Terms and Conditions – Spot Robot Competition

1. General

- a. By submitting an entry, the Entrant agrees to be bound by these Terms and Conditions.
- b. Please contact <u>hello@safetyculture.com</u> if you have any questions or would like further information.

2. Promoter

The promoter is SafetyCulture Pty Ltd (ABN 16 089 180 049) of Level 8, 210 George Street, Sydney, NSW, 2000 (SafetyCulture).

3. Eligibility and Entry Conditions

- a. The Entry Period starts at 12:00am on 7 October 2024 AEDT and ends at 11:59pm on 24 November 2024 AEDT (Entry Period).
- b. Entry into this competition is free and open to university students and professional engineers living in Australia or the United States of America (**Entrant**).
- c. Entrants must be over the age of eighteen.
- d. An Entrant may be one individual or a team of up to 5 members from the same university or workplace.
- e. Only one entry per Entrant is permitted.
- f. To submit an entry into this competition Entrants must complete the entry form found on the competition web page at http://www.safetyculture.com/spot-competition by:
 - i. selecting the option to enter into this competition and accept these Terms and Conditions;
 - ii. providing the required Entrant details;
 - iii. creating a 3 5 minute video pitch for how Spot Robot could be used to transform a workplace environment;
 - iv. making the video publicly available on YouTube or Vimeo; and
 - v. submitting a link to the video in the entry form.
- g. SafetyCulture may disqualify, or refuse to award a prize to, any Entrant that does not comply with these Terms and Conditions or is involved in any way in interfering or tampering with the conduct of this competition or provides false or misleading response/s or has otherwise engaged in any unlawful or improper conduct in connection with this competition.
- h. Any costs associated with accessing the website/application are the Entrant's responsibility and are dependent on the internet service provider used. All costs incurred by the prize winner must be borne by the prize winner, unless these costs are specified in the prize description provided.
- i. Employees of SafetyCulture and/or its related companies and/or any agencies associated with this competition are not eligible to participate in this draw or win a prize.

4. Judging and Notification

- a. SafetyCulture's decision is final, and no correspondence will be entered into, unless required by law.
- b. There will be 1 winner selected from eligible Entrants who have entered the competition within the Entry Period.
- c. The winner will be selected by a judging panel of SafetyCulture employees by 6 December 2024. This is a game of skill and submissions will be judged on the following criteria:
 - i. Innovation: How original and creative is the idea?
 - ii. Feasibility: Can the idea be realistically implemented?
 - iii. Impact: What potential does the idea have to transform the workplace?
 - iv. Presentation: How well was the concept communicated?
- d. The prize winner will be notified by email on 11 December 2024. If the prize winner has not responded to such email, accepting the prize by 11:59pm on 18 December 2024 AEDT, the prize will be awarded to the Entrant selected as runner up by the judging panel.

5. Prize

- a. The winner will win, if an Entrant in Australia, an Amazon gift card valued at \$5,000 AUD or if an Entrant in the United States of America, an Amazon gift card valued at \$3,500 USD. The gift voucher will be issued by the Amazon store in the winners' country of residence and will be subject to the applicable Amazon gift card terms and conditions. Where the Entrant is a team of more than one individual, a gift card will be issued to each of the team members valued at an equal percentage, together totalling the applicable \$5,000 AUD or \$3,500 USD amount. The gift card/s is valid for 3 years from the date it is issued to the winner.
- b. The winner's university or workplace listed on the entry form (**Recipient**) will win a Boston Dynamics Spot Robot. SafetyCulture will at its own cost, arrange delivery of the Spot Robot to the Recipient. Upon receipt of the Spot Robot, all title and risk associated with the Spot Robot will pass to the Recipient. The Spot Robot is provided on an "as is" basis and SafetyCulture does not make any representation or warranty (express or implied) in respect of the Spot Robot, including, without limitation, any implied warranty of merchantability, of fitness for a particular purpose or that the Spot Robot will be error or defect free. The Entrant acknowledges that the Spot Robot was purchased by SafetyCulture in January 2022 and is being provided by SafetyCulture and not directly from Boston Dynamics.
- c. In order for the Recipient to receive the Spot Robot, the Recipient must sign an End User License Agreement with Boston Dynamics and complete any other reasonable steps to facilitate the transfer of the Spot Robot, including, without limitation, execution of any transfer documentation.
- d. Unless otherwise specified, all prizes are non-transferable, non-refundable, nonexchangeable, non-replaceable and non-redeemable for cash. Prizes must be taken as offered and no modifications or exchanges will be possible.
- e. SafetyCulture reserves the right to vary the prize and/or these Terms and Conditions from time to time and will use its reasonable endeavours to notify you of any changes.

6. Publicity

The winner grants to SafetyCulture, its related bodies corporate, and other persons acting on SafetyCulture's behalf, an irrevocable, non-exclusive, royalty-free licence to use and publish the Entrant's name, likeness and other information (including photographs and quotes of the Entrant) in any media worldwide (including SafetyCulture's social media, website and marketing materials) for the purpose of promoting SafetyCulture and its services.

7. Liability

SafetyCulture is not liable for any loss, expense, damage or liability suffered or incurred by Entrants (including the winner) in connection with this competition.

8. Personal information

SafetyCulture collects personal information about Entrants in order to facilitate the competition. SafetyCulture uses and manages Entrants' personal information in accordance with its Privacy Policy, available at https://safetyculture.com/legal/privacy-policy/. By entering the competition, the Entrant consents to SafetyCulture using their personal information for future marketing and promotional purposes.

9. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of its courts.