The Empower Pitch Night Prizes

Terms and Conditions

- 1 By entering this promotion, you accept these Terms and Conditions.
- Instructions and information on how to enter this promotion form part of these Terms and Conditions.
- The promoter is The University of Queensland (ABN 63 942 912 684) of St Lucia, Queensland, 4072 ("**Promoter**").

Eligible entrants

- An eligible entrant is a Team consisting of between one and four members. To be eligible to enter this promotion, each Team must:
 - (a) have applied for, been selected for, and successfully completed the 2023 UQ Ventures Empower Women's Accelerator program; and
 - (b) send at least one Team member to attend and pitch in person at the Empower Women's Accelerator Pitch Night being held in Brisbane at Customs House, 399 Queen Street, Brisbane Qld 4000 from 5.30pm to 8.30pm on Tuesday, 28 November 2023.

Each Team must contain at least one currently enrolled student, researcher or alumni founder at The University of Queensland. Each team must have a woman founder that has 51% or more ownership of the idea or business. All Team members must be over 18 years of age. An individual Team member may not be a member of more than one Team.

- The Promoter may decline to accept any entry which does not comply with these Terms and Conditions.
- The Promoter may postpone the event, relocate the event, or arrange for the event to take place remotely, if that becomes reasonably necessary in the Promoter's opinion (including due to Covid-19 restrictions).
- 7 You acknowledge and agree that:
 - (a) the event is being held for the purpose of showcasing startups that have successfully completed the UQ Ventures Empower Women's Accelerator program as part of this promotion, and not for the purpose of seeking funding, capital, or investment;
 - (b) you must not use the event as a forum or opportunity to pitch for, invite or otherwise seek funding, capital, or investment; and
 - (c) presentations made at the event must not include any offer, invitation, or recommendation to invest.

How to enter

- 8 Eligible Teams enter into the promotion by attending and presenting at the Event a pitch for a proposed business venture of no more than five minutes.
- 9 A Team may not enter the promotion more than once.

Judging

- This promotion is a game of skill. Chance plays no part in determining the winners.
- Judging will take place as follows, upon conclusion of pitches by all Teams:

- (a) Empower Entrepreneur of the Year prize: The Promoter will select three judges at its discretion (either from industry, or a UQ staff member not involved with the Empower Accelerator program). The panel of three judges will deliberate and together choose a winning startup. The promoter's judges will apply the Judging Criteria and choose the Team which in its view best meets the Judging Criteria, which will win the Empower Entrepreneur of the year prize; and
- (b) Empower People's Choice prize pool: Audience members will individually vote for the team, which in each audience member's view, best meets the Judging Criteria, by placing their 'Ventures token' in the corresponding team's token box following the pitches. Each audience member will receive one 'token' or vote. At the end of the event, the Promoter will collect all teams token boxes and tally their votes. Teams will receive a share of the Empower People's Choice prize pool equal to the share of votes that they receive in their token box.
- The judges and audience will judge all valid entries individually on their merits, including using the following criteria ("Judging Criteria"):
 - "If you had \$50,000 to invest in one of the Empower startups, which Team's pitch would you consider the best investment for your money?
- The Promoter's decision in relation to any aspect of the promotion is final and the Promoter will not enter into any correspondence regarding the result of the promotion.

Prize and notification of winners

- 14 There are two prizes:
 - (a) the "Empower Entrepreneur of the Year" prize of \$3,000 to be awarded to the team selected by the judging panel; and
 - (b) the "Empower People's Choice" prize pool of \$2,000 to be divided between the teams based on the percentage of audience votes each team receives.
- The Promoter will announce the winner of the "Empower Entrepreneur of the Year Prize" at the pitch event once the judges have finished their deliberations and made their choices. The results of the "Empower People's Choice" prize pool will be announced in an email to be sent to attendees of the pitch night by Tuesday 5 December 2023.
- The Team who wins the Empower Entrepreneur of the year prize can also participate in and receive prize money as part of the Empower People's Choice prize pool.
- 17 The Promoter accepts no responsibility for any tax implications, banking or transfer fees that may arise for any prize.

Intellectual property

You confirm and promise that your entry is original (subject to the next sentence) and does not infringe the intellectual property rights of any third party. However, if your entry incorporates intellectual property of any third party (e.g. researchers startups and other mentors), you must have written permission from that third party to use that intellectual property for the purposes of this promotion. You agree that the Promoter has an unrestricted, irrevocable, transferable, right and licence to use and modify your entry including for promotional purposes without the payment of any further fee or compensation or further reference to you, and that the Promoter can authorise other people to do any of these things. If requested by the Promoter, you agree to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, you unconditionally and irrevocably consent to the Promoter modifying your entry as described in this clause, agree that the Promoter is not required to attribute you as author of the entry, and consent to any other act or omission that would otherwise infringe any moral rights in your entry.

Withdrawal from promotion

You may withdraw from the promotion at any time before notification of the winners by notifying the Promoter by email at ventures@uq.edu.au. If you withdraw from the promotion, the Promoter will remove your entry and will not use your details or entry for media or promotional purposes. If you withdraw from the promotion, you will no longer be eligible to win a prize.

Miscellaneous

- 20 Entries which, in the opinion of the Promoter, are incomplete, incorrect or incomprehensible, contain defamatory or offensive content or infringe intellectual property rights are not eligible to win and may be removed from the promotion and the relevant entrant will be disqualified.
- The Promoter may, in its absolute discretion, disqualify you if, in the opinion of the Promoter, you breach these Terms and Conditions, engage in dishonest or unethical conduct in relation to the promotion, manipulate, tamper or interfere with the conduct of the promotion, do not comply with the entry process, or conspire with others to gain an unfair advantage. The Promoter may audit you if it suspects you of having engaged in such breach or conduct.
- The Promoter may request information from you relevant to entry or participation in the promotion, such as proof of age. The Promoter may, in its absolute discretion, disqualify you if you provide insufficient information, false information or fail to provide information.
- The Promoter is not responsible for any late, lost or misdirected entries.
- The Promoter is not responsible for any delays, problems or technical malfunction of any telephone network or lines, computer systems, computer equipment or software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from entering this promotion. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion.
- To the extent permitted by law, the Promoter is not liable for any loss, damage or injury whatsoever (including, but not limited to, indirect or consequential loss) resulting from this promotion, including the taking of prizes.
- If, for any reason, this promotion is not capable of running as planned, including war, terrorism, state of emergency or disaster, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion.
- 27 All costs associated with entering the promotion are your responsibility.
- You acknowledge that the promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or any other social media platform.
- You acknowledge that any information that you provide in connection with this promotion is provided to the Promoter and not to Facebook, Twitter or other social media platform.
- You must release Facebook, Twitter and other social media platforms and their associated companies from all liability arising in respect of the promotion.
- You understand and agree that the Promoter may collect personal information from you when you enter the promotion, and use it for the purpose of running the promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion), for promotional purposes surrounding this promotion, as well as other purposes, as set out in the Promoter's Privacy Policy (located at https://ppl.app.ug.edu.au/content/1.60.02-privacy-policy

<u>management</u>). For further information on how the Promoter deals with your personal information, please refer to the Promoter's Privacy Policy.