Service Provider. A request to access or modify any information provided in an Entry should be directed to the Service Provider.
54. It is a condition of accepting the Award and the Award Prize/s that the Winner may be required to sign a legal release and document confirming any of the commitments made by the Winner in these terms and conditions in a form determined by each of the Service Provider and the Promoter in their absolute discretion.
55. By accepting the Award and Award Prize/s, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Award and the Award Prize/s, including but not limited to, being interviewed and photographed, filmed and/or

chaperoned throughout the duration of the Award Prize/s. The Winner also agrees to the potential use of their image or video footage being used for promotional purposes in accordance with paragraph 33.

56. The Promoter may cancel the Awards at any time for any reason and without notice.
57. If, for any reason, the Awards are not capable of being conducted as planned, the Promoter reserves the right to take such action it deems necessary in its sole discretion which without limiting the generality of the foregoing may include modifying, suspending, terminating or cancelling the Awards.
58. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached, or not fully complied with, any of these terms and conditions, tampered with or manipulated the entry process, or engaged in any unlawful or other improper conduct which may jeopardise the Award (including jeopardising the administration of the Award). Each of the Promoter's legal rights and the Service Provider's legal rights (held by the Promoter as Service Provider's agent) to recover damages or other compensation from such an offender are reserved.
59. The Winner will have the right to use the term "*2020 Dell Change Makers Awards Winner*" and associated logo, on publicity and marketing material related to the winning Project, for a period ending f 12 months from the date the Winner is announced , subject to the Promoter's prior written approval and consent (which may be withdrawn if the Winner has breached any of these terms and conditions) .
60. 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 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, each of the Promoter and the Service Provider (including each of their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Awards or the Award Prize and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or Service Provider'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 or Service Provider) due to any reason beyond the reasonable control of the Promoter or Service Provider; (d) any variation in prize value to that stated in these terms and conditions; (e) any tax liability incurred by a Winner or entrant; or (f) any use of the Award Prize.
61. Neither the Promoter or the Service Provider are responsible for any incorrect or inaccurate information, or for any technical error, or any combination thereof that may occur in the course of the administration of the Awards including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of Entries.
62. All Entries become the property of each of the Promoter and the Service Provider.
63. The Service Provider collects personal information about entrants submitted as part of the Entry or in the course of judging as a service provider to the Promoter in order for it to enable

the Entrant to participate in the Awards, but no further use of this information will be made without the entrant's prior consent. Personal information about entrants will be shared with the Promoter, Service Provider and their agents (including the Judging Panel and third party service providers), to the extent necessary for Winners to be judged and verified and the Award Prize/s to be delivered to the Winner.

64. You consent to each of the Promoter and the Service Provider collecting your personal information for the purpose of conducting and promoting these Awards (including but not limited to determining and notifying the Winner and Award Prize fulfilment). Your personal information may be disclosed to a third party as a result of entering the Awards. For purposes of public statements and advertisements announcing the Winner, the Promoter and the Service Provider will only publish the Winner's first name, surname, State and Project. A request to access, update or correct any information should be directed to the Service Provider. If you are not willing for this to occur, you cannot participate in the Awards.
65. The Promoter and the Service Provider are bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Awards, you (the entrant) are taken to consent to:
  - a. the Service Provider's privacy policy which contains information, amongst other things, about how you may access personal information that is held by the Service Provider about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view the Service Provider's APP Privacy Policy in full.
  - b. the Promoter's privacy policy which contains information, amongst other things, about how you may access personal information that is held by the Promoter about you and seek correction of such information. See <https://www.dell.com/learn/au/en/aucorp1/policies-privacy> to view Dell Australia Pty Limited's APP Privacy Policy in full.

The Service Provider's and the Promoter's APP Privacy Policies also contain information about how you may complain about a breach of the APPs, (or a registered code that is binding on those organisations) and how the Service Provider or the Promoter (as applicable) will deal with such complaints. The Service Provider or the Promoter may disclose your personal information to related entities and third-party service providers outside Australia. If you are not willing for this to occur, you cannot participate in the Awards.

66. The words "include", "includes" and "including" are not words of limitation in these terms and conditions.
67. The Awards and these terms and conditions are governed by the laws of New South Wales, Australia, and each entrant submits to the exclusive jurisdiction of the courts in that State.