

THE EIDOS CHALLENGE TERMS AND CONDITIONS

1. WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

(a) All the clauses in this document (as modified from time to time), information regarding how to enter the Eidos Challenges challenge (Challenge), vote, leave a comment, and apply for the Eidos Challenge, and our [privacy policy](#) form part of and are incorporated in these terms and conditions.

(b) 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).

(c) In these terms and conditions: the Site is eidoschallenges.org; an Idea is an idea submitted to the Site as part of the Challenge; a Registered User is a person who is registered via the login portal, ask questions, vote on, and share Ideas in the Challenge; an Entrant is a Registered User who enters an Idea in the Challenge.

(d) By using and registering to use the Site, you accept these terms and conditions.

(e) We may update these terms and conditions from time to time, or ask you to sign up or register for new additions to, or special features on, the Site. Your use of the Site after any changes or new terms become effective will be deemed as acknowledgement and acceptance of these changes. You should frequently review the terms and conditions that apply to you and your use of the Site.

2. WHAT IS EIDOS CHALLENGES?

(a) Eidos Challenges are an activity undertaken Eidos Institute. Eidos Institute are a registered charity. Eidos Institute is not aligned to any political party or other vested interest.

3. WHO CAN TAKE PART?

(a) To register to use the Site and enter the Challenge, you must be a legal person under Australian law.

(b) At the time of registering as a user of the Site and entering the Challenge, if you are under 18 years old, you must obtain your parent's or legal guardian's consent to register to use the Site or enter the Challenge. We can do what we deem necessary to satisfy ourselves that such consent has been obtained. We reserve the right, at any time, to verify your identity and age and may, for this purpose or in relation to certain activities, request contact information from your parent or legal guardian to establish they have consented to your involvement in the Challenge.

(c) Directors, volunteers, and employees of Eidos Institute must disclose any real or perceived conflict(s) of interest in relation to enter the Challenge.

4. IMPORTANT INFORMATION

(a) Ideas must be submitted during the relevant period, outlined under the Challenge information.

(b) Registered Users can vote for as many different Ideas as they choose, but can only vote for each Idea once.

(c) Ideas must be submitted through the Site only. Ideas cannot be submitted by post, email, phone, or any other channel.

(d) An Entrant may submit more than one Idea, but each Idea must be unique to the best of their knowledge.

(e) We accept no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

(f) Each Entrant is responsible for their entry and for paying any costs associated with their participation in the Challenge.

5. WARRANTIES

You warrant and agree that, in relation to all materials that you contribute to the Site (whether written, photographic, or otherwise and including any Idea and any question or comment you make on the Site or social media channels) (Content):

(a) You created the Content or, if others have assisted you in creating the Content, you have obtained all required consents to use the Content in the Challenge;

(b) You are entitled to reproduce and exploit all of the underlying works in the Content;

(c) You have not granted rights to the Content to any other person inconsistent with the rights granted to us;

(d) The Content has not previously been removed from the Site because it violates these terms and conditions; and

(e) The Content complies with the requirements set out in clause 6.

6. CONTENT REQUIREMENTS

All Content contributed by you to the Site must:

- (a) Be clear, concise, and purposeful;
- (b) Respond to, and be relevant to, the Challenge;
- (c) Be open, honest, and respectful;
- (d) Be submitted in your own name;
- (e) Not infringe copyright or any other intellectual property or proprietary rights;
- (f) Not contain misrepresentations, provide false or misleading information, impersonate any person, or suggest a connection to a group or organisation that is misleading;
- (g) Not contain anything that is unlawful, malicious, obscene, defamatory, derogatory, threatening, pornographic, sexually inappropriate, violent, abusive, harassing, hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, gives rise to civil liability, or violates any law;
- (h) Not contain material that is protected by trade secret unless the content is owned by you;
- (i) Not be not spam;
- (j) Not contain large files that might overload the site;
- (k) Not contain viruses;
- (l) Not cause or be likely to cause injury or harm to any person or entity;
- (m) Not damage or be likely to damage our reputation, the reputation of our initiatives, or the reputation of our partners;
- (n) Not contain personal or private information (except your own personal or private information required for the purposes of the registration process);
- (o) Not contain solicitations for funds; and
- (p) Not contain advertisements for goods or services.

7. REMOVAL OF CONTENT AND REGISTERED USERS AND TERMINATION OF CHALLENGE

(a) We may, in our absolute discretion and without giving you prior notice, edit or remove Content and / or terminate or suspend your registration or bar you from any further use of the Site if we reasonably believe that:

- Content you have contributed to the Site or your conduct on the Site in any way breaches these terms and conditions; or
- You have manipulated or tampered with or benefited from any manipulation of or tampering with the operation of the Challenge (including but not limited to soliciting votes, disguising an IP address, using multiple email addresses or aliases to submit multiple Ideas for the same person or other electronic account).

(b) We may, in our sole discretion, revoke any accolade provided to an Idea or an Entrant if the Idea does not comply with these terms and conditions.

(c) Without limiting our rights, we reserve the right to take legal action (including to recover damages and other compensation) against anyone found to have breached these terms and conditions.

(d) Our decisions in relation to all aspects of the Challenges are final and no correspondence will be entered into.

(e) Upon termination of your registration, your right to use or access the Site and take part in the Challenge and the Program will immediately cease, but all provisions of these terms and conditions that relate to intellectual property, warranties, and limitations of liability will continue to apply.

(f) We reserve the right to (without prior notice) amend, alter, upgrade, reproduce or terminate the Site, its form, or its functionality.

(g) If for any reason any aspect of the Challenge, is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, manipulation, unauthorised intervention, fraud, technical failures or any cause beyond our control that corrupts or affects the administration, security, fairness, integrity or proper conduct of the Challenge, Questions of Experts, or Grants, we may in our sole discretion cancel, terminate, modify or suspend the Challenge or invalidate any affected Content.

8. REPORTING ABUSIVE CONTENT

If you see any content which you consider is offensive or inappropriate or which does not otherwise comply with the spirit of these terms and conditions, please report the content by emailing info@eidos.org.au. We appreciate your efforts to keep Eidos Challenges inclusive, insightful, and constructive.

9. HOW ARE THE WINNING IDEAS CHOSEN?

(a) The Eidos Research Committee will have final say on which idea is selected to receive the award.

(b) If a Winning Idea does not comply with these terms and conditions, the Idea will be discarded and we will choose another Idea to replace it.

(c) Our decisions are final and no correspondence will be entered in to.

(d) We may require an Entrant with an idea to verify their Idea and provide proof of identity, proof of age, proof of residency and, if required, proof of consent by a parent or legal guardian. Proof considered suitable for verification is at our sole discretion

10. INTELLECTUAL PROPERTY

We take IP seriously. The successful proponent of the Eidos Challenge Idea is referenced as a "Project" within the Eidos Network Rules of operating. Participants are welcome to discuss Intellectual Property with the CEO of Eidos Institute. The rules only relate to the winning project.

10.THE SUCCESSFUL PROPONENT OF THE CHALLENGE

The successful proponent of the Challenge will receive a AUD\$25,000 contribution towards bringing their idea into fruition. Following the announcement of the Challenge Award the successful proponent will enter into negotiations with the Eidos Research Committee who will develop measures of success for the following 6-month period. A Project Schedule and Project Terms will be agreed to and signed by both parties.

11. LIABILITY

(a) We and our associated agencies, companies and related bodies corporate will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Challenge, a Grant, any of our initiatives, programs, events or challenges, using the Site or accepting or using any Content except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

(b) All material, content and information posted by us or our partners on the Site is provided as general information only and does not constitute professional advice of any nature. Content posted by other users of the Site is provided by, and is solely the responsibility of, the user providing that Content. We do not make any representation or warranty as to the accuracy, completeness or reliability of any material, content, information or other items contained on the Site. You are not entitled to rely on any

material, content, information or other items contained on the Site unless otherwise expressly advised by us in writing.

(c) You use the Site, participate in the Challenge, or any of our initiatives, programs, events or challenges, and apply for a Grant on your own initiative and at your own risk and take responsibility for their outcome and any involvement you might have with a third party in the course of using the Site or being part of the Challenge, a Grant, or any of our initiatives, programs, events or challenges. You understand that you may be required to satisfy third party terms and conditions in addition to these terms and conditions. We will not be liable for the conduct of third parties associated with the Site, the Challenge, a Grant, or any of our initiatives, programs, events or challenges, including the conduct of third parties in relation to your Idea or intellectual property.

(d) You are solely responsible for ensuring that your use of the Site and participation in the Challenge and a Grant is legal.

12. PERSONAL INFORMATION

(a) Site users', Registered Users', Entrants', and Applicants' personal information (PI) will be collected to enable us and our agencies to conduct, administer, operate and promote the Site, the Challenge, the Grants, or any of our initiatives, programs, events or challenges for present and future purposes. Your PI may be provided to third parties assisting in the conduct of the Site, the Challenge, the Grants, or any of our initiatives, programs, events or challenges for present or future purposes, including but not limited to our partners, agents, contractors and, as required, to Australian regulatory authorities as well as for publicity purposes surrounding us, the Site, the Challenge, the Grants, or any of our initiatives, programs, events or challenges.

(b) If you submit an Idea, your profile and Content, as submitted by you on the Site, may be published by any of our media partners' in any medium.

(c) If the PI requested is not provided, you may not be able to register to use the Site or participate in the Challenge, a Grant, or in any of our initiatives, programs, events or challenges.

(d) We may, for an indefinite period and unless otherwise advised, use your PI to contact you in relation to initiatives and opportunities associated with us and our partners, the Challenge, the Grants, or for other promotional, marketing, publicity, research and profiling purposes (including via electronic messaging such as SMS and email, by mail, by phone or in any other lawful manner).

(e) By using the Site, registering to use the Site and by entering the Challenge you consent to the use of your PI as described in these terms and conditions.

(f) If you do not truthfully provide all requested PI, we may determine in its sole discretion that you are not eligible to win, be shortlisted or participate in any of our initiatives, programs, events or challenges.

(g) A request to access, update, correct or remove any PI should be directed to us at info@eidos.org.au

13. SEVERABILITY

If a provision in these terms and conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part will, to that extent, be treated as deleted from these terms and conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these terms and conditions. This clause 13 does not apply and has no effect if severance of the provision of these terms and conditions in accordance with this clause materially affects or alters the nature or effect of the parties' obligations under these terms and conditions.

14. GOVERNING LAW

These terms and conditions, your use of the Site, your participation in the Challenge or any of our initiatives, programs, events or challenges, your application for a Grant, and any disputes between you and us will be governed by and construed in accordance with the laws of Queensland.