

Terms and Conditions

Startup Catalyst Future Founders Mission

This competition is conducted by Startup Catalyst Pty Ltd ACN 601 526 407 of Level 3, 315 Brunswick Street, Fortitude Valley, Queensland 4006 (**Startup Catalyst**).

Entries into this competition open on Thursday 1 July 2017 and close at midnight on Sunday 17 September 2017 (unless extended) (**Competition Period**).

By entering into this competition, you (**Entrant**) accept these terms and conditions.

Eligibility

- 1 This competition is only open to individuals who will be aged between 18 and 29 years on 29 October 2017.
- 2 Entrants must be Australian permanent residents or Australian citizens.

Entries

- 3 Entries to the competition must be made by submitting an online Application Form using the application form available at www.startupcatalyst.com.au, and if requested, participation in one or more selection interviews.
- 4 Startup Catalyst may consider entries that are made by any other means.
- 5 Entry into the competition is free.
- 6 A person may enter the competition only once in accordance with the procedure specified in these terms and conditions.

Application Form

- 7 To enter the competition, Entrants must complete an Application Form found at www.startupcatalyst.com.au.
- 8 The Entrant acknowledges and agrees that all information provided by the Entrant and contained in the Application Form is true and correct.
- 9 An Application Form may be rejected if it is incomplete or does not adequately answer the application questions, or if the Entrant does not meet the eligibility criteria.
- 10 Startup Catalyst accepts no responsibility for any entries not received within the required time or at all. Entries will be deemed accepted when they are received by Startup Catalyst.
- 11 Startup Catalyst is not responsible for any technical difficulties which prevent an otherwise valid entry from being received by Startup Catalyst.

Selection Interviews

- 12 Once Application Forms have been assessed, selected Entrants will be contacted by Startup Catalyst and invited to attend, or otherwise participate in, a brief selection interview at a time and dated notified by Startup Catalyst.

Prize

- 13 The prize is a trip to San Francisco and Silicon Valley, USA and participation in the Startup Catalyst Future Founders Mission (**Program**).
- 14 Entrants must be available to travel from Sydney to San Francisco and attend the Program departing 29 October and returning 10 November 2017.

- 15 The prize is valued at approximately \$AUD10,000 per participant and includes return economy airfares (from Sydney to San Francisco), accommodation, some meals, ground transport and organised events.
- 16 Successful Entrants will be required to pay for their own meals outside of organised events, incidental travel to attend events, and their own travel costs to and from Sydney, and have sufficient spending money for the duration of the trip.
- 17 The prize is not transferable and is not redeemable for cash.

Judging

- 18 Entries will be judged on the basis of the Entrants addressing the criteria set out in the Application Form, and Selection Interviews. Entrants will be selected on a competitive basis. The judges' decision is final.
- 19 The successful Entrants will be notified by email on or around 8 October 2017.
- 20 If a successful Entrant does not confirm their acceptance of a place on the Startup Catalyst Program within two business days of being notified, or for any reason can no longer accept the Prize, Startup Catalyst may in its absolute discretion select an alternative Entrant to attend the Program.
- 21 Startup Catalyst may verify the validity of entries and disqualify any Entrant without notice for providing false information, failing to comply with these terms and conditions or tampering with the entry process.

Successful Entrants

- 22 The Program's objective is to identify emerging leaders in the Australian startup scene and help them to capitalise on their entrepreneurial potential by exposing them to one of the most vibrant startup hot spots on the planet.
- 23 Successful Entrants will, or as otherwise notified by Startup Catalyst:
 - (a) visit the offices of global tech companies such as Google, Facebook and Twitter;
 - (b) attend networking events with startup founders and student entrepreneurs;
 - (c) meet with fellow Australians who are running startups in Silicon Valley;
 - (d) take part in educational sessions to understand what is involved in launching a globally successful tech startup; and
 - (e) participate in a Startup Weekend in San Francisco with local entrepreneurs.
- 24 Startup Catalyst reserves the right to vary the program in its absolute discretion.
- 25 Each successful Entrant must:
 - (a) be responsible for and provide Startup Catalyst with evidence of all travel documents, including a copy of their passport and adequate travel insurance prior to departing Brisbane;
 - (b) attend and participate in all scheduled events throughout the duration of the Program;
 - (c) dress appropriately and conduct themselves in a professional manner that is representative of the Australian startup community;
 - (d) not perform any act or omission which damages or is likely to damage the reputation of Startup Catalyst, its partners and sponsors, the Program, or the wider Australian startup community;
 - (e) be responsible for the safety of all their own belongings;

- (f) obey the laws of the State of California and the United States of America, in which the Program will take place, including compliance with the legal age of 21 to consume alcohol;
 - (g) participate in the making of short videos for public use about their experiences in the Program; and
 - (h) Post updates on social media and blogs regarding their experiences during the trip in an honest but professional and polite fashion.
- 26 Upon returning to Brisbane, each successful Entrant must:
- (a) participate in a number of activities to promote the Program, including interviews, blog posts, panel sessions and as otherwise notified by Startup Catalyst from time to time.
- 27 Startup Catalyst promotes a positive, collegiate and diverse culture free of bullying, harassment and negative behaviours. The Entrant therefore warrants that he or she:
- (a) has no current or previous criminal convictions;
 - (b) has not contravened or been the subject of any complaints under any state or federal laws or policies of the workplace, relating to health and safety, discrimination, bullying and harassment; or
 - (c) has not been the subject (whether directly or indirectly) of any matter which may have an adverse reputational impact on Startup Catalyst (to be determined in the sole discretion of Startup Catalyst).
- If this warranty is, or becomes, untrue, Startup Catalyst reserves the right to exclude or remove an Entrant from the Program at any time.
- 28 Successful Entrants acknowledge and agree that a breach of these terms and conditions, as notified by Startup Catalyst will result in immediate removal from the Program and arrangements to return to Brisbane must be made at the Entrant's own cost.

Liability

- 29 Subject to paragraph 30, Startup Catalyst and its employees and contractors will not be liable for any loss or damage including indirect and consequential loss (however caused), suffered by the Entrant in connection with these terms and conditions, the competition or the Prize.
- 30 Except as contemplated by paragraph 30, nothing in these terms and conditions is intended to limit any rights of the Entrant under the *Competition and Consumer Act 2010* (Cth).
- 31 If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by Startup Catalyst in connection with these terms and conditions or the competition and the Startup Catalyst's liability for failing to comply with that guarantee cannot be excluded but may be limited, then paragraph 29 does not apply to that liability and instead the Startup Catalyst's liability for such failure is limited to \$100.

Intellectual property and personal information

- 32 By entering the competition the Entrant consents to Startup Catalyst using, modifying and disclosing:
- (a) the Entrant's name, likeness, image or voice (including photograph, film or recording) in any media; and
 - (b) all information provided by the Entrant in the entry form (**Material**),
- for an unlimited time without further reference, payment or any other compensation to the Entrant for the promotion of any products or services of Startup Catalyst, including sending the Entrant electronic messages.

- 33 The use and disclosure of the Material by Startup Catalyst is subject to the Startup Catalyst's privacy policy and the restrictions imposed by the *Privacy Act 1988* (Cth).
- 34 If an Entrant does not provide Startup Catalyst with the personal information requested in the entry form, then the Startup Catalyst may, in its absolute discretion, disqualify the Entrant from the competition.
- 35 The Entrant consents to all acts or omissions of any person, including Startup Catalyst, in connection with the Material, that would otherwise constitute an infringement of any moral rights that the Entrant may have now, or in the future pursuant to the *Copyright Act 1968* (Cth).
- 36 Without limiting paragraph 35, if requested by Startup Catalyst, the Entrant agrees to provide consent to any specific act or omission nominated by Startup Catalyst that may otherwise infringe the moral rights of the Entrant.

Queries

- 37 Any queries regarding the competition should be directed to the CEO of Startup Catalyst by email aaron@startupcatalyst.com.au or phone 0412176613.
- 38 If for any reason any aspect of the program is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of Startup Catalyst, the Startup Catalyst may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- 39 Without limiting any other paragraph, Startup Catalyst may cancel the competition or amend any aspect of this competition or of these terms at any time.

Disputes and survival

- 40 Entrants irrevocably submit to the non-exclusive jurisdiction of the Queensland, Australia courts in connection with the competition.
- 41 Paragraphs 21, 11, 29, 30, 31, 33, 34 and 36 survive termination or expiry of the competition.