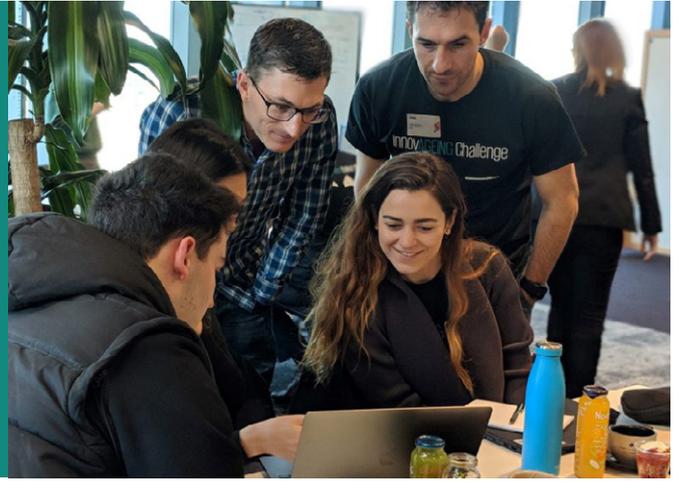


innovAGEING National Challenge



Terms and Conditions

1. The *innovAGEING* Challenge is the initiative and responsibility of Aged & Community Care Providers Association Ltd (ACCPA). It is co-hosted by KPMG, the Commonwealth Bank, and *innovAGEING* (Co-Hosts). The Challenge is void where prohibited by law, and outside Australian jurisdiction.

By participating, you agree to these terms and conditions.

There is no entry fee.

The Challenge is comprised of:

- An ideation and a business plan workshop on 24 October 2022.
- A panel discussion on the age services sector on 24 October 2022.
- A hackathon in Sydney on 25 October 2022.

2. Who Is Eligible?

The Hackathon is open to individuals who are:

- At least eighteen years old.
- Australian residents and living in Australia
- Who have formally registered via the provided registration platform.

Participation in the Challenge constitutes Participant's full and unconditional agreement and acceptance of these Terms and Conditions ("**Terms**"). The term "you" refers to you and team members registered as, the "**Participant**".

Employees of Co-Host organisations and its respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, including individuals providing services to Co-Hosts are not eligible to participate in the Challenge.

Immediate family members and persons living in the same household of above-mentioned excluded organisations, are not eligible to participate in the Challenge.

The Challenge is open to a maximum of 10 teams (40 people).

3. What Is Involved in Participation?

You can participate as a team of 2 to 4 people with the following criteria:

- Switching teams is not allowed.
- Participants cannot be in more than one team.
- Teams can only submit one project entry.

Commonwealth Bank and KPMG Australia may make available staff to assist teams on innovation and technology related matters at their respective sole discretion.

The Co-Hosts are not responsible for, and will not assist in resolving, any disputes between team members.

You must make and pay for your own travel and accommodation arrangements and all associated costs and expenses. The Co-Hosts have no responsibility or liability for your costs and expenses in participating in the Challenge.

Due to unforeseen circumstances regarding COVID, Co-Hosts reserve the right to change event dates, or cancel the Challenge.

You, as a Participant will be required to do the following:

- Take part in the full Challenge program on 24 and 25 October 2022.
- Design an innovative aged care service or product.
- A team may only submit one entry.
- Incomplete entries or entries that do not comply with the Challenge criteria may be disqualified.
- Each team must supply their own laptop(s) to participate.

4. How Are Entries Scored?

A panel of 3 persons with relevant expertise will judge the entries according to the following criteria:

- Has the entry identified a new concept of ageing? (15 points)
- To what extent has the entry identified and meets consumer demands? (25 points)
- How commercially practical and viable is the entry in addressing its identified problem? (30 points)
- How original and creative is the entry? (10 Points)
- To what extent has the entry exhibited strategic thinking? (20 points)

The above criteria will be applied for the hackathon—where the entry with the highest overall score (out of 100 points) will win.

The judges' decision is final. In the event of a tie, judges will deliberate to determine the winner.

At the hackathon, each Participant or team must be available during the judging period to demonstrate the Participant's or team's entry. Judging will be:

- Conducted in a 'science fair' format.
- Judges may inspect entries at any time during the judging period.
- The top five scoring entries will demonstrate their entry to all Participants and the judges.

If a judge or Participant identifies to the Co-Hosts a conflict of interest, that judge will not judge the entry with the conflict.

Each entry must be the team's own creation and developed during the Challenge, and it must not have been entered in any other competition or program similar and prior to the Challenge.

Entries may be subject to a due diligence review at any time for eligibility and compliance with these Terms. Determination of eligibility and compliance is at the sole discretion of the

Co-Hosts. The Co-Hosts reserve the right to disqualify any entry if the entry or a Participant or a Participant's team does not comply with these Terms.

5. What are the Intellectual Property Considerations?

The Participants and teams represents and warrants that their entries are original and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party's patents, copyrights or trademarks.

The Co-Hosts will not claim the intellectual property or proprietary rights to the entries, but may include in communications and media, in whole or in part, any entry, in any manner without further compensation during and after the Challenge.

All Participants acknowledge and agree that the Co-Hosts or other Participants or third parties may have developed or commissioned works which are similar to the Participant's team entry, or may develop something similar in the future, and each Participant waives any claims that the Participant may have resulting from any similarities to the entry of Participant's team.

6. What Are the Prizes and Awards?

Prizes from the Commonwealth Bank will be awarded to the top three scoring entries:

- 1st Place \$2,000
- 2nd Place \$1,000
- 3rd Place \$500

Terms to Challenge prizes and awards include the following:

- No other cash or substitute prizes are permitted.
- The Co-Hosts will not replace stolen or lost prizes and awards.
- Winners are responsible for any taxes that may apply to cash prizes.
- Winners will be announced on the day of the hackathon.

7. Will There Be Publicity?

By taking part in the Challenge, Participants consent to the use of their name, photo and/or likeness, biographical information, entry and statements attributed to Participant (if true) for advertising and promotional purposes, including without limitation, inclusion in the Co-Hosts' newsletters, website, and any of the Co-Hosts' social media accounts or outlets without additional compensation.

8. Indemnity

You agree to release, indemnify and defend and hold Co-Hosts and other organisations related to the Challenge harmless from all claims, damages, injuries, expenses, losses to person (or property, business, data, profits), and/or liabilities of any nature (without limitation) that may arise from participation in the Challenge, or acceptance or use of prize monies.

9. General

The Co-Hosts reserve the right, as their sole discretion to:

- Cancel, modify, or suspend the Challenge as it sees fit without liability to the Participants; and/or
- Disqualify any Participant or team as it sees fit.

The Terms are governed by the law of New South Wales, without reference to rules governing choice of laws. The Co-Hosts' failure to enforce any of these Terms shall not constitute a waiver of that provision.

10. Should they be a Winner, Entrants consent to publication of their name in accordance with these Terms.
11. Any entry not complying with these Terms is invalid. Errors and omissions may be accepted at the Commonwealth Bank and KPMG Australia's sole discretion.
12. The Promoter's decision is final in relation to all aspects of the Challenge and no correspondence will be entered into.
13. Winners of the prize accept the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from their prize. Beneficiaries of the prize should seek advice from their own taxation adviser or independent financial adviser.
14. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Entrant whom the Promoter has reason to believe has breached any of these Terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Challenge. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
15. If for any reason this Challenge is not capable of running as planned (including, but not limited to, infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge), the Promoter may take any action that may be available including cancelling, terminating, modifying or suspending the Challenge.
16. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

17. Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these terms; (e) any tax liability incurred by a beneficiary of a Prize (including an Entrant and the Prize Recipient); (f) use/taking of the Prize (g) the Promotion.

19. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions.

20. The Promoter will use and handle your personal information as set out in its Privacy Policy, which can be viewed at www.commbank.com.au or obtained from a branch. The Privacy Policy set outs how you may access, update or correct your personal information, change your direct marketing preferences or make a privacy complaint.

21. You may contact the Promoter via the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, by calling 13 2221 or by visiting any branch.

Definitions:

Promoter: Commonwealth Bank

innovAGEING initiative challenge responsibility:
Aged & Community Care Providers Association Ltd

Co-Hosts: Commonwealth Bank, KPMG and Aged & Community Care Providers Association will support the agenda activities