



YAHOO "YAHOO ACADEMY" COMPETITION

Terms and Conditions

Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this competition (the "**Competition**") is deemed acceptance of these Terms and Conditions. The promoter of the Competition is Yahoo Ad Tech Australia Pty Ltd (ABN 51 656 436 172) of Level 4 West, 8 Central Ave, Eveleigh, NSW, 2015, Australia (the "**Promoter**" or "**Yahoo**").

1. WHO CAN ENTER OR BE NOMINATED?

1.1 A nominee must be a resident of Australia or Singapore who:

- (a) is over the age of 18;
- (b) currently works in a digital role within either a media agency or marketing team;
- (c) has more than one (1) year, and less than seven (7) years of experience in the media industry; and
- (d) who has not previously attended Yahoo Academy, Verizon Media Academy or Verizon Media's Brand Love Academy,

(an "**Eligible Nominee**").

1.2 Entries can be lodged either by the Eligible Nominee themselves in accordance with Clause 3 below, or an entry may be lodged on behalf of an Eligible Nominee by a resident of Australia or Singapore who:

- (a) is over the age of 18; and
- (b) is a relevant senior leader or manager of the relevant Eligible Nominee (meaning that such person has sufficient oversight and knowledge of the Eligible Nominee's career so as to be able to determine that the Eligible Nominee is a rising star in the field),

(a "**Nominator**"), in accordance with Clause 4 below.

1.3 Employees (and their immediate families) of the Promoter, and the Promoter's affiliates (including Yahoo group of companies), and agencies directly associated with this competition are ineligible to enter or be nominated. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister, or first cousin.

2. COMPETITION PERIOD

2.1 The Competition commences on Monday 4 March 2024 at 08:00 am (AEDT) and concludes on Friday 22 March 2024 at 11:59 pm (AEDT) (the "**Competition Period**"). The Promoter may extend the Competition Period in its discretion provided that the Competition Period will not be extended beyond 29 March 2024.

3. HOW ELIGIBLE NOMINEES CAN SELF NOMINATE

3.1 In order to self-nominate an Eligible Nominee must:

- (a) visit the website located at <http://yahooacademy2024.splashthat.com> and identify that they are self-nominating;
- (b) register their business contact details including their name, title, agency/company, business email address and total number of years experience in the media industry;
- (c) seek and obtain the consent of a person with the same qualifications as a Nominator (as set out above) to support the Eligible Nominee's entry (a "**Nomination Supporter**") which must include:

- (i) consent of the Nomination Supporter to the disclosure of relevant personal information to the Promoter; and
- (ii) consent of the Nomination Supporter to being contacted by the Promoter; in connection with the Eligible Nominee's entry;
- (d) register the Nomination Supporter's business contact details including providing the name of the Nomination Supporter, their title, agency/company, business email address, business contact number and any other relevant details; and
- (e) answer the following question in 150 words or less:

**“Why are you a Rising Star
and why should you attend Yahoo Academy?”**

Answers will be judged with reference to the following criteria and inclusion:

- (i) career highlights and personal achievements that demonstrate the Eligible Nominee's potential leadership qualities;
- (ii) noteworthy campaigns the Eligible Nominee has worked on (including details of their contribution); and
- (iii) examples of the Eligible Nominee's participation within the agency/company and industry (for example, governing bodies, charities, and events).

3.2 The entry must be:

- a) the original, independent creation of the Eligible Nominee that has not previously been published in any form in any country in the world;
- b) factually correct and not misleading; and
- c) free from any claims, including copyright or trademark claims by other parties.

3.3 Entries that are found to be incorrect or misleading, or which have been derived from another person's work in any country in the world will be considered invalid and, if the Eligible Nominee is deemed a Winner, the Prize will be forfeited. Eligible Nominees and Nomination Supporters may be required to sign a statutory declaration regarding the accuracy of the information they provide in connection with the nomination. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions.

3.4 Eligible Nominees may only enter the competition once. Multiple entries will not be accepted. In the event multiple entries are placed, the first entry completed via online entry will be deemed the entry to be judged.

4. HOW NOMINATORS CAN NOMINATE AN ELIGIBLE NOMINEE

4.1 In order to nominate an Eligible Nominee the Nominator must:

- (a) visit the website located at <http://yahooacademy2024.splashthat.com>, and identify that they are nominating an Eligible Nominee;
- (b) register their business contact details including their name, title, agency/company and business email address;
- (c) seek and obtain the Eligible Nominee's consent to nomination, including consent to the disclosure of their personal information to the Promoter and their consent to being contacted by the Promoter in connection with the Competition;
- (d) register the Eligible Nominee's business contact details including providing the name of the Eligible Nominee, their title, agency/company, business email address, business contact number and total number of years experience in the media industry; and
- (e) answer the following question in 150 words or less:

**“Why is the person you're nominating a Rising Star and
why should they attend Yahoo Academy?”**

Answers will be judged with reference to the following criteria and inclusion:

- (i) career highlights and personal achievements that demonstrate the Eligible Nominee's potential leadership qualities;
- (ii) noteworthy campaigns the Eligible Nominee has worked on (including details of their contribution); and
- (iii) examples of the Eligible Nominee's participation within the agency/company and industry (for example, governing bodies, charities, and events).

4.2 The entry must be:

- a) the original, independent creation of the Nominator that has not previously been published in any form in any country in the world;
- b) factually correct and not misleading; and
- c) free from any claims, including copyright or trademark claims by other parties.

4.3 Entries that are found to be incorrect or misleading, or which have been derived from another person's work in any country in the world will be considered invalid and, if the Nominator's relevant Eligible Nominee is deemed a Winner, the Prize will be forfeited. Nominators of Winners may be required to sign a statutory declaration regarding the originality and factual accuracy of the entry. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions.

4.4 Nominators may nominate as many Eligible Nominees as they wish, however a Nominator may nominate each Eligible Nominee once only. In the event multiple entries are placed for an Eligible Nominees, the first entry completed via online entry will be deemed the entry to be judged.

5. RULES IN RELATION TO ENTRIES

5.1 The time of entry will be the time at which the completed online entry form is received by the Competition's online database. The person lodging the entry (whether a Nominator or an Eligible Nominee) will be presented with a confirmation page once the completed email entry is submitted. If the confirmation page is not presented the Nominator or Eligible Nominee should contact the Promoter to ensure the entry has been received. Entries received outside of the Competition Period may be deemed invalid (in the Promoter's discretion) and ineligible to enter the Competition. The Promoter shall not be responsible for any entries that are sent but not received by the Promoter for any reason.

5.2 Entry details and any intellectual property subsisting in the entries become and remain the property of the Promoter and will not be returned to the Nominator.

5.3 The Promoter reserves the right, at any time, to verify the validity of the entries and the details of the Eligible Nominees (including an Eligible Nominee's identity, age, and place of employment) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached these Terms and Conditions, tampered with the entry process, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted in the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of such rights.

6. HOW TO WIN

6.1 All entries completed and submitted in accordance with these Terms and Conditions will be judged at the Promoter's office at Level 4 West, 8 Central Avenue Eveleigh, NSW, 2015 and will be judged no later than Friday, 5 April 2024 at 11:59pm (AEDT)(the "**Judging Date**").

6.2 The pool of valid entries will be judged on:

- (a) career highlights and personal achievements that demonstrate the Eligible Nominee's potential leadership qualities (50%);

- (b) noteworthy campaigns the Eligible Nominee has worked on (including details of their contribution) (25%); and
- (c) examples of the Eligible Nominee's participation within the agency/company and industry (for example, governing bodies, charities, and events) (25%),

6.3 Eligible Nominees with the thirty (30) highest scoring entries will be deemed the winners as follows:

- (a) the twenty-nine (29) highest scoring entries from Australia will be deemed winners; and
 - (b) the one (1) highest scoring entries from Singapore will be deemed winners,
- (each a "Winner").

6.4 This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winners.

6.5 For the avoidance of doubt, Eligible Nominees will be winners of the Prize, and not the Nominators or Nomination Supporters.

6.6 The Winners will be notified by email no later than Friday 5 April 2024 (the "**Notification Date**"). An email advising the Winners of their Prize will be sent using the contact details provided in the entry. If the Winner was nominated by a Nominator the Nominator will be notified by email that the relevant Eligible Nominee has been declared a Winner.

6.7 The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.

6.8 The Promoter reserves the right to request that the Winners provide proof of age and/or identity and/or qualifications prior to awarding Prizes. Identification considered suitable for the verification is at the sole discretion of the Promoter.

6.9 It is a condition of accepting the Prize that the Winners may be required to sign a legal release or other form of agreement in a form determined by the Promoter in its absolute discretion. Failure to sign any such release or agreement may result in forfeiture of the Prize (in the Promoter's discretion).

6.10 If the Promoter is unable to contact a Winner within three (3) business days of the Notification Date, that Winner will forfeit the relevant Prize in its entirety and the Prize shall be awarded to the next runner up in the Competition. The Promoter will not be liable in any way to a Winner who does not respond to the Promoter's email or telephone contact attempts and therefore forfeits their Prize and no correspondence will be entered into.

6.11 It is a condition of accepting a Prize that the Winners must comply with all the conditions of use of the Prize and the Prize supplier's requirements (including terms and conditions of any airline or hotel). To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the prize supplier prevail.

6.12 The Promoter reserves the right to rejudge the Competition in the event that an Eligible Nominee, who was initially deemed to be the Winner, is unable to satisfy any of these Terms and Conditions.

7. PRIZE WINNERS

7.1 Winners will be provided with the opportunity to attend the Yahoo Academy 2024 (the "**Prize**").

7.2 Yahoo Academy will be held in Sydney, Australia on 14 & 15 May 2024.

7.3 Winners who are resident in New South Wales must arrange their own travel and accommodation to Yahoo Academy.

7.4 Winners who are residents of Australia but reside outside of New South Wales will be provided with return economy class flights and accommodation on the evenings of 14 and 15 May 2024. Winners who are a resident of Singapore will be provided with return economy class flights and accommodation on the evenings of 13, 14 and 15 May 2024. All inbound flights must be taken on 13 or 14 May 2024 (depending on location)

and all outbound flights on 15 May 2024 unless otherwise agreed with Yahoo ("**Winner Additional Benefits**").

- 7.5 Winners are solely responsible for complying with any Public Health Directions, obtaining any travel permits, visas or documents and travel insurance necessary to enable redemption of the Prize.
- 7.6 Each Winner agrees to comply with Yahoo's reasonable instructions in relation to the Winner's redemption of the Prize.
- 7.7 Winner Additional Benefits applicable to Winners are non-transferable and will not be paid in the event the Winner fails to redeem the Prize.
- 7.8 Total prize pool value is dependent on the location of the Winners. The maximum Prize value for Winners who reside in NSW is \$1,299 + GST. The maximum Prize value for Winners who reside in Australia but outside of NSW is AUD\$2,000 + GST. The maximum Prize value for Winners who reside in Singapore is AUD\$3,000 + GST. The foregoing values include the value of Winner Additional Benefits (if any). Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance of the Prize are the sole responsibility of the Winners.
- 7.9 Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.

8. Competition – Grant of Intellectual Property Rights

- 8.1 Each Winner agrees that they may be filmed and/or photographed at, or in connection with the Redemption of the Prize ("**Recordings**") and each Winner agrees that Yahoo and Yahoo's affiliates may use such Recordings worldwide in perpetuity, in connection with promotion and publicity of Yahoo Academy and/or Yahoo and its related bodies corporate and affiliates. To the extent a Winner may at any time own or control any rights in Recordings, the Winner hereby assigns all rights to Yahoo and Yahoo's affiliates worldwide and in perpetuity, including as a present assignment of future copyright. Winners consent to any act or omission of Yahoo or its affiliates or related bodies corporate (or their licensees or assigns) that would otherwise infringe the moral rights of any Winner.

9. NO LIABILITY

- 9.1 Any costs associated with entering this Competition or claiming Prizes (such as internet service charges) are the responsibility of the Nominator or the Eligible Nominee, as applicable.
- 9.2 Subject to any restrictions in law and subject to clause 9.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prizes.
- 9.3 The Promoter and its associated agencies and companies will take no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.
- 9.4 Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify any statutory guarantee that cannot be excluded, modified, or limited, including under the *Australian Consumer Law* (the "Non-excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees, and agents) excludes all liability (including negligence), for any personal injury, and any other loss or damage (including loss of opportunity), whether direct, indirect, special, or inconsequential, arising in any way out of this competition, including but not limited to in connection with:
 - (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 its 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 and Conditions;

- (e) any tax liability incurred by a Winner; or
- (f) taking/use of and/or participation in the Prize.

- 9.5 The Promoter and its affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 9.6 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any legal action that may be available, or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 9.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition.
- 9.8 Each entrant acknowledges the existence of the COVID-19 pandemic. Each entrant acknowledges that events in relation to the COVID-19 pandemic are fluid and outside of the control of the Promoter. If the Competition is unable to be conducted for any reason, or if any Prize cannot be redeemed for any reason, or if Yahoo Academy cannot be conducted for any reason relating to the COVID-19 pandemic, each entrant (and accordingly each Winner) agrees that the Promoter (or relevant third parties) will be entitled to cancel the Competition, the Prize, and/or Yahoo Academy immediately and without liability to any entrant (or Winner).

10. PRIVACY AND GOVERNING LAWS

- 10.1 By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition and the Yahoo Academy, in accordance with Yahoo Australia's Privacy Policy which is available at <https://legal.yahoo.com/au/en/yahoo/terms/otos/index.html> <https://legal.yahoo.com/au/en/yahoo/privacy/index.html> which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, make a complaint about the handing of your personal information and the manner in which the Promoter may disclose personal information overseas. Additionally, you agree that the Promoter will share the Winners' personal information with Prize suppliers for the purpose of fulfilling the Prize and you acknowledge that each prize supplier's use of such personal information will be subject to their own privacy policy, not the Promoter's. Entry into the Competition is conditional upon providing requested personal information. If you do not provide personal information when requested, you may not enter the Competition.
- 10.2 Only for participants residing in Singapore:
 - (1) In connection with the Singapore Personal Data Protection Act 2012, you agree that Yahoo may collect, use, process, disclose, and/or transfer your personal data for the purposes of fulfilling Yahoo's obligations under this contest, including but not limited to managing, administering the contest, verifying that you have performed the requirements of this contest, notifying you if you are one of the winners of the contest, distributing the prizes to you if you are one of the winners of the contest. In the event that you wish to withdraw your consent for the collection, use, processing, disclosing or transferring of your data, please email to sg-privacy@yahooinc.com, and Yahoo will response to you as soon as it can. Do note that if you withdraw your consent, you will not be able to take part in this competition as Yahoo will require your personal data in order for us to run the competition.
 - (2) Please refer to the Privacy Policy available at <https://legal.yahoo.com/sg/en/yahoo/privacy/index.html>

- 10.3 These terms and conditions and any dispute relating thereto or between you and us shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia. The Parties consent to the exclusive jurisdiction of the courts located in the State of New South Wales, Australia.