

TERMS AND CONDITIONS THE BIG ISSUE – THE BIG IDEA COMPETITION

Conditions of Entry for The Big Idea Competition (Competition)

1. These terms and conditions of entry, including information on how to enter and prize details, together with the instructions described in the competition tools section on the competition website www.thebigidea.org.au (**Terms**), apply to the Competition. Submitting an entry for judging by The Big Issue as part of the Competition is deemed to be acceptance of these Terms.
2. This Competition is being conducted by The Big Issue (ABN 61 071 598 439), 227 Collins Street, Wales Corner, Melbourne VIC 3001 (**TBI**).
3. The Competition will be open from 12.01am Australian Eastern Standard Time (**AEST**) on 1 July 2016 and will conclude at 11.59PM AEST on 28 November 2016(**Competition Period**).
4. Entry is open to undergraduate students enrolled at the CQ University, University of Melbourne, Swinburne University, Deakin University, Latrobe University, Monash University, RMIT University, Murdoch University, the University of Sydney, the University of Western Australia, Victoria University or other registered Universities as updated on the competition website thebigidea.org.au from time to time (**Eligible Entrants**).
5. Entry is open to postgraduate students enrolled at the CQ University, Deakin University, University of Melbourne, RMIT University, the University of Sydney, or other registered Universities as updated on the competition website thebigidea.org.au from time to time (**Eligible Entrants**).
6. Employees, directors and management of TBI, its related companies and agencies and any companies associated with this Competition, including their immediate families are ineligible to enter. By entering this Competition you represent that you are eligible to enter.

HOW TO ENTER

7. To enter and be eligible to win, Eligible Entrants must, during the Competition Period:
 - (a) complete the official submission coversheet available for download from the student section of the competition website www.thebigidea.org.au (**Entry Form**) providing all details required; and
 - (b) submit a written plan and business brief setting out the concept of the program and business plan for the enterprise as described in the student section on the competition website www.thebigidea.org.au; and
 - (c) submit the social enterprise or social business plan and concept to the Eligible Entrant's university representative in the first week of October 2016. It is the responsibility of the Eligible Entrant to confirm with the Eligible Entrant's university representative as to the exact submission due date and university specific submission requirements; and
 - (d) comply with the conditions set out in paragraphs 9 to 457 of these Terms
(an **Eligible Entry**).

8. Any entries that do not comply with these terms and conditions will not be an Eligible Entry.

ENTRY TERMS

9. Eligible Entrants will work in teams of no more than 6 people. All members of one team need to be wholly made up of either postgraduate or undergraduate students. (**Teams**).
10. Each Team may submit only one Eligible Entry during the Competition Period.
11. By entering the Competition, Eligible Entrants represent and warrant that:
 - (a) their entry is original and they own the entry and have the right to license copyright ownership and other intellectual property rights in the entry to TBI;
 - (b) their entry does not contravene any law or infringe the rights (including the privacy rights, copyright or other intellectual property rights) of any person; and
 - (c) their entry does not contain content which is (and their conduct in creating the content was not), illegal, contrary to any laws, indecent, obscene, threatening, discriminatory, in breach of any confidence, defamatory, or otherwise offensive or objectionable in any way.
12. Each Finalist grants to TBI an opportunity to agree to use, reproduce, publish, store, modify, adapt, create derivative works from and communicate to the public all intellectual property in and all confidential information related to the Eligible Entry in any media (including media not in existence at the date this Competition commences and including social media) for a period of 24 months from the date of the Awards Event.
13. Each Eligible Entrant unconditionally and irrevocably:
 - a. consents to any act or omission that would otherwise infringe any of their moral rights in the Eligible Entry, including any use of the Eligible Entry by TBI which amends, modifies, deletes or replaces any part of the Eligible Entry and in any manner or which fails to attribute any portion of it to them;
 - b. waives all moral rights in the Eligible Entry that may arise outside Australia; and
 - c. agrees not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the Eligible Entry.
14. TBI acknowledges that the Competition offers a unique experience for students and TBI encourages students to make the most of the opportunity, including discussing their participation in the Competition. To the extent practical and feasible, Eligible Entrants should seek to preserve the confidentiality of their Eligible Entry. TBI acknowledges that Eligible Entrants may wish to discuss their participation in the Competition and their Eligible Entry with fellow students, university staff, friends and family. Eligible Entrants should seek to avoid, however, disclosing details of their Eligible Entry (as opposed to detail about their participation in the Competition, such as for example, whether they have enjoyed the Competition and found it useful) to the media and other third parties without first seeking the consent of TBI.

JUDGING AND PRIZES

15. Eligible Entry's received during the Competition from each university will initially be judged by a panel of representatives from their university (**University Judges**) in accordance with criteria set by their university.
 16. The University Judges from each university will select the top Team from that university (**Semi-Finalists**).
 17. TBI will review all Eligible Entry's and may select in accordance with the criteria set out in clause 21 any number of additional Eligible Entry's as wild card finalists (**Wild Card Finalists**).
 18. The Semi Finalists and Wild Card Finalists will be required to present their social enterprise plan and concept on a semi-final judging day mid November 2016 to a panel of judges (**The Big Idea Judges**) using webinar technology.
 19. The Big Idea Judges will select the top teams from the Semi-Finalists and Wild Card Finalists in accordance with the criteria set out in clause 20 (**National Finalists**).
 20. Eligible Entry's will be judged in the category of undergraduate or postgraduate, with a winner picked from both categories.
 21. Eligible entries will be judged by TBI and The Big Idea Judges on the following criteria:
 - (a) the originality and creativity of the Eligible Entry; and
 - (b) the development of a business plan for a social enterprise or social business which would meet the following requirements:
 - (i) operate as a not for profit organisation, seeking to generate a surplus for the purpose of reinvesting;
 - (ii) deliver an activity or function that creates social outcomes;
 - (iii) be financially sustainable in the mainstream marketplace and while seed (or start-up) funding may be sought initially, should be financially self-sufficient and funding or donations should not be relied upon;
 - (iv) generate direct and meaningful work opportunities if presenting an idea for a social enterprise (with low to no barrier of entry) for homeless, marginalised or disadvantaged people within the enterprise;
 - (v) be scalable with capacity to grow significantly and provide opportunities to a large number of disadvantaged people, even if it is small in its start-up; and
 - (vi) be a legally compliant enterprise, including meeting all relevant legislative requirements, for example, applicable award rates would be paid to all employees,
- (Judging Criteria)**
22. The Eligible Entry of the National Finalists across all universities will be judged again, in accordance with the Judging Criteria set out in paragraph 21, by making an oral presentation to a panel of The Big Idea Judges at a national judging day on 28 November 2016 to determine the overall national winning Team of the Competition (**Winners**).
23. TBI will provide each National Finalist with a complimentary ticket to attend the Awards Event, will acknowledge the achievement of each National Finalist at the Awards Event and provide them with the opportunity to network with other attendees at the Awards Event.

24. Each National Finalist is responsible for arranging at their cost all travel, accommodation and other costs necessary to enable them to attend the national judging day and Awards Event. For participants who are unable to travel to Melbourne, arrangements will be made to compete via a webinar.
25. This is a game of skill only and chance plays no part in determining the Finalists or the Winners.
26. Winners will be:
 - (a) announced at the Awards Event to be held in Melbourne 28 November 2016;
 - (b) notified by phone, email or mail within 5 days of being selected; and
 - (c) published on the website www.thebigidea.org.au.
27. The prize for the Winners will have two components:
 - a. The latest Apple iPad for each member of the Winners team;
 - b. A professional immersion day at TBI's head office in Melbourne, Victoria and PwC Australia's Melbourne office between January 2017 and March 2017 on a non-transferable date to be nominated by TBI which includes:
 - (A) providing each Winner with the opportunity to participate in a full day of experience at TBI's head office and PwC Australia's Melbourne office;
 - (B) return economy class flights (including all taxes and charges) from each Winning team member's nearest Australian capital city to Melbourne; and
 - (C) a single night of accommodation, of not less than 3 star rating up to the value of AU\$150 for each member of the Winning team; and
 - c. any other additional prize components as identified and advised in regular updates/communications with Universities and/or Eligible Entrants.

(Prize).
28. No extension of travel dates or variation to the itinerary will be permitted.
29. In order to claim and/or participate in the Prize, the Prize winners may be required to provide a release and indemnity in favour of TBI in respect of their acceptance and use of the Prize.
30. All costs associated or arising in connection with the Prize are the responsibility of the Winners. In particular, the following are not included as part of the Prize: transfers to and from the departure airport, meals, laundry services, telephone calls, insurances, spending money, extra activities and other ancillary costs, and these are the responsibility of the Winners. Winners may be required to present a credit card at time of accommodation check-in.
31. If a Winning team member's usual residential address is in Melbourne, then the flight and accommodation component of the Prize does not apply.

32. Taking the Prize is subject to the prevailing terms and conditions of any providers and in particular, health, behaviour, age and safety requirements. Any part of the Prize that is not taken for any reason is forfeited. No compensation will be payable if any member of the Winning team is unable to use any element of the Prize as stated for whatever reason, including participation in certain activities for health, behaviour or safety reasons.
33. In accepting and using the Prize, the Winners agree not to act or fail to act in a manner which brings or may in TBI's opinion bring TBI into disrepute, during the course of their participation in the Prize.
34. Acceptance and use of the Prize is subject to terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prize, including airlines and accommodation providers.

GENERAL

35. Incomplete, illegible, indecipherable or incorrect entries are invalid.
36. The judges' decision in relation to any aspect of this Competition is final and binding on each person who enters this Competition.
37. TBI collects personal information about entrants to include entrants in the Competition and where appropriate award the Prizes. If the personal information requested is not provided, the entrant cannot participate in the Competition. By participating in the Competition, each entrant consents to disclosing their personal information to TBI and TBI using, and disclosing their personal information to TBI's related entities, TBI's agencies and other third parties engaged to provide services in connection with the Competition for the purposes of contacting the entrant in relation to the Competition.

The entrant provides this consent until such a time as they withdraw their consent by giving notice to TBI. Entrants can also gain access to, update or correct any personal information held by TBI by contacting TBI by sending an email to bigidea@bigissue.org.au. All personal information will be stored at the office of TBI.

38. Eligible Entrants agree and acknowledge:
 - (a) they may be contacted by TBI (or an agent of TBI) to provide comments about the Competition and TBI (or an agent of TBI) may take photos or recordings of them, such as at the Awards Event;
 - (b) TBI may use any comments obtained from them, their name, and/or likeness and any photos or recordings taken of them (the **Materials**) for TBI's future promotional and marketing purposes without further reference or compensation to them; and
 - (c) TBI may duplicate, alter, adapt and utilise the Materials as TBI wishes at anytime, anywhere, and by any means (including communicating them to the public in any media, including media not in existence at the date this Competition commences and including social media). TBI may license, authorise or otherwise transfer the rights in the Materials to others to do the same.
39. The Prize is not transferable and cannot be exchanged for cash. All tax liabilities and other costs associated with the Prize are the responsibility of the Winners.
40. If TBI is unable to contact any National Finalist to claim fulfilment of the Prize within 30 (thirty) days of the Judging Date, that National Finalist will forego the Prize in its entirety.

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41. In the event that TBI is unable to supply a component of the Prize, TBI reserves the right to supply an alternative prize that TBI considers to be of similar value.
42. TBI reserves the right in its sole discretion to disqualify any individual who TBI has reason to believe has breached any of these Terms. TBI is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a participant's or any other person's computer related to participation in this Competition and problems with transmission of entries and / or emails over the internet, acts in violation of these terms and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
43. Winners must, at TBI's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Competition and / or at the Awards Event, free of charge.
44. TBI will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained in connection with this Competition or as a result of accepting the Prize or attending the Awards Event, except for any liability which cannot be excluded by law.
45. Each entrant acknowledges and agrees that it is a condition of participation in the Competition that the entrant be capable of agreeing to these Terms and giving the consents contained in them.
46. If, for any reason, the Competition is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of TBI, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, TBI reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Competition.
47. Apple is not a participant in or sponsor of this promotion. Apple and iPad are trademarks of Apple Inc., registered in the U.S. and other countries.