

Student Competition – Ocean Innovators Challenge, Australia & New Zealand

Sponsor: Encyclopaedia Britannica Australia Ltd. (“**Britannica**”), PO BOX 5608 Chatswood West NSW 1515 Australia.

Territories: Australia and New Zealand (each a “Territory”)

This is a skill-based Competition and chance plays no part in the determination of winners. Britannica is responsible for the collection, submission or processing of entries and the overall administration of prize giveaways. Adult Coaches should look solely to Britannica with any questions, comments or problems related to the Competition.

The Competition is subject to all applicable Australian federal, state, territorial and local laws and regulations, and any and all applicable laws and regulations in a Team’s Territory prior to their date of entry. In addition, **THE COMPETITION IS VOID WHERE PROHIBITED BY LAW.**

Terms and Conditions

BY DELIVERING A SUBMISSION TO BRITANNICA, THE SUBMITTING TEAM’S ADULT COACH (1) MAKES THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN TO BRITANNICA REGARDING EACH SUBMISSION, (2) UNCONDITIONALLY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND (3) WARRANTS THAT THEIR ENTRY(IES) COMPLIES WITH ALL REQUIREMENTS SET OUT IN THE OFFICIAL COMPETITION RULES, THESE TERMS AND CONDITIONS AND THE DECISIONS OF THE SPONSOR.

- The Competition is only open to current students from grades 3 to 8 in the Territory. A maximum of four (4) students per team are allowed to participate in the Competition, and there should only be one entry per team.
- Only an Adult Coach (18 or more years of age) may deliver a submission to Britannica on a team’s behalf.
- The Competition starts and finishes on the dates specified by Britannica at the time of entry. Any entries received outside of this period may be disqualified.
- Each entrant’s Adult Coach must register for the Competition by completing the Registration Form.

- Registrants will be provided free access to selected content from Britannica Expedition: Learn! for the duration of the Competition.
- There is no entry fee and no purchase necessary to enter this Competition.
- All entries must be submitted by each Adult Coach in digital format and be written in English.
- Britannica will not accept responsibility for any late submissions, any entries that are not received or any entries or files that are corrupt, damaged, lost, or inaccessible.
- By entering, each entrant's Adult Coach represents and warrants on their team's behalf that:
 - Their entry is original, and their submission does not or will not infringe or violate any right of any person or entity, including any third party's intellectual property.
 - The team has all permissions, authorizations, and other rights necessary to make the submission.
 - The submission does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation, or goodwill of any person or entity.
 - The submission does not contain pornographic or sexual content, hateful content of any kind (including racism, sexism, etc.), content which promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content.
 - The submission does not include threats of any kind or intimidate, harass, or bully anyone.
 - The submission does not violate any local, state, national, or international law or include any content that would encourage or provide instructions for a criminal offense.
- By participating in the Competition, entrants accept that all decisions made by the Britannica are final and binding in all matters relating to the Competition, and Britannica reserves the right to disqualify any submission which, in Britannica's sole discretion, violates any of these Terms and Conditions or the spirit of the Competition.
- The deadline for submissions is 11.59pm AEST on Sunday 18th August 2024. Winners will be announced on Tuesday 10th September 2024. Because of the unique nature and scope of this Competition, Britannica reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Terms and Conditions, the Official Competition Rules or otherwise governing the Competition. Britannica cannot accurately predict the number of entrants who will participate in the

Competition.

- Winners must claim their prize and confirm postal details by return email within 14 days of the date of notification. Prizes will be delivered to winners within 4 weeks of the date of claim. In the event that a winner has not validly claimed their prize within 14 days of the date of notification, that prize will be forfeited, and no compensation will be payable. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason.
- The prizes are not transferable or exchangeable and cannot be redeemed for cash. Britannica reserves the right to make changes to prizes.
- Britannica reserves the right to exhibit the information from teams posted with their submission(s) and the entries of the participants/winners on Britannica's website, in communications, or any other social media. Teams will not receive compensation for such use. Photographs, if any, included with a submission should not include the face of anyone under the age of 18. In addition, by delivering a submission or entry to Britannica, you agree to Britannica's use of personal information as described in Britannica's Privacy Policy located at <https://corporate.britannica.com/privacy.html>.
- Submissions must not include any personally identifiable information about any individual under the age of 18. This includes (without limitation): (a) first and last name; (b) home or other physical address, including street name and name of a city or town; (c) e-mail address or other online contact information, including but not limited to an instant messaging user identifier, or a screen name that reveals an individual's e-mail address; (d) telephone number; (e) Social Security number; (f) photograph of face.
- If requested by Britannica, potential prize recipients may be required to sign and a return an 'Affirmation of Eligibility and Liability and Publicity Release', or such other documents as Britannica may reasonably require in order to evidence or effectuate the rights granted in these Terms and Conditions and the Official Competition Rules. Failure to comply may result in forfeiture of the prize and award to alternative winner.
- You hereby acknowledge and agree that the relationship between You and Britannica is not a confidential, fiduciary, or other special relationship, and that Your decision to provide Your Submission Form to Britannica for purposes of the Competition does not place Britannica in a position that is any different from the position held by members of the public with regard to elements of Your Submission Form.
- Britannica reserves the right to cancel the Competition at any time, for any reason, without prior notification and in its sole discretion.

- **LIMITATION OF LIABILITY:** BY ENTERING, YOU AGREE TO RELEASE AND HOLD HARMLESS BRITANNICA AND ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM, OR DAMAGE THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, WHETHER CAUSED BY NEGLIGENCE OR NOT, FROM: (I) SUCH ENTRANT'S PARTICIPATION IN THE COMPETITION OR THEIR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR ANY PORTION THEREOF; (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTION OF ANY COMPUTER, CABLE, NETWORK, HARDWARE, OR SOFTWARE, OR OTHER MECHANICAL EQUIPMENT; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS, TELEPHONE, OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE COMPETITION; (V) ELECTRONIC OR HUMAN ERROR IN THE ADMINISTRATION OF THE COMPETITION OR THE PROCESSING OF ENTRIES; OR (VI) FORCE MAJEURE.
- **GOVERNING LAW AND VENUE:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL COMPETITION RULES OR THE RIGHTS AND OBLIGATIONS OF YOU OR BRITANNICA IN CONNECTION WITH THIS COMPETITION SHALL BE GOVERNED BY THE LAWS OF NEW SOUTH WALES, AUSTRALIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS COMPETITION, YOU AGREE THAT ANY AND ALL DISPUTES THAT CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS COMPETITION, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN NEW SOUTH WALES, AUSTRALIA HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES SHALL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, OTHER THAN YOUR ACTUAL OUT-OF-POCKET EXPENSES (I.E. COSTS ASSOCIATED WITH ENTERING THIS COMPETITION). YOU FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
- Entry into the Competition will be deemed as acceptance of these Terms and Conditions.