

**Business Insider X Gizmodo New Technologies Grant *brought to you by Glen Grant***  
**Terms and Conditions**

**Promotion Details:**

<b>Promotion</b>	<b>Business Insider X Gizmodo New Technologies Grant <i>brought to you by Glen Grant</i></b>
<b>Promoter</b>	<p>The Promoter is Allure Media Pty Ltd, Level 7, 80 Pitt St, Sydney NSW 2000. ABN 48 122 263 352. Telephone number: 02 8667 5400 (<b>Promoter</b>).</p> <p>The Promoter is part of the Fairfax Media group of companies owned or controlled by Fairfax Media Limited (ACN 008 663 161) (<b>Fairfax Group</b>).</p>
<b>Promotion Sponsor</b>	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 10, 207 Pacific Highway, St Leonards, NSW 2065, phone 1800 856 939
<b>Application Period</b>	<p><b>Start date:</b> 26 April 2018 at 12:01 am AEDT</p> <p><b>End date:</b> 25 May 2018 at 11:59 pm AEST</p>
<b>Eligible Applicants</b>	<p>Entry is only open to Australian residents who are 18 years and over and who own or are authorised representatives of a registered Australian business with 20 or less employees and an Australian Business Number (<b>ABN</b>).</p> <p>Directors and employees and their Immediate Family Members of the Promoter and the Promotion Sponsor, their related bodies corporate and any agencies or companies associated with the Promoter, the Promotion Sponsor or the Promotion are not eligible to enter. Immediate Family Member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p>
<b>How to enter</b>	<p>To apply for a grant, Eligible Applicants must:</p> <ul style="list-style-type: none"> <li>• Go to the Promoter’s webpage at <a href="http://www.businessinsider.com.au">www.businessinsider.com.au</a> or <a href="http://www.gizmodo.com.au">www.gizmodo.com.au</a>;</li> <li>• Register your details on this webpage, including your full name, age, address, contact details and ABN, and confirm both your availability from 4–8 June 2018 for filming a promotional video if you are shortlisted as a finalist and if you are the winner, your participation in a potential follow-up video series in October 2018, which will be published on the Promoter’s websites at <a href="http://www.businessinsider.com.au">www.businessinsider.com.au</a> or <a href="http://www.gizmodo.com.au">www.gizmodo.com.au</a>;</li> <li>• develop an original video for a duration of 30 seconds to 2 minutes total, explaining or demonstrating how you would you use a Business Insider X Gizmodo New Technologies Grant and mentoring to develop a new, or enhance an existing, technology which advances environmental sustainability. Your video must tell us about this technology including: <ul style="list-style-type: none"> <li>○ how it works and why it is unique; and</li> <li>○ what it aims to achieve for environmental sustainability.</li> </ul> <p><b>(Proposal)</b>; and</p> </li> <li>• privately upload the video of the Proposal to YouTube or VIMEO and tag @glengrantaustralia in the title (<b>Content</b>).</li> </ul> <p>All Applications (including Proposals) are deemed to be received at the time of receipt by the Promoter, not at the time of uploading.</p>

	<p>Proposals must be original and not been the subject of any previous applications, or awards, for sponsorship, grants or support.</p> <p>Applicants will need to have a YouTube or VIMEO account and comply with the platform's terms and conditions of use at <a href="https://www.youtube.com/t/terms">https://www.youtube.com/t/terms</a> and <a href="https://vimeo.com/terms">https://vimeo.com/terms</a>. Applicants must not submit any Content that is unlawful, fraudulent, in breach of any intellectual property, privacy or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, discriminatory, or that encourages underage or excessive consumption of alcohol. Any persons depicted in the Content must be over 18 and must consent to their depiction.</p> <p>Only 1 eligible entry per registered Australian business (with its own ABN) will be accepted.</p>
<b>Judging</b>	<p>This is a game of skill and chance plays no part in determining the winner. The judging and selection of the successful Eligible Applicant (<b>Grantee</b>) will be judged by representatives of Business Insider, Gizmodo, Blue Chilli and Campari Australia. Each entry will be judged at the sole discretion of the judges based on creativity, originality, idea scalability and potential environmental impact. The judges will select two shortlisted finalists from all valid entries submitted by each Eligible Applicant and received during the Application Period at Allure Media Pty Ltd, at Level 7, 80 Pitt St, Sydney NSW 2000 at 2.00pm on 28 May 2018. The shortlisted finalists will be required to participate in a promotional video to be filmed by the Promoter in the period 4 to 8 June 2018.</p> <p>The judges will select the Grantee from the shortlisted finalists at 3:00pm on 25 June 2018 at the above address.</p> <p>The judges' decision in selecting the Grantee is final and the Promoter will not enter into any correspondence regarding the result.</p> <p>.</p>
<b>Grant description</b>	<p>The (one) Grantee will receive both:</p> <ul style="list-style-type: none"> <li>• up to \$30,000 cash under the Business Insider X Gizmodo New Technologies Grant program (<b>Grant</b>) for the purposes of helping fund their Proposal;</li> <li>• mentoring from experts at Gizmodo, Business Insider and Blue Chilli for 4 x two hour sessions (<b>Mentoring</b>).</li> </ul> <p>The costs of travel and accommodation for:</p> <ul style="list-style-type: none"> <li>• the finalists to attend and participate in the promotional video and the video follow-up series will be at the expense of the Promotion Sponsor; and</li> <li>• for the Grantee to attend Mentoring sessions will be at the Grantee's own expense.</li> </ul>
<b>Notifying the Grantee</b>	<p>The Grantee will be notified in writing and by telephone within 2 days of judging. In the event that the Grantee cannot be contacted after [three] attempts, that Grantee will forfeit the Grant and the judges will select another Eligible Applicant in their place.</p>
<b>Special conditions</b>	<ul style="list-style-type: none"> <li>• The Grant and Mentoring are not transferable or exchangeable, and Mentoring is not redeemable for cash.</li> <li>• The Promoter will not provide any additional amount to the Grantee under any circumstances, including where the total project cost for the Grantee's Proposal is greater than the Grant.</li> </ul>

	<ul style="list-style-type: none"> <li>• The Grantee must make themselves available for and participate in at least one interview with Business Insider and Gizmodo at the reasonable request of the Promoter.</li> <li>• The entire Grant must be used and applied solely for the Proposal featured in the application by [insert date], unless the Promoter agrees otherwise in writing.</li> <li>• If the Applicant fails to expend the entirety of the Grant to implement the Proposal, any unspent, remaining funds may be recouped from the Grantee, however only after the Promoter has first tried to work with the Grantee to determine what may be preventing the Grant from being expended on the Proposal and to seek a resolution.</li> <li>• The Grantee must promptly notify [the Promoter if: <ul style="list-style-type: none"> <li>a) it is no longer possible to implement or execute the Proposal, or it otherwise cannot be completed in the manner described in the Proposal application; and/or</li> <li>b) there remains any unused amount of the Grant.]</li> </ul> </li> </ul>
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**Detailed Terms:**

**Entry into the Promotion**

1. The Promotion Details above and all Detailed Terms below form part of these Terms and Conditions. The applicant agrees and acknowledges that they have read these Terms and Conditions
2. It is a condition of entry that all Terms and Conditions are accepted as final and the Eligible Applicant agrees to abide by these Terms and Conditions. Submission of an entry is deemed to be an acknowledgement by the Eligible Applicant that they have read these Terms and Conditions and accepted them.
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
4. The Promotion commences on the Start Date and runs for the Application Period ending on the End Date.
5. Valid entries by Eligible Applicants will be accepted during the Application Period. No entries will be accepted after this time. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the reasonable opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Applicant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and Applicant's details including the right to request proof of an Applicant's identity, age and residency. In the event that the Grantee cannot provide suitable proof to the Promoter's reasonable satisfaction, the Grantee will forfeit the Grant in whole and no substitute will be offered.

10. The Promoter reserves the right to disqualify an Applicant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Applicant and no correspondence will be entered into.
11. An Applicant who uses any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Applicant to access the website or social media platform of entry via their internet service provider.
13. Should an Applicant's contact details change during the Promotion, it is the Applicant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Grant or prize, subject to State or Territory regulation.

#### **Grant**

15. The Grantee will be notified by email together with further instructions on how to arrange the collection of the Grant within 2 days of the Grantee being selected by the judges (as set out in Promotion Details).
16. The Grant and Mentoring will be awarded to the person named as the successful Eligible Applicant. If there is a dispute as to the identity of an Applicant or Grantee, the Promoter reserves the right, in its sole discretion, to determine the identity of the Applicant or Grantee.
17. If a Grantee chooses not to take their Grant (or is unable to), or does not take or claim the Grant by the time specified by the Promoter, they forfeit the Grant and the Promoter is not obliged to substitute the Grant.
18. The details of the Grant and Mentoring are set out in the Promotion Details.
19. If the Grant (or portion of the Grant) is unavailable the Promoter reserves the right to substitute the Grant (or that portion of the Grant) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
20. If a Grant or Mentoring is provided to the Promoter by a third party, it is subject to the terms and conditions of the third party prize supplier. The Promoter and the third party Grant supplier reserve the right to refuse to allow a Grantee to use or take part in any or all aspects of the Grant, if either determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely use or participate in the Grant or Mentoring.
21. If a Grant is provided to the Promoter by a third party supplier and/or is to be delivered directly to the Grantee, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Grant, any delay or failure relating to the Grant itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

#### **Personal Information, marketing and publicity**

22. As part of the Promotion, the Promoter will collect Applicants' personal information. If the Applicant does not provide their personal information as requested, they may be ineligible to enter or claim a Grant as part of the Promotion. Submission of an entry is deemed to be consent by the Applicant to the Promoter collecting their personal information.
23. The Promoter will use the personal information to enable an Applicant to participate in the Promotion.

24. The Promoter may disclose Applicants' personal information to third parties including its contractors and agents, Grant suppliers, Promotion Sponsors and service providers to assist in conducting this Promotion.
25. The Fairfax Group may use Applicants' personal information for future marketing purposes regarding its products, including contacting the Applicant electronically.
26. The Promotion Sponsor may use the personal information of an Applicant for marketing purposes if the Applicant has given their consent to be contacted by the Promotion Sponsor.
27. Personal information will be stored by the Promoter on a database controlled by the Fairfax Group or by a third party service provider of the Fairfax Group.
28. For the purposes of public statements and advertisements, the Promoter may only publish the Grantee's surname, initial and State/Territory or postcode of residence.
29. Further details on how the Fairfax Group will collect and use personal information is set out in the Fairfax Group privacy policy which is located at <http://www.fairfax.com.au/privacy.html>.
30. The Fairfax Group privacy policy contains information about how an Applicant may access, update and seek correction of the personal information the Fairfax Group holds about them and how an Applicant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
31. By accepting the Grant, the Grantee agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Fairfax Group may use any such marketing and editorial material without further reference or compensation to them.
32. The Grantee agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being the Grantee under the Promotion to any other media organisation.
33. Intellectual property rights
34. The following conditions apply where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (Content):
  - i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
  - ii) the Content must be the work of the individual submitting it;
  - iii) the Content must not have been published elsewhere, been the subject of previous applications, or awards, for sponsorship, grants or support or have won a prize in any other competition or promotion;
  - iv) before submitting the Content, Applicants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Applicants must obtain any other permissions required for the submission of the Content;
  - v) each Applicant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Applicants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
  - vi) the Promoter may remove or decline to publish any Content without notice to the relevant Applicant ;
  - vii) the intellectual property rights in the Content submitted by the Applicant remains with the relevant Applicant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each Applicant grants a worldwide, irrevocable, perpetual licence to the Fairfax Group to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The Applicant acknowledges that the Promoter is free to use the

Content and to exercise its rights in relation thereto and the Applicant will not be entitled to any fee for such use; and

- viii) the Applicant hereby consents to the Fairfax Group using their likeness, image and/or voice in the event that the Applicant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Fairfax Group. The Applicant will not be entitled to any remuneration for such use.

#### **Use of social media**

35. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (Platform Operator):
- i) the Applicant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
  - ii) the Applicant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
  - iii) to the extent relevant to the Promotion, Fairfax agrees and each Applicant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

#### **Limitation of liability**

36. Any guarantee or warranty given in relation to a Grant is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
37. The Promoter and its associated agencies and companies will not be liable for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with this Promotion or accepting, taking part in or using any Grant (or Mentoring), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
38. Neither the Promoter, nor any Promotion Sponsor or third party Grant supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the Grant in accordance with the Grant description.
39. The Promoter accepts no responsibility for any tax implications of this Promotion and Applicants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the Grant or acceptance of the Grant.
40. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.