

THE PROJECT X DELL CHANGE MAKERS 2022

TERMS AND CONDITIONS

1. The promoter of the “**THE PROJECT X DELL CHANGE MAKERS 2022**” competition (**Competition**) is Dell Australia Pty Limited of Unit 3, 14 Aquatic Drive, Frenchs Forest, NSW 2086, Australia (**Promoter**).
2. Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009 (**Service Provider**) is providing services to the promoter in connection with the administration of the awards.
3. Entry into the Competition constitutes acceptance of these terms and conditions and the Privacy Policy. All entry instructions and prize information published by the Promoter also form part of these terms and conditions.

Competition dates

4. The Competition commences at **02:00 pm (AEST) on Monday, 1 August 2022** and closes at **11:59pm (AEDT) on Sunday, 30 October 2022 (Competition Period)**.

Qualifying Criteria

5. Entry in the Competition is free and entries must be completed within the Competition Period. The Competition is open to individuals who meet the Eligibility Criteria (**Eligible Entrants**).
6. To enter the Competition, you must meet the following criteria (**Eligibility Criteria**):
 - a. you must be an Australian resident, aged 18 to 35 years old;
 - b. residing in Australia at the time of entry; and
 - c. you must not be an employee 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 Prizes. Individuals associated with the conduct or provision of the Awards and Prizes and their immediate families are not eligible to enter.

Entering the Competition

6. Entry into the Competition must be undertaken during the Competition Period as follows:
 - a. Log on to 10play.com.au/win and click through to 10play.com.au/dell to register their details.
 - b. To enter via the 10 Play Website, entrants must have a 10 Play membership account. For more information on how to become a 10play member check 10play.com.au/terms-of-use. This membership is not endorsed by, directly affiliated with, maintained, authorized, or sponsored by Dell.

Take note: 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
 - c. Nominate themselves, or an individual (18 to 35 years of age) who they believe is a Change Maker (Entrant), including their first name, their last name, the suburb, and state that they live in;
 - d. Answer all ten (10) questions in the Change Maker questionnaire within the entry form to submit a valid entry (an “Entry”).
7. Each Eligible Entrant may only submit one Prize Entry. Any additional Prize Entries submitted after the first valid Prize Entry received by the Promoter will be invalid.
8. Entries must be received by the Service Provider during the Entry Period by Friday, 28 October 2022 at 11:59pm AEDT to be included in the Award judging. Any Entry received by the Service Provider after that time is invalid.

9. The Promoter and Service Provider takes no responsibility for late, lost or misdirected Registration Forms or any delays or failures in any telecommunications services or equipment. Registration Forms will be deemed to be accepted at the time of receipt by the Service Provider's database and not at the time of transmission. Incomplete, inaccurate, erroneous, ineligible or incomprehensive Registration Forms will be deemed invalid.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) 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.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the entrant.

Prizes

12. To submit an Entry, each entrant will be required to provide information and answer the 10 questions in the Change Maker questionnaire about an existing original project, business, or movement of the entrant (**Project**). There will be two prize winners 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.
13. There will be two (2) Prize Winners. Each Prize Winner's prize will consist of **One (1) x Dell XPS 13+ Laptop RRP \$3,900.00 (Award Prize)**.
14. Total prize pool value is **\$7,800.00**
15. The Promoter accepts no responsibility for any tax implications that may arise from any winning of the prize and individuals entering the Competition should seek independent financial advice before entering the Competition.
16. Any ancillary costs associated with the Winners redeeming and using the Prize are not included in the Award Prize. These costs are the responsibility of the Winners. The Winners are responsible for all other expenses unless specified.
17. The stated value of the prize is correct at the commencement date of the Competition. The Promoter accepts no responsibility for any variation in value of the prizes or the individual components of the prizes. The prizes (whether in whole or in part) are non-transferrable, non-refundable and non-redeemable for cash or other goods or services, unless otherwise specified.
18. If for any reason any element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, then a similar prize of equal or greater value and/or specification will be awarded to the winning Eligible Entrant in lieu.
19. Neither the Promoter or Service Provider are responsible or liable for any damage, cancellation, or delay in the delivery of the Award Prize, or if any part of the Award Prize is lost in transit.

Judging

20. Judging of the Competition will commence at the **Service Provider's offices at 1 Saunders Street, Pyrmont NSW 2009 at 09:00am AEDT from Monday, 31 October 2022**. Chance plays no part in determining the winners of the Competition.
21. 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 12. The shortlisted Entries will be provided by the Judging Panel to the Promoter to determine the Winners.
22. Two (2) Winners will be selected by the Promoter from the shortlisted Entries provided by the Judging Panel. The Winners will be the shortlisted Entrants who, in the sole opinion of the Promoter, have best met the Promoter's selection criteria, based on the information provided in both entrant's Entries and subsequent validation. If the selected Winners are a Nominated Entrant, they will be required to agree to these Terms & Conditions of Entry at the time of validation to be considered a valid entry.
23. 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, last name and may be asked questions relating to their Project within two (2) working days of being contacted.
24. 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.
25. 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. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
26. The winning Eligible Entrants will be notified in writing by the Promoter (or its agents) within 2 days of the judging of Prize Entries using the contact details provided in the Registration Form. The name of the prize winners will also be published on the Promoter's website at www.dell.com/en-au and on the 10 Play Website at 10play.com.au/win from Wednesday, 2 November 2022.
27. All reasonable attempts will be made to contact the Winners. In the event that a winner of the prize cannot be contacted or fails to accept the prize within 3 months, then the prize will be forfeited and the Promoter will allocate the prize to another Eligible Entrant/s whose Prize Entry are also considered to be meet the selection criteria (as set out in paragraph 12) (**Unclaimed Award Determination**).
28. This Unclaimed Award/s Determination will take place at the Service Providers offices at 1 Saunders Street, Pyrmont, NSW 2009. The Winner/s of the Unclaimed Award Determination will be notified by telephone and in writing and will be published on on the 10 Play Website at 10play.com.au/win.
29. The winners must, if requested by the Promoter, verify their compliance with these Competition terms and conditions prior to receiving a prize. The required verification will be in a form determined by the Promoter in its absolute discretion. If the winners do not comply with this clause they will forfeit their prize.
30. Without limiting paragraph 10, the Promoter reserves the right to validate and verify each of the shortlisted Entries and each 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 entrants to sign any legal documents relating to the verification of the entrant's Projects, the legal documents will take the form determined by the Promoter

or Service Provider (as applicable). It is a condition of accepting the prize that the Winners sign any such legal documentation.

Promotional and other obligations

31. By entering the Competition, you agree that, in the event that your Prize Entry is selected as a winner of the prize referred to in these Competition terms and conditions, you will be available for reasonable publicity purposes related to the Competition and that (without limiting its rights), the Promoter may conduct interviews and take photographs to be used by the Promoter 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, as it deems necessary.
32. As a condition of accepting the Award and Award Prize, the Winners grant 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 Entrants. 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 Winners consent to these actions.

Miscellaneous

33. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any loss or damage whatsoever which is suffered by you (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of you taking part in, winning or using any of the prizes, except for any liability which cannot be excluded by law.
34. 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; or (g) the use of a prize.
35. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**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. Entrants warrant and agree that:
 - (a) they 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) their 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 their Content;
 - (d) the Content is the original [artistic/literary] work of the 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.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 36. As a condition of entering this promotion, each entrant 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 their 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.
- 37. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 38. All Entries become the property of each of the Promoter and the Service Provider.
- 39. 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.
- 40. The Promoter may cancel the Awards at any time for any reason and without notice.
- 41. The Winner will have the right to use the term "2022 Dell Change Makers Award Winner" and associated logo, on publicity and marketing material related to the winning Project, for a period ending 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).
- 42. 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 Winners.
- 43. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI in accordance with the Privacy Policy on the Promoter's website at www.dell.com/learn/au/en/aucorp1/policies-privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
- 44. If for any reason the Competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, prohibition by the relevant authorities or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to (a) disqualify any entrant; or (b) to cancel,

terminate, modify or suspend the Competition as it sees fit. Any entry which is made as a result of tampering with the entry process will be invalid and not eligible for judging and/or any prizes.

45. These Competition terms and conditions are to be construed in accordance with the law in New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.