Terms & Conditions

- 1. Information on how to enter and prizes form part of these terms and conditions.
- 2. Any entry that is incomplete, indecipherable, ineligible or does not comply with these terms and conditions is invalid.
- 3. Participation/entry in this competition is deemed acceptance of these terms and conditions.
- 4. The competition is a game of skill and chance plays no part in determining the prize winners.

The Promoter

5. The promoter is AMP Financial Planning Pty Limited ABN 89 051 208 327 of 50 Bridge Street, Sydney NSW 2000 who (**Promoter**) is part of the AMP group of companies (**AMP**). The Promoter means the Promotor or any of its related bodies corporate.

Eligibility

- 6. Entry is open to students who are currently enrolled in a university level undergraduate or postgraduate course or qualification with a university or an equivalent tertiary institution in Australia (**Eligible Person**). Subject to the Terms and Conditions set out below, any Eligible Person will be eligible to enter the competition.
- 7. Direct employees of the Promoter, as well as their immediate families are ineligible to enter. Immediate family means spouse, de-facto partner, parent, sibling or child.
- 8. Authorised Representatives and Representatives of any Australian Financial Services Licensee are ineligible to enter, regardless of when they are/were authorised.
- 9. Entry is limited to individuals or groups of up to three students per team (**Entrants**), who meet the eligibility criteria set out in these terms and conditions, the AMP University Challenge website www.ampuniversitychallenge.com.au (**Website**) and the information pack provided by the Promoter to Entrants.

How to enter

- 10. To enter, Entrants must register using the link provided on the Website and must submit a case study response within the relevant semester deadlines (semester dates are determined by AMP and communicated on the University Challenge website as/when available).
- 11. Entrants can only register in one semester, and can only submit an Entry in that same semester. Only one (1) Entry is permitted per Entrant (whether as an individual or team).
- 12. Only the Entrants submitting an Entry are allowed to work on the Entry. This means no assistance can be provided from persons including, but not limited to professors, academic advisers, graduate students, family, financial advisers or other students not in the participating team. Each Entry must be the sole work of the Entrants.
- 13. Commercially available financial planning software is not allowed to be used for the purposes of this competition.

14. Each Entrant agrees that the Entrant is responsible for the content of the material the Entrant submits, and by submitting these documents; the Entrant warrants that the Entrant is not infringing the intellectual property rights of any party, including any obligations of confidentiality the Entrant may owe. Each Entrant agrees to indemnify the Promoter and AMP for any loss it may suffer as a result of any breach of this warranty.

Promoter's rights with respect to entries and Entrants

- 15. Entrants who register in the first semester of a Challenge year and submit an Entry in the second semester of the Challenge year will be disqualified. Any subsequent Entry after the original Entry will also be disqualified.
- 16. The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer virus, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the competition, the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the competition.
- 17. The Promoter reserves the right, in its sole discretion, at any time, to
- a. verify the validity of the Entry and the identity of any Entrants (including an Entrant's name, age, email address, place of residence and status as a university student);
- b. disqualify any Entrant:
- i. for tampering with the Entry process, including but not limited to submitting multiple entries;
- ii. for submitting an Entry that is otherwise not in accordance with these terms and conditions;
- iii. for inappropriate discussion of an Entry;
- iv. for providing misleading or incorrect information including name, phone number and contact details on the Entry forms;
- v. for inappropriate responses in an Entry and/or questions.
- c. accept in its absolute discretion any Entry that contains errors or omissions.
- 18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Finalists

- 19. Entries will initially be judged by the Promoter and top performing Entries will be selected from all of the valid Entries received by the relevant semester deadlines of the competition. Entrants (either individuals or teams) who submitted the Entries selected by the Promoter become finalists.
- 20. Each Entry is equally and fairly considered in the judging process. The finalists are selected based on how well their Entry meets the pre-determined criteria (including but not limited to the presentation or structure, consideration of the client goals, personal and financial position, risk profile, and the recommended strategy).
- 21. The decisions of the judging panel are final and no appeals will be considered.

Finals Day

- 22. The AMP University Challenge Finals day date/s will be confirmed and communicated on the University Challenge Website as/when it becomes available
- 23. The Finals day location & format will be confirmed in the lead up to the event. Consideration will be given to Finalists practicalities when determining an appropriate location & format.
- 24. Finalists must be able to attend during these times on this date or they will be disqualified from the competition.
- 25. Academic advisers are invited to attend and observe the Finals day (at their own cost), however finalists are not allowed to seek or accept any assistance from their academic advisers. Academic advisers may support their finalists from the sidelines however they are not allowed to discuss the assessments, coach them or offer any kind of assistance that may be perceived as help with the Finals day competition.
- 26. All finalists, whether an individual or a team, must complete all assessments on Finals day and each team member of a finalist group must participate in at least one assessment individually on Finals day.
- 27. The winners will be announced on Finals day.
- 28. The decisions of the judging panel on Finals day is final and no appeals will be considered.

Prizes

- 29. The prizes on offer in a given year will be confirmed and communicated via the University Challenge website
- 30. Winner must advise the Promoter of one nominated address. Prizes will be delivered to the winners' nominated address in Australia. The winner(s) should allow at least 28 days from the date of the Finals day for the delivery of instructions on how to claim their prize.
- 31. Prizes are not transferable or exchangeable and cannot be taken as cash.
- 32. AMP is not responsible for the delivery, performance or any other circumstances associated with the prizes..

Entrant Obligations

- 33. Entrants are not allowed to approach and/or comment to the media on the AMP University Challenge, whether positive or negative.
- 34. Entrant's acknowledge and agree that by accepting a prize, they:
- a. agree to cooperate with the Promoter in regard to further promotion, marketing and for publicity purposes; and
- b. agree to assign all rights in any material submitted to the Promoter, including rights to use, reproduce, modify, adapt, exploit, publish and display the Entry and/or supporting material.
- 35. Finalists must not represent to third parties that their Entry or related material is endorsed or approved by AMP unless the finalist has written permission from AMP to do so. Finalists agree that this prohibition includes a prohibition on co-branding any material developed with any trade mark of AMP unless the finalist has the prior written permission of AMP.

Privacy and intellectual property

- 36. Entrants must acknowledge that they have read and understood the Privacy Collection Statement.
- 37. Entrants who make Finals day will be asked to consent to the Promoter using their name, likeness, image and/or voice (including, photograph(s) and video(s)) in any media for an unlimited period without any remuneration for the purpose of promoting this promotion (including any outcome).
- 38. It is a condition of accepting any prize that the winners acknowledge and agree that AMP acquires the Entry for use for its commercial purposes and agrees not to object to any such use on the basis of moral right and acknowledge that they are not entitled to any form of payment.
- 39. Each Entry becomes the property of AMP.
- 40. Ownership (including intellectual property rights) in all Entries are assigned to AMP upon submission and remain the property of AMP. As such, Entrants acknowledge that they do not have any rights (including copyright) in their Entry (whole or in part) and that AMP may reproduce, publish, distribute and use the Entry (whole or in part):
- a. in any and all media (including any articles, publications, materials or websites of AMP); and/or
- b. in the development of any products or services, that are now or in the future prepared or used by AMP. Entrants also voluntarily waive all moral rights they may have in their Entry (whole or in part). Alternatively, to the extent this is not possible, Entrants consent to AMP not identifying the entrant as the author of the Entry, making any changes (material or otherwise) to the Entry and using the Entry, whether changes have been made or not, in the manner contemplated in these terms and conditions.
- 41. All intellectual property rights, including copyright and know how in the information pack and other material supplied by the Promoter to Entrants for the purposes of the AMP University Challenge remains the property of AMP and cannot be reproduced or used outside of the AMP University Challenge without the prior written permission of the Promoter.

No liability of the Promoter

- 42. The AMP University Challenge is a competition only and is not run in conjunction with any course or curriculum of any University. The Promoter is not responsible for the use of the fact find document, case study and challenge guidelines, or any Entry being used as part of a University curriculum or as an assessment by a University.
- 43. Neither the Promoter nor AMP nor its officers, employees or agents are liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or inconsequential loss, or for personal injury or distress suffered or sustained in connection with:
- a. entry into the competition; or
- b. participation in the Finals day, including travel to and from the Finals day (where applicable), and any associated accommodation; or
- c. using the prize; or
- d. any University utilising the competition for its own purposes,
- except for any liability which cannot be excluded by law.

- 44. The types of liabilities contemplated by the paragraph directly above include, but are not limited to, technical difficulties, equipment malfunction, theft, unauthorised access, an Entry or prize claim which is late, lost, altered, damaged or misdirected due to an act or omission beyond the reasonable control of the Promoter or tax liability.
- 45. The AMP University Challenge does not constitute the provision of financial product advice; rather it is for educational purposes only.

Privacy Collection Statement

The information AMP Financial Planning Pty Ltd as the Promoter collects from you will be used to:

- Enter you into the competition and communicate with you about your entry
- Coordinate and arrange your participation in the 'Finals day' (where applicable)
- Contact you about employment opportunities in the AMP group.

If AMP Financial Planning Pty Ltd cannot collect your personal information, we will be unable to enter you into the competition. We will only collect your personal information directly from you, or from a person authorised by you.

We will share your personal information with:

- AMP group and third-party service providers which support the running of the competition. Service
 providers may be located outside of Australia, a list of countries where these service providers are
 located can be found in our privacy policy.
- AMP Services Pty Limited to record your personal information so that you can be contacted about employment opportunities in the AMP group. Your personal information will only be kept for up to 3 years.
- Courts, tribunals and disputes resolution bodies, government agencies, and other bodies we are required to provide information to under the law.

Our <u>privacy policy</u> provides more information about how you can access and update the information that we hold, and our processes for resolving privacy related enquiries and complaints.