

ENTRY TERMS & CONDITIONS

RMIT BUSINESS PLAN COMPETITION 2024

Please read these competition rules carefully. If you enter this competition, we will assume that you have read these rules and that you agree to them.

1) Name	RMIT BUSINESS PLAN COMPETITION 2024	
2) Promoter	The Business School under RMIT University Vietnam LLC (enterprise code 0302169193), with head office address at 702 Nguyen Van Linh, Tan Phong Ward, District 7, Ho Chi Minh City, Vietnam.	
3) Duration	Entries Open:	1 Sep 2024, Vietnam
	Entries Close:	10 Nov 2024, Vietnam
4) Sponsor/s	Mondelez International, Wartsila, VinAI and Buymed	
5) Qualifying Entrants	<ol style="list-style-type: none"> To qualify to enter the Competition you must be high school students (grade 10-12) currently studying in a Vietnam-located school (including Vietnamese and foreign students). Entrants must be at least 15 years old. If you are under 18 years old, you must have your parent’s or guardian’s consent to enter this Competition, & we may award any prizes to your legal guardian in our sole discretion. Students should form teams of 3 – 4 members and team members may come from different high schools. 	
6) Competition Entries	<ol style="list-style-type: none"> Only one entry per person per Competition is allowed (except where the Competition Notice states that more than one entry can be submitted) and any entrant who enters more than the permitted maximum will be disqualified. Where a winner has been selected and The Business School discovers or has reasonable grounds to believe the winner has made more than one Entry, The Business School reserves the right to select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules. Only one entry per person will be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this term by, for example, the use of ‘brute force’, ‘script’ or any other automated means, that person/those e-mail addresses will be disqualified and any prize award will be void. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry. Entrants should note that unless stated otherwise, The Business School does not accept responsibility for the return of any Entries, including those consisting of artistic or other material. 	
7) Entry method	<ol style="list-style-type: none"> Preliminary Round: 	

	<p>Teams should submit their business proposal (in English) and a not more than 2-minute video (in English) to showcase their ideas and projects to RBPC@rmit.edu.vn before 23:59 on 13 October 2024.</p> <p>2. Finalist The five best teams shall proceed into the Final Round. The 10 best videos will be published on the fan page for People’s Choice Award.</p> <p>3. Final Round The selected five teams will present their projects (in English) to the judges, and the best team will be the winner of RMIT Business Plan Competition 2024.</p>
8) Prizes	<p>Grand Prizes</p> <ol style="list-style-type: none"> 1. First Prize: VND 50,000,000 2. Second Prize: VND 30,000,000 3. Third Prize: VND 20,000,000 4. Encouragement Prize (2): VND 10,000,000 <p>Special Awards:</p> <ol style="list-style-type: none"> 1. People’s Choice: VND 5,000,000 2. Top Achieving High schools: <ul style="list-style-type: none"> • VND 15,000,000 • VND 10,000,000 • VND 5,000,000
9) Travel for Finalists	<p>As part of our sponsorship, RBPC 2024 will cover the following expenses for non-Saigon based students:</p> <ul style="list-style-type: none"> • Round-trip air ticket • One-night accommodation in HCMC (9-10 November 2024) <p>Please take note of the following details:</p> <ul style="list-style-type: none"> • Transportation (taxi fee) and other expenses will not be funded. • If you are in the same team and of the same gender, you will share a room with each other.

1 This Competition

- 1.1 These terms and conditions together with any specific rules set out in Competition Notices (as defined above) are the Competition Term (“Terms”), together to be defined as the “Competition”, unless otherwise expressly stated. By entering into a Competition, entrants agree to be bound by these Terms.
- 1.2 The Competition(s) is organised and operated by The Business School, RMIT Vietnam (its sponsor(s) or any company, RMIT Vietnam Tourism & Hospitality Club or website owned or controlled (directly or indirectly) (“us”, “we”, “our” “The Business School”).
- 1.3 We reserve the right to cancel or amend the Competition, the Competition Notice or these Terms at any time without prior notice. Any changes will be posted either within a Competition Notice or these Terms.
- 1.4 In the event of any dispute regarding conduct, results and all other matters relating to a Competition, our decision will be final and no correspondence or discussion shall be

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- entered into.
- 1.5 Employees of The Business School, members of RMIT Vietnam Tourism & Hospitality Club or any company involved in the Competition or, if relevant, any advertising agency connected with us, or any such person's subsidiary or associated companies, agents or members of their families or households, are not eligible to enter the Competition. We reserve the right to verify the eligibility of all entrants.
 - 1.6 By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.
 - 1.7 We assume that by using our site and entering the Competition (and you warrant that) either you have legal capacity to enter the Competition and agree to the Terms (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and use of these Terms.
 - 1.8 We reserve the right to disqualify any entrant if we have reasonable grounds to believe the entrant has significantly breached any of these terms and conditions.
 - 1.9 In the event that any entrant is disqualified from the Competition, in our sole discretion we may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Terms.
 - 1.10 By agreeing to the Competition Terms and Conditions, you confirm and warrant that, to the best of your knowledge, you have no medical condition that could be adversely affected by any of the events or activities planned or reasonably expected to be involved in the Competition. You must notify The Business School of any medical or other condition which may mean that you are unfit for travel or participation in the Competition as soon as you become aware of such a condition.
 - 1.11 In consideration of us agreeing to consider entrants to the Competition, each entrant hereby assigns to us the complete copyright and all other rights in any entry, which shall be for the full period of copyright. We shall be free to assign such rights to third parties.
 - 1.12 You hereby warrant that the information that you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything, which is libellous, defamatory, obscene, indecent, harassing or threatening and shall indemnify The Business School for any loss, damage or liability arising in connection therewith. If relevant, we reserve the right, but not the obligation (and without limiting our rights under your warranty and indemnity above), to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.
 - 1.13 You must take all reasonable steps to ensure your own health and safety. Any behaviour or act or conduct by you (including without limitation any abusive behaviour, physical or psychological or cyber bullying) which The Business School considers posing any medical, security or safety risk may lead to your immediate disqualification.
 - 1.14 You are obliged to take all reasonable steps to ensure the safety standards and the general appropriateness of activities undertaken during the Competition and acknowledge that all activities are undertaken at your own risk. The Business School reserve the right to forfeit your place on the Competition or the Prize (without liability or compensation) if, in its reasonable opinion, you may expose yourself or others to risk of illness or injury or to the cancellation, disruption, or curtailment of the Competition.
 - 1.15 You agree not to carry on with your person (or in your possession or control) or to purchase

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or consume during the Competition any illegal substance.

- 1.16 Only one entry per area of focus is allowed. Incomplete or indecipherable entries will be void (in The Business School's absolute discretion).
- 1.17 Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry. There is no purchase requirement to enter a Competition.
- 1.18 Entrants should note that unless stated otherwise by us, we do not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material, and may dispose of entries at our discretion on reasonable reasons.
- 1.19 The address and mobile number you provide with your competition entry ("Entry") may be used to send any prizes so please make sure this is correct.

2 Prizes

- 2.1 In all matters, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.
- 2.2 Prizes are non-transferable and there is no cash alternative. The Business School reserves the right to substitute prizes of equal or greater value at any time.
- 2.3 Prizes are awarded at the discretion of The Business School and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.
- 2.4 Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. The Business School reserves the right to request written proof of the age of any winner.
- 2.5 All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner. The prize will not be transferable to another person.
- 2.6 We may refuse to allow a winner to take part in any part of a Prize if we determine in our discretion that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that a winner may be required to sign a legal release as determined by us in our discretion prior to receiving the Prize. Prizes are not transferrable.
- 2.7 If any winner does not take or claim a Prize in the time specified by us at the time of notification, they forfeit the Prize & we are not obliged to substitute the Prize. If any part of a Prize is unavailable, we may make a substitution of equal or greater value. No part of a Prize is exchangeable or redeemable for cash or any other prize by a winner. Any ancillary costs associated with redeeming or taking the Prize are not included. Any unused component or part of a Prize will not be awarded in cash.
- 2.8 If there is a dispute about the conduct of the Competition (including the identity of a winner) the decision of RMIT Vietnam is final & binding on each entrant & no correspondence will be entered into.
- 2.9 If a Prize is provided by a third party (e.g. an event, travel, a voucher), it is subject to the terms & conditions of the third party, which prevail over these Terms to the extent of any inconsistency. We accept no responsibility or liability for any delay or failure by the third party to deliver the Prize, or otherwise concerning the Prize itself.

3 Privacy

- 3.1 We will deal with all personally identifying information you provide to us in accordance with [our Privacy Policy](#). By entering this Competition, you agree to the terms of our Privacy Policy, including any changes/updates to the Privacy Policy that are notified to you in accordance with the Privacy Policy. In addition to collecting, processing, storing & using

your personal information in accordance with our Privacy Policy, we will also subscribe you to receive relevant communications from us when you enter the Competition. You can opt out of these by emailing us & asking to be removed or to use any applicable unsubscribe function.

- 3.2 Any personal data relating to entrants will not be disclosed to a third party without the individual's consent. Data relating to entrants will be retained by The Business School for a reasonable period after the Competition closes to assist The Business School to operate competitions in a consistent manner and to deal with any queries on the Competition.
- 3.3 By entering this Competition, you consent to us using & publishing (and authorising others to use & publish) each winner's name, character, likeness, image, voice or anything else that identifies them for the purposes of marketing or promoting RMIT Vietnam, including for future similar competitions.

4 IP

- 4.1 **Intellectual Property (or IP)** includes all rights in respect of copyright and related rights, designs, circuit layouts, trademarks, trade secrets, know-how, moral rights, confidential information, patents, inventions, discoveries & domain names.
- 4.2 With the exception of non-assignable or non-licensable moral rights & similar personal rights which by law are non-assignable or non-licensable, when you submit your Entry, you grant us a world-wide, non-exclusive, perpetual, royalty-free, sublicensable, unconditional, assignable licence to all rights, title & interests in & to the Intellectual Property in your Entry, and we may use the IP in your Entry in any way, including to reproduce, publish, communicate, edit, adapt, alter and commercialise it. This is the case even if you don't receive a Prize. You hereby further waive and agree not to enforce any and all moral rights to the fullest extent permitted by law in respect of your Entry.
- 4.3 You promise your Entry is based on your original ideas & that you have not copied anything from any third party. Your Entry must not be based on, or substantially reproduce: any other entry or idea which you have previously submitted in another competition, promotion, tender process, request for funding, application, assignment, exam or other assessment process for any educational institution; or anything which you have developed in the course of your employment. Your Entry must not infringe any third-party IP rights or contain confidential information which you do not have the right to include. You agree that we may communicate, publish, display & perform any part of your Entry (including IP) in any media, for any of our purposes, to the permitted extent of laws.
- 4.4 If your Entry depicts another person, you need to have their permission before you submit the Entry, & you confirm they agree to have the Entry dealt with in accordance with these Terms, including the section on Privacy above. You (and anyone appearing in your Entry) consent to any act or omission that would otherwise infringe any moral rights and other infringement under the applicable intellectual property law.
- 4.5 If the Competition involves the publication of Entries or any Competition's material involving the entrant's photos, images on a website, we accept no responsibility or liability where an entrant's photos, images or other Entry are downloaded from the website by any persons, & for any matters after such download. We may, in our absolute discretion, edit, modify, delete, remove or take down any part of an Entry, or decline to publish any entry or portion of an entry for any reason whatsoever. We will not be liable for any Entries, to the extent permitted by law.

5 Acceptable behaviour

- 5.1 All RMIT Vietnam's [policies](#) as well as those otherwise published on our websites apply to your conduct during the Competition, including your activities on relevant social media.

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Depending on its nature, if you engage in behaviour which is not acceptable, we may give you a warning, or disqualify you. If the behaviour is captured by another university policy, you may also be dealt with under that policy.

- 5.2 We don't tolerate behaviour which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, bullying, trolling, illegal or violent. This includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, & unwelcome sexual attention.
- 5.3 You must not use the Competition to publish or send malicious content (eg. phishing, viruses) or spam (unsolicited commercial electronic communications). You may not use any sites related to the Competition for any unlawful purposes, fraud, or to conduct or promote illegal activities. Your Entry must not contain inappropriate, offensive or malicious material or code.

6 Liability & warranties

- 6.1 To the extent permitted by law, the Competition & associated services are provided on an "as is" basis, without any warranties, express or implied. Neither we nor our affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition. To the extent permitted by law, neither us nor our affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable (**loss**). You enter the Competition, accept or participate in any Prizes, & engage with us, our affiliates, & other participants & attendees, at your own risk.
- 6.2 Nothing in these Terms restricts, excludes or modifies, or purports to restrict, exclude or modify any statutory consumer rights under any applicable law, including the Law on Consumer Rights Protection No. 59/2010/QH12.
- 6.3 It is agreed and accepted by you that The Business School shall have no liability whatsoever in respect to competitions operated on behalf of third parties, eg. Sponsor.
- 6.4 You undertake not at any time to disclose, reveal, communicate or otherwise make public any confidential information relating to negligence, its business, personnel, servants, agents or officers to anyone.
- 6.5 Winners may be requested to take part in promotional activity, and we reserve the right to use the names of winners, their photographs and audio and/or visual recordings of them in any publicity.
- 6.6 There is no fee payable to you in respect of your involvement in the Competition.
- 6.7 If the Competition is conducted or promoted via a social media site or third-party media channel, you acknowledge that the competition is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

7 General

- 7.1 If you don't comply with these Terms, you may be disqualified. We reserve the right to add, withdraw, reschedule, vary or substitute Prizes.
- 7.2 We may cancel, stop, postpone or suspend the Competition at any time if an unforeseen incident occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Competition, or if the Competition is otherwise not able to be run as planned (including computer virus, communications network failure, bugs, tampering, unauthorised

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intervention, fraud, or other technical failure or withdrawal by a Sponsor). If the Competition is cancelled, suspended or stopped partway through, we may, but are not obliged to, require the judges to select a winning Entry from those submitted at or before the Competition is to be stopped. To the fullest extent permitted by law, we reserve the right to change these Terms, or otherwise modify the Competition, at any time in our sole discretion.

- 7.3 These Terms are governed by the laws of Vietnam. If any of these Terms are or become invalid, at our option, the relevant part is severed and doesn't affect the validity of the remaining parts. Neither of us, nor you, are (nor can you represent yourself to be) an employee, partner, agent or other representative of the other. A waiver must be in writing & signed. We don't waive a right if we fail to or delay exercising it. References to time are to the time in Ho Chi Minh City. References to the singular include the plural & vice versa.
- 7.4 We accept no responsibility for any tax implications & you must seek your own independent financial advice about the tax implications relating to the Prize or acceptance of the Prize.
- 7.5 We reserve the right to validate & check the authenticity of Entries & your details (including an identity & age). If you cannot provide suitable proof to validate your Entry, you will forfeit the Prize in whole. We're not responsible for unsuitable, lost, deleted, late or misdirected entries. We're not responsible for technical difficulties with the entry mechanism & we can't guarantee that the entry mechanism will be available at all times.
- 7.6 Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter & its agencies are final & conclusive as to the time of receipt. Once submitted, entries cannot be altered or deleted. Incomplete or illegible entries will be deemed invalid.
- 7.7 We may disqualify any Entrant who tampers with any Entry (or Competition process), or who submits an entry which is not in accordance with these Terms or who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair & proper conduct of the Competition.
- 7.8 These Terms are provided in English and Vietnamese languages. In the event of any inconsistency between the language versions, the Vietnamese version shall prevail in all respects.