

Institution Agreement: The Woolmark Performance Challenge

This document sets out the terms for an eligible tertiary education or vocational education provider ('**Institution**') to register for the Woolmark Performance Challenge ('**Competition**') and includes the Institution Terms Summary and the Terms and Conditions (together, the '**Agreement**').

The Institution Terms Summary is an overview only and an Institution should read and understand the complete Agreement before participating in the Competition. To the extent of any inconsistency between the Institution Terms Summary and the Terms and Conditions, the Terms and Conditions will take precedence.

INSTITUTION TERMS SUMMARY			
1)	<p>Key Dates 2020-2021 <i>The Institution must register as a participating Institution within the below dates:</i></p>		
a)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Institution Registration opens: 9 October 2020</td> <td style="width: 50%;">Institution Registration closes: 2 April 2021</td> </tr> </table>	Institution Registration opens: 9 October 2020	Institution Registration closes: 2 April 2021
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2)	<p>Eligibility <i>The Institution must meet the following criteria to be eligible to register as a participating Institution. You must:</i></p>		
a)	Send an executed copy of this Agreement (by electronic means) to Gülay Gökbayrak; gulay.gokbayrak@wool.com; Buyukdere Cad. No: 199 Yan giris Ofis No: C2, 34394 Levent, Sisli, Istanbul.		
b)	Be recognised as a tertiary education or vocational training provider authorised by the relevant certifying authority within your jurisdiction.		
3)	<p>Prize: <i>A single Institution will be chosen by the project partners to receive the following prize, in recognition that their Institution has encouraged the highest number of quality entries by their students, judged at the Promotor's discretion:</i></p>		
a)	Cash prize of €10,000 .		
4)	<p>Agreement Renewal: <i>Upon execution of this Agreement by both parties, the Institution is eligible to participate in all future editions of the Competition, subject to written approval by email from a representative of the Promotor, and subject to any revised Key Dates and Agreement Terms.</i></p>		

TERMS AND CONDITIONS

OVERVIEW

1. The Competition is conducted by Woolmark International Pty Limited (Company No. 6378199) (acting for and on behalf of its related entities) ('**Promoter**'), which is a wholly owned subsidiary of Australian Wool Innovation Limited ('**AWI**') (ABN 12 095 165 558). The Promoter's registered office is New Wing, Somerset House, The Strand, London WC2R 1LA, England. Any rights of the Promoter are extended to its affiliates.
2. The Competition seeks to identify and reward an innovative and outstanding contribution to the wool industry by eligible students ('**Students**') who are enrolled at an eligible Institution.
3. To register for the Competition, the Institution must send an executed copy of this Agreement (by electronic means) to the email address provided in part 2 of the Institution Terms Summary ('**Registration**'). The Promoter reserves the right to request attachments evidencing the Institution's eligibility to register (in accordance with part 2 of the Institution Terms Summary) and if the Promoter exercises this right, the Institution's Registration will not be complete until the Promoter has received and verified this information.
4. Once the Institution has Registered for the Competition, its Students may register and submit an entry in the Competition ('**Entry**') in accordance with the Woolmark Performance Challenge Terms and Conditions available from the Promoter ('**Competition Terms and Conditions**').
5. The Institution's Registration and Student's Entry is free of charge. By Registering, Institutions agree to be bound by the terms of this Agreement and the Competition Terms and Conditions. Any Registration that is not in accordance with this Agreement and the Competition Terms and Conditions will not be valid and Entries of Students from that Institution will not be considered.
6. In this Agreement, unless the context otherwise requires, '**Intellectual Property Rights**' means all intellectual property rights, registered or unregistered, including the following rights:
 - a) patents, copyright, registered designs, trade marks, know-how, inventions and the right to have confidential information kept confidential; and
 - b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

INSTITUTION'S OBLIGATIONS

7. The Institution promises and warrants that:
 - 7.1 all details provided in its Registration are true and accurate;
 - 7.2 it has all necessary rights and licenses to grant the rights set out in the Agreement;
 - 7.3 if requested by the Promoter, it will verify and certify that a person who registers as being enrolled at the Institution is a Student of the Institution;
 - 7.4 if requested by the Promoter, it will provide details verifying that the Institution meets the eligibility criteria set out in part 2 of the Institution Terms Summary, including any unique identifier allocated to that Institution;
 - 7.5 the exercise of the rights granted to the Promoter in this Agreement will not infringe the rights of any third parties; and
 - 7.6 it will indemnify the Promoter against any loss of damage resulting from any breach of these warranties.

PROMOTOR OBLIGATIONS

8. The Promotor will provide the Institutions which have Registered for the Competition with the following promotional and educational material:
 - 8.1 a digital information pack with details on the Competition, the Promotor and Australian Merino wool; and
 - 8.2 instructions for Students of the Institution to register on the Competition website.
 - 8.3 access to the Competition website for academic staff at the Institution.
 - 8.4 a physical kit ('**Sample Kit**') showcasing Merino wool samples selected by the Promotor, to help educate and inspire Students' will be available for eligible institutions. If interested in receiving a Sample Kit, a registered member of Institution staff must lodge a request via www.woolmarkchallenge.com. Once registered, the Institution will only be eligible to receive a Sample Kit after five (5) Students from the Institution have registered on the Competition website. The number of Sample Kits available is limited to 100 and will be provided to the first 100 eligible Institutions to meet the eligibility requirements set out above. This provision is limited to one (1) kit per Institution. Therefore, if a kit has been provided to an Institution for a previous edition of the Competition, said institution will not be given another kit for the 2021 Competition. This is due to limits on the number of kits available.

LIMITATION OF LIABILITY

9. To the full extent permitted by law, the Promoter, its affiliates, representatives, agents or distributors will not in any circumstances be responsible or liable to compensate Institutions or Students, or accept any liability for:
 - 9.1 any incorrect or inaccurate information;
 - 9.2 any technical error that may occur in the course of the administration of this Competition;
 - 9.3 any error, omission, interruption, deletion, defect, loss or delay of any Registration or Entry or otherwise in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of an Institution's Registration or a Student's Entry or the running of the Competition; or
 - 9.4 any injury, damages, expenses, cost, liability or loss whatsoever (whether direct, indirect or consequential) to an Institution, a Student or any property as a result of any person registering, entering into the Competition or accepting or using any prize, including without limitation non-receipt or damage to any prize or any materials provided under these Terms.

These Terms do not exclude any rights that cannot be excluded (for example, any such rights under applicable consumer protection legislation), to the extent permitted by law, but these rights are limited to (at the Promoter's option):

- 9.5 in relation to goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and
- 9.6 in relation to services, re-supplying the services or paying the cost of having the services re-supplied.

DATA PROTECTION AND PRIVACY

10. The Promoter collects and holds personal information about Institutions and Students to include Institutions and Students in the Competition, administer the Competition and, where appropriate, award prizes. If the personal information requested is not provided, an Institution or Student will be ineligible to participate.

11. The Institution agrees that the Promoter may publish or cause to be published the Institution's name, photos and locality in any media globally, without compensation.
12. Institutions accept that personal information provided to the Promoter in accordance with these Terms will be held and used according to the Promoter's Privacy Policy available here at <https://www.wool.com/legal/privacy-policy/> and may be transferred to the Promoter's computer systems worldwide for the purposes of the Competition.

INTELLECTUAL PROPERTY & CONFIDENTIALITY

13. The parties acknowledge and agree that any Intellectual Property Rights in the Student's Entry (and any component of any Entry) or innovation will be dealt with in accordance with the Competition Terms and Conditions. For the avoidance of doubt, the parties agree and acknowledge that the Institution will not have any rights, title or interest in or to any Intellectual Property Rights in the Student's Entry (or any component of any Entry) or innovation.
14. In circumstances where the Student shares their Entry (and any component of any Entry) or innovation with the Institution, the Institution must keep the Student's Entry (and any component of any Entry) and innovation, confidential, and not disclose any information about the Entry or innovation to any third party, except as required by law or permitted by the Promoter or these Terms. This confidentiality obligation continues until the date that Category Winners' innovations are in the public domain, and does not apply to any information in the public domain (other than if due to a breach of these Competition Terms).

GENERAL

15. The Promoter may at its own discretion refuse Institutions the right to Register, refuse Students entry into the Competition or refuse to award any prize if the Institution or a Student fails to comply with these Terms, the law, or if, in the Promoter's opinion, the Institution's or a Student's involvement with the Competition may cause adverse publicity to the Promoter or the wool industry.
16. If for any reason the conduct or operation of the Competition is not capable of proceeding as planned, is interfered with, or disrupted in any way, the Promoter reserves the right to cancel, terminate, suspend, modify or recommence the Competition.
17. The Promoter reserves the right in its sole discretion to cancel, modify or suspend the Competition.
18. All decisions made by the Promoter regarding the Competition are final and the Promoter will not enter into any correspondence with the Institution or Students.
19. If any provision of these Terms is held to be illegal, invalid, void or otherwise unenforceable, it will be severed from the remaining provisions, which will continue in full force and effect.
20. This Agreement is governed by the laws of New South Wales, Australia and the Institution must submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

EXECUTED as an agreement.

Signed for and on behalf of Woolmark International Pty Limited Company (No. 6378199) by an authorised representative:

Signature of authorised representative

Name of signatory (print)

Signed for and on behalf of _____ by an authorised representative:

Signature of authorised representative

Name of signatory (print)