



KICKSTARTER COMPETITION TERMS AND CONDITIONS

Below are the terms and conditions for the Competition. By submitting an entry for the Competition, Entrants agree to be bound to these terms and conditions.

Competition Schedule

1.	Competition Name	Kickstarter Challenge
2.	Organiser	Council of Small Business Organisations Australia. ABN 43 008 597 304 (Organiser) Contact details are available at: https://enterprising-women.com.au/ (Website)
3.	Competition Period	The Competition commencement date is Tuesday 26 March 2024 at 9:00am (AEST) (Commencement) The Competition closing date is Friday 16 August 2024 at 5:00pm (AEST) (Closing Date)
4.	Competition Jurisdiction	Australia-wide
5.	Entry Requirements	Entrants must: (a) follow the instructions as set out on the Website: www.enterprising-women.com.au/kickstarter-challenge ; (b) provide all of the requested information on the entry form; and (c) select the Category that is the most appropriate for the business idea as set out at clause 9 of this Schedule.
6.	Maximum entries	There is no limit to the number of entries that may be submitted for separate business ideas. If an Entrant has more than one business idea, separate entries can be submitted for judging under this Competition.
7.	Prize	The total value of the equity-free cash prize money is \$60,000 AUD which will be shared amongst the Competition Finalists as follows: (a) The Competition winner (Winner) will receive \$30,000 AUD; (b) Each finalist (Finalist) will receive \$7,500 AUD. Prizes are non-transferable and can only be awarded to the person or persons named in the entry (Recipient). The time frame (Time Frame) for acceptance of a Prize is forty eight (48) hours from the date of notice by the Organiser to the Recipient. Recipients must attend the Kickstarter Challenge National Grand Final event held in Canberra (Grand Final). Recipients will receive:

		<ul style="list-style-type: none"> (c) One (1) return flight to the Grand Final in Canberra (if they reside outside the ACT); (d) Accommodation for the duration of the Grand Final; (e) Media and PR training and social media support in the lead-up to the Grand Final; (f) Grand Final presentation support from professional graphic designers; (g) Mentorship opportunities; (h) A chance to meet key decision-makers to help develop their business idea; and (i) The opportunity to feature on an episode of <i>Secrets of a Self Starter</i> podcast.
8.	<p>Business Idea Categories</p>	<p>There are four (4) business idea categories (Categories). Entrants must identify which of the Categories applies to their business idea.</p> <ol style="list-style-type: none"> 1. Health, Wellbeing and The Care Economy What improvements can be made to address health and wellbeing challenges facing Australians? 2. Climate Change and Sustainability What is a sustainable solution to help protect and safeguard the climate? 3. Community Impact What innovative idea helps to empower or provide value to the community as a whole or for a specific community? 4. Fintech or Ecommerce What software, mobile application, or other technology solution can improve or automate traditional forms of finance or commerce for businesses and consumers alike? <p>One (1) Finalist will be chosen for each Category.</p>
9.	<p>Judging and Criteria</p>	<p>Entries will be judged by a panel of industry experts (Panel) with support provided by the Enterprising Women Secretariat.</p> <p>Entries will be evaluated against the following criteria:</p> <ul style="list-style-type: none"> - Communication of vision - Relevance to the Category - Strong unique selling point - Explanation and understanding of the target market - Revenue or business model

		<p>- Clarity and strength of the overall submission (including presentation and branding)</p> <p>Consideration will also be given to factors such as the scalability of the business idea, any competitive analysis provided, marketing and sales strategy, and the quality of the pitch video.</p>
10.	Popular Vote	<p>All eligible entries will be entered into the Popular Vote (Popular Vote) category. The winner of the Popular Vote is awarded to the entry that receives the highest number of votes by the Closing Date.</p> <p>Entries into the Popular Vote category must relate to at least one of the four business idea Categories listed above. The winner of the Popular Vote category will automatically qualify as a Finalist.</p>
11.	Notification	<p>Notification of shortlisted entries will be made no later than Monday, September 16th, 2024.</p> <p>The Organiser will make reasonable attempts to contact each Finalist using the contact details provided in their entry.</p> <p>The Time Frame for acceptance by a Finalist is forty eight (48) hours from the date of notice by the Organiser to the Finalist.</p>
12.	Publication of Winner	<p>The Winner will be announced on stage in Canberra during the Kickstarter Challenge National Grand Final to be held on Wednesday 9th October 2024. Publication of the Winner will also be communicated on the Website www.enterprising-women.com.au.</p>
13.	Winner Eligibility	<p>To be eligible to win, Entrants must:</p> <ul style="list-style-type: none"> (a) provide correct and accurate contact details (b) be at least 18 years of age; (c) identify as female; (d) reside in Australia; (e) represent a female-founded startup, with majority ownership and leadership held by women; (f) have a registered business and maintain their primary place of business within Australia; (g) hold a current Australian Business Number (ABN), either as a sole trader or associated with the business idea/name entered; (h) have commenced trading on or after 1 January 2022, if trading has begun; (i) generate business revenue below \$75,000 AUD in the last 12 months of trading from the date of application, inclusive of grants received; and (j) maintain a business banking account in the name of the business idea submitted, established prior to entering the Promotion, or be willing to establish one if selected as a Finalist.



		<p>Proof of trading, commencement date and revenue may be requested at any stage and may include, but is not limited to, tax statements, web domain registration certificates, and ASIC records.</p> <p>Business structure, ownership structure and investment structure may also be considered in determining eligibility as an early-stage start-up.</p>
14.	Prize Delivery	The maximum delivery term shall be no longer than sixty (60) days from the Publication of Winners. Any delay in relation to delivery of Prizes will be communicated to the recipient(s).

Associated Terms and Conditions

This document sets out the terms and conditions that govern the Competition and are to be read in conjunction with the Competition Schedule (**Schedule**). By submitting an entry for the Competition, you (Entrant) agree to be bound to these terms and conditions. Entrants agree that these terms and conditions constitute all of the terms and conditions between the Entrant and the Organiser governing this Competition.

1 APPLICABILITY

Information on how to enter the Competition and claim Prizes form part of these conditions. Entries must comply with these conditions to be valid.

2 ELIGIBLE ENTRANTS

- (a) Entry to the Competition is open to all Entrants who:
 - (i) resident in Australia;
 - (ii) meet all of the Entry Requirements to enter the Competition as set out in the Competition Schedule;
 - (iii) are not directors, management, employees or immediate family of the Organiser and any of its respective agents, professional advisers, third party service providers or advertising and promotional agencies involved with the Competition;
 - (iv) have not previously been selected as the Winner of the Kickstarter Challenge;
 - (v) have not previously filed for bankruptcy in Australia or been convicted of fraud or fraud-related offences; and
 - (vi) agree to the Organiser’s terms and conditions and privacy policy (<https://enterprising-women.com.au/privacy-policy/>).
- (b) Each person who complies with this clause 2 will be an ‘Eligible Entrant’ for the purposes of these terms and conditions.
- (c) The Entrant is solely responsible for ensuring that it is eligible to be a Winner, and the Organiser will not be in any way liable to an Entrant should the Entrant be found to be ineligible to be a Winner.

3 COSTS

The Competition requires no purchase or payment to enter.



4 **SUBMITTING AN ENTRY**

- (a) Entrants must comply with the requirements set out in the Competition Schedule and as required on www.enterprising-women.com.au/kickstarter-challenge.
- (b) The Competition will be open during the Competition Period.
- (c) Entries must be received by the Organiser during the Competition Period. Entries are deemed to be received at the time of receipt by the Organiser and not at the time of electronic transmission by the Entrant.
- (d) Once an entry has been accepted, no changes to the entry are permitted.

5 **JUDGING AND NOTIFICATION**

- (a) The Competition is a game of skill. Chance does not play any part in determining the winners.
- (b) Entries will be evaluated against the Competition Criteria as set out in the Schedule.
- (c) The Organiser, or a designated representative, will contact each Finalist (whether an individual or part of a team) via the phone number or email provided in their submission no later than Monday 16th September, 2024.
- (d) Should a Finalist prove unreachable within the first 48 hours, the Organiser will then proceed to select an alternative Finalist (whether individual or team), and the Prize will transition to the selected alternative Finalist.

6 **ACCEPTANCE**

- (a) Finalists must travel to the Grand Final in Canberra to deliver their business pitch in person and to receive their Prize.
- (b) Finalists must produce valid identification documents prior to departure (e.g. valid passport, driver's licence or other acceptable government-issued identification).
- (c) Travel insurance and spending money are the specific responsibility of each Finalist and any travel companion(s). Once airline tickets have been issued, no changes will be permitted. The Organiser will determine airline, airports, flight itinerary and overnight accommodation at its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. The Organiser will not replace any lost, damaged, or stolen tickets or travel vouchers.
- (d) No travel or other costs will be reimbursed for participation in the Competition except for any reimbursable costs expressly mentioned in these Terms. No cash alternatives will be provided.

7 **PRIZE**

- (a) Prizes awarded as part of this Competition are set out in the Schedule.
- (b) All taxes and local government fees (excluding GST) that may be payable as a consequence of receiving a Prize are the sole responsibility of the Recipient.
- (c) The Organiser is not liable for any loss or damage (even if caused by negligence) as a result of a Recipient accepting and/or using the Prize, except for any liability which cannot be excluded by law.
- (d) Prizes are delivered "as is" and the Organiser makes no promise or guarantee regarding the suitability of the Prize.



- (e) The Organiser will not be liable for delivery of prizes to a wrong address or account where an error or omission has been caused by the Recipient.
- (f) Where a Recipient fails to provide valid delivery details within the Time Frame specified in the Schedule, the Prize will be forfeited.
- (g)
- (h) The Organiser reserves the right to substitute any of the Prizes with an equivalent cash prize or gift voucher in its sole discretion.
- (i) Prizes may contain goods or services from third party businesses. Unless otherwise specified, the provision, advertisement or offer of prizes from a third party business does not constitute any sponsorship, approval or endorsement of the goods, services, content, policies, practices or services offered by those parties.
- (j) Where a Prize is designated to be delivered directly from a third party business, the Recipient consents to the Organiser providing its details to the relevant third-party business on its behalf. This is solely for the purpose of facilitating the delivery of the Prize to the Recipient,
- (k) Finalists are required to use Prizes for business purposes. Prize money will be delivered into a business account in the name of the business identified in the entry. On request, Finalists are required to provide evidence of how Prize money has been used, including but not limited to receipts or other proof of purchases.
- (l) Prizes must be taken as stated and are not transferable to another person, unless agreed in writing by the Organiser. Prizes are not exchangeable for other goods or services from the Organiser.
- (m) Any voucher prizes can be redeemed towards a purchase of goods/services from the relevant business, subject to the business's gift voucher terms and conditions, policies and any black-out periods specified. The gift vouchers are non-transferable and not exchangeable for cash. The Organiser reserves the right to substitute the Prizes with an equivalent cash prize or equivalent gift card from another provider, in its sole discretion.
- (n) Any additional expenses incurred as a result of winning a Prize are the responsibility of the recipient, including but not limited to insurance coverage, any taxes or transfer duties or costs not specifically listed in these terms.
- (o) Entrants acknowledge and agree that the Organiser is not endorsed by, directly affiliated with, maintained, authorised, or sponsored by any third-party entities. All product and company names are the registered trademarks of their original owners. The use of any trade name or trademark is for identification and reference purposes only and does not imply any association with the trademark holder.

8 POPULAR VOTE

- (a) The winner of the "Popular Vote" category is awarded by members of the public who have the opportunity to vote for their preferred entrant.
- (b) The winner of the Popular Vote category will automatically qualify as a Finalist.
- (c) Voting for this category will commence at 9:00 am on Monday, April 29th, 2024 (AEST) and conclude at 4:59 pm on Friday, August 23rd, 2024 (AEST).
- (d) The Entrant with the highest number of votes at the close of voting on August 23rd, 2024, will be declared the winner of the Popular Vote, subject to compliance with the Competition terms and conditions.
- (e) In the event that the Entrant with the most votes fails to meet the eligibility criteria, the Entrant with the second-highest number of votes will be contacted regarding eligibility.



- (f) Each member of the public and/or participant is permitted to vote once per entry per day. Bulk or automated votes, including those submitted via macros or similar methods, are strictly prohibited.

9 ANNOUNCEMENT OF WINNER

- (a) The Organiser will announce the Winner of the Competition according to the Competition Schedule (**Publication of Winner**).
- (b) Once notified, the Winner must provide the Organiser with the following details:
 - (i) full name;
 - (ii) contact number; and
 - (iii) postal address.

10 PRIZE SUBSTITUTION

- (a) In the event that any part of the Prize becomes unavailable for reasons beyond the Organiser's control, the Organiser may, at its absolute discretion, substitute the Prize (or the relevant part of the Prize) with a prize of equal or greater value.
- (b) The Prize is not redeemable for cash or credit under any circumstances.

11 UNCLAIMED PRIZES

- (a) The Organiser will make reasonable attempts to contact Finalists using the contact details provided in their entry. However the Organiser will not be liable for a Finalist's failure to receive a notification if they provide incorrect contact details, their email security settings cause the notification to enter the spam or junk folder, or if they have not updated their domain or email subscription to receive the notification.
- (b) If a Finalist fails to accept or claim a Prize within the Time Frame, the Finalist will no longer be entitled to the Prize and their entry will be automatically withdrawn from the Competition.
- (c) If a Finalist fails to accept or claim a prize in accordance with clause 11(b), the Organiser reserves the right to award the Prize to an alternative Entrant by conducting a second round of judging of all Competition entries in accordance with clause 5(b).

12 USE OF ELIGIBLE ENTRANTS' PERSONAL INFORMATION

- (a) The Organiser will collect the Eligible Entrant's personal information, including names, addresses and contact numbers for the purpose of conducting the Competition. The Organiser may disclose the personal information it collects to third parties, including local regulatory authorities and the Organiser's agents or third-party service providers for the purposes of conducting the Competition or for promotional and marketing purposes, including on social media (**Purpose**).
- (b) By entering this Competition, Eligible Entrants consent to the use of their personal information for the Purpose set out in clause 12(a).
- (c) By entering this Competition, Eligible Entrants agree and that the Organiser may contact them for future marketing purposes without an expectation of payment or compensation.
- (d) Eligible Entrants may access, change and/or update their personal information by emailing the Organiser at hello@enterprisingme.com.au. A copy of the Organiser's privacy policy is available here: <https://enterprising-women.com.au/privacy-policy/>. The



privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

13 **SOCIAL MEDIA**

- (a) The Competition is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, TikTok or any of its associated mobile applications (**Socials**).
- (b) The Entrant agrees that it releases all Socials from any and all liability to the Entrant arising out of or in connection with the Competition.
- (c) The Entrant must not:
 - (i) harass or bully any other person, use offensive language, use language that defames the Organiser, or use language that negatively impacts or intends to negatively impact the reputation of the Organiser;
 - (ii) use electronic programs, bots or similar technology to automatically submit entries;
 - (iii) use multiple Instagram accounts to enter the Competition; or
 - (iv) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine friends or family in their entry,
- (d) the Organiser reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.

14 **ENTRY CONTENT**

- (a) Entries must be the Eligible Entrants' original work. The Organiser reserve the right to require Eligible Entrants to verify that the entry is the Eligible Entrants' original work. If the Organiser is unable to verify that the entry is original work to their satisfaction, the entry will be deemed invalid.
- (b) Eligible Entrants warrant that their entry is not in breach of any third-party intellectual property rights. If the Eligible Entrants have engaged third party service providers for any part of the entry's content, the Eligible Entrants warrant that they have the necessary licences and rights to include such content in their submission for the Purpose.
- (c) Entrants agree to indemnify the Organiser and their associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause.
- (d) Entries must not include:
 - (i) any images, video or voice of any person without that person's express consent (including by ensuring that person has signed a release form) for such image, video or voice to be used by the Organiser for the Purpose;
 - (ii) any content that contravenes any law; and
 - (iii) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
- (e) By entering this Competition, Eligible Entrants consent to the Organiser dealing with their entry content for any related purpose (be it commercial, promotional or otherwise) in perpetuity.
- (f) Eligible Entrants consent to providing an original copy of the entry content for the Organiser to edit for the purpose of shortening the content for use and publication as part of promoting the Competition.



- (g) Eligible Entrants consent to the Organiser using their name, likeness, image and/or voice in the event that they are shortlisted as a Finalist, or become a Winner in the Competition, in any media for an unlimited period of time without remuneration or compensation for the Purpose and/or promoting any services supplied by the Organiser.
- (h) Eligible Entrants represent and warrant that all necessary rights, permissions, consents and moral rights waivers have been duly and effectively obtained from any performer, presenter, contributor or other person involved in the Entry Content or rights, services or facilities in connection with it.

15 GENERAL CONDITIONS

- (a) Competition Criteria and Judging decisions made by the Panel on behalf of the Organiser are final and binding and no correspondence will be entered into in relation to any disputes associated with the Competition outcome.
- (b) The Organiser accepts no responsibility for late, lost or misdirected entries or other communications.
- (c) Eligible Entrants are responsible for notifying the Organiser of any change to their contact details during the Competition Period and up until the Publication of the Winner. A request to access or modify any information provided as part of the redemption of a prize should be directed to the Organiser.
- (d) The Organiser may at its absolute discretion request verification of any personal information of Eligible Entrants provided for the purposes of the Competition and arranging a prize, including but not limited to bank account details and passport information.
- (e) The Organiser reserves the right to disqualify any individual who breaches these terms and conditions, submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the fair and proper conduct of this Competition. Failure by the Organiser to enforce any of its rights does not constitute a waiver of those rights.
- (f) By entering this Competition, Eligible Entrants acknowledge and agree that these terms and conditions, the Competition and the consequences of receiving a prize may be subject to the terms and conditions of third-party service providers such as social media platforms, video platforms, payment providers, airline companies, hotel accommodation companies and transfer companies (**Third Party Terms**). Provided that the Organiser has made it clear that it uses such third party suppliers and those suppliers' Third Party Terms apply, the Organiser will not be liable for any damage or loss suffered by the Eligible Entrants in connection with such Third Party Terms.
- (g) Participants in the Competition may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Organiser. These terms and conditions do not exclude, restrict or limit those statutory rights in any way.
- (h) However, to the maximum extent permitted by law and subject to clause 15(i), the total liability of each party in respect of loss or damage sustained by the other party in connection with these terms is limited to the amount equivalent to the competition Prize.
- (i) Clause 15(h) does not apply to any Participant's liability in respect of loss or damage sustained by the Organiser arising from a Participant's breach of:
 - (i) clause 2; and
 - (ii) clause 13.



- (j) The Organiser will not be liable for performance delays nor for non-performance due to causes beyond their reasonable control, including any decision of a government authority in relation to COVID-19. If the Competition is not capable of running as planned, the Organiser reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.
- (k) These terms and conditions are governed by the laws applying in the Australian Capital Territory, Australia.