

Your Melbourne Agreement

1. Background

- a. BMW Group Australia is in the business of distributing, selling and servicing BMW branded motor vehicles and motorcycles and distributing, selling and servicing MINI branded motor vehicles in Australia.
- b. The Partners are in the business of educating University students across Australian campuses and online.
- c. The Partners have agreed to aid in the promotion and communication of a game of skill trade promotion (the **Promotion**) developed by BMW Group Australia to its University students scheduled to run during the period May to October 2022.
- d. BMW Group Australia will be the promoter of the Promotion and provide all prizes.
- e. BMW Group Australia and the Partners wish to enter into an agreement on the terms and conditions contained in this document (**Agreement**).

2. Particulars

- a. The parties to this agreement are listed in Item 1 and Item 2 of this clause 2.
- b. The parties agree to the following:

Item	Title	Description
1	BMW Group Australia	BMW Australia Limited (ABN: 11 004 675 129) of 783 Springvale Road, Mulgrave, Victoria 3170.
2	Partner	Royal Melbourne Institute of Technology (ABN: 49 781 030 034) of 124 La Trobe Street, Melbourne, Victoria, 3000.
3	Promotion dates	Promotion will run with an entry period of 16 of May 2022 to 16 of October 2022, and judging to take place between 16 of October 2022 and 28 of October 2022. Winners will be contact by 1 of November 2022 and announced to the public on 19 of November 2022.
4	Advertising	Advertising includes the following: <ul style="list-style-type: none">● PR: BMW Group Australia will partner with a sustainable publication to exclusively promote this competition.<ul style="list-style-type: none">○ Option for the Partners to provide a written statement or comment from a relevant spokesperson supporting the Promotion.● Partner promotions: The Partners will promote the Promotion to its students via various unpaid channels including but not limited to email communications, events and lectures.
5	BMW YourMelbourne 2022 Promotion Terms and Conditions	Each entrant's participation in the promotion will be governed by the BMW YourMelbourne 2022 Promotion Terms and Conditions (see Schedule 1).

3. BMW Group Australia's Obligations

BMW Group Australia will:

- a. Conduct and promote the Promotion;
- b. Advertise the Promotion in accordance with Item 4 of Clause 2;

- c. Provide the 'BMW YourMelbourne 2022 Promotion Terms and Conditions' (see Schedule 1) to all entrants prior to them entering the promotion; and
- d. Conduct the Promotion in accordance with all relevant legislation, including all applicable privacy laws.

4. Partner's Obligations

- a. In consideration for BMW Group Australia performing the obligations set out in clause 3 of this Agreement, the Partners will:
 - i. Advertise to the Promotion to its students as documented in Item 4 of clause 2.
 - ii. Nominate a university representative to be part of the judging panel.
 - iii. Where requested by BMW Group Australia, verify whether an entrant in the Promotion is an enrolled student of the Partner.

5. Term and termination of agreement

- a. This Agreement commences on 21 April 2022 and will terminate on the date which is six months after the completion of the Promotion and distribution of all Prizes (**Term**), unless terminated earlier by a party in accordance with this Agreement.
- b. BMW Group Australia may terminate this agreement by providing 5 days' written notice if the Promotion does not proceed for any reason.
- c. Either party may terminate this Agreement by giving the other 7 days' written notice:
 - i. If the other party breaches this Agreement and has not remedied that breach within 5 business days of receiving notice of the breach from the party requiring the breach to be remedied; or
 - ii. the other party goes into liquidation, has a receiver or manager, administrator or similar person appointed, enters into a scheme or arrangement with creditors or is unable to pay its debts as and when they fall due.
- d. Termination of this Agreement does not affect any accrued right or remedies of the parties as at the date of termination.

6. Intellectual Property

- a. The Partners grants BMW Group Australia a non-exclusive, royalty-free licence to use Partner images, logos and trademarks (Partner Intellectual Property) only for the purpose of the Promotion and the commitments in Item 4 of clause 2 (Advertising), and warrants that it owns or has the necessary rights to grant such a licence to BMW Group Australia. BMW Group Australia must obtain prior written approval for use of any Partner Intellectual Property to ensure compliance with the Partner's branding guidelines.
- b. BMW Group Australia grants the Partners a non-exclusive, royalty-free licence to use BMW Group Australia's images, logos and trademarks only for the purpose of the Promotion and its obligations under this Agreement and warrants that it owns or has the necessary rights to grant such a licence to the Partners.
- c. Other than the Partner Intellectual Property, copyright (including future copyright) in any material provided, performed or created by BMW Group Australia in promoting the Partners during the Term of this Agreement vests in and is owned by BMW Group Australia.

7. General provisions

- a. This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one Agreement.
- b. This Agreement constitutes the entire agreement and understanding of the parties in relation to the Promotion and replaces all prior representations, statements, understandings or agreements between the parties.
- c. This Agreement may not be varied except by a document in writing and signed by or on behalf of each party.
- d. The parties acknowledge that this Agreement does not create a joint venture, or employment relationship between them.
- e. Unless otherwise stated, all amounts referenced under this agreement are exclusive of GST.
- f. This Agreement is governed by the law of the State of Victoria and each party submits to the non-exclusive jurisdiction of the State of Victoria.

Please sign a copy of this agreement as your acceptance of these terms & return it to us as soon as possible.

Signed by BMW Group Australia Ltd by its authorised representative:

Signature

Name

Title

Date

Signed by Royal Melbourne Institute of Technology by its authorised representative:

Signature

Name

Title

Date

Schedule 1 - BMW YourMelbourne 2022 Promotion Terms and Conditions to be between each entrant and BMW Group Australia

BMW YourMelbourne 2022 PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is BMW Australia Limited (ACN 004 675 129), 783 Springvale Road, Mulgrave VIC 3170, telephone 133 269 ("**Promoter**").
3. Entry is open to residents of Australia aged 18 and above and who are enrolled students at
4. Royal Melbourne Institute of Technology ABN 49 781 030 034 ("**RMIT**") on the end date of the Promotional Period.
5. Employees (and their immediate families) of the Promoter, RMIT and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
6. Entries into the promotion open on 15/08/2022 and close at 5.00pm AEST on 16/10/2022 ("**Promotional Period**").
7. Eligible individuals may enter the Promotion by submitting a digital or physical submission, in any medium (including essay, multimedia, audiovisual, electronic or a model (scale or abstract) of up to a size of one cubic metre (1m³)) to respond to the following question:

"Use your education and knowledge to present your concept/vision of Melbourne, Victoria in 2040 considering the future needs of the city and its population. The submission should deal with the following:
 1. *Urban Planning;*
 2. *Public Mobility;*
 3. *Personal Mobility;*
 4. *Sustainability; and*
 5. *Connectivity."*
8. Entries may be submitted to the Promoter, through the following means:
 - (a) In the case of digital entries, by email to csr@bmw.com.au or upload using the portal on the Promoter's website, bmw.com.au; or
 - (b) In the case of physical entries, by delivery to the Promoter's office at the address set out in clause 2, above,and must be received by the Promoter within the Promotional Period.
9. Entries may be submitted to one of two categories:

- (a) The “**Individual**” category, where entries must be submitted by a single eligible individual who has prepared the entry alone; and
- (b) The “**Team**” category, where entries must be submitted by teams of up to three (3) eligible individuals.

Each person who submits an entry to the Individual category or is a member of a team that submits an entry to the Team category is an **Entrant**.

- 10. Strictly one (1) entry per Entrant. To avoid doubt, an Entrant may either submit an entry to the Individual category or as a member of a Team that submits an entry to the Team category, but not both.
- 11. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an entrant’s identity, age, place of residence and enrolment at RMIT) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of 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 promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. To avoid doubt, by submitting an entry, each Entrant provides their consent for the Promoter to verify any information regarding the Entrant or the entry in accordance with this clause.
- 12. Incomplete or indecipherable entries will be deemed invalid, and the Promoter accepts no responsibility or liability to provide Entrants with an opportunity to correct or resubmit entries.
- 13. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 14. This promotion is a game of skill. Winners of each of the Individual and Team categories will be determined by a panel of three judges: one appointed by each of the Promoter, RMIT (each a **judge** and collectively, the **Panel**). Judging shall take place between 5.01pm on 16/10/2022 and 28/10/2022 at any location occupied by the relevant judge physically or virtually.
- 15. Winners will be determined by the Panel based on the creativity, ease of implementation and potential effectiveness of the solution set out in the Entrant’s entry, and the completeness with which the entry deals with the five areas outlined in the question in clause 6. The Panel will judge entries separately for entries received from Entrants in each category, and order entries for each group in accordance with the judging criteria as they consider necessary to enable them to award prizes to the top three (3) entries and next best entry(ies) if a prize is unclaimed.
- 16. The winners will be contacted by the 1 of November with an award ceremony announced at the BMW YourMelbourne Festival, which is scheduled to occur in November 2022 at the Promoter’s offices (subject to government restrictions), and notified in writing by email and phone within three (3) business days of the completion of the judging. Winners will also be published on the Promoter’s website.
- 17. The Promoter’s decision is final and no correspondence will be entered into.

18. The prizes to be awarded to winning Entrants are:

	Individual category	Team category (prizes awarded to team as a whole)
1 st	\$5,000 (by way of EFT to the bank account nominated by the winner)	\$7,500 (by way of EFT to the bank account nominated by the winner)
2 nd	\$1,000 Apple Store Gift Card	\$1,500 Apple Store Gift Card
3 rd	\$500 Amazon.com.au Gift Card	\$750 Amazon.com.au Gift Card

Total prize pool estimated to be \$16,250.

Redemption of gift cards offered by third parties (Apple, Amazon) are subject to the issuer's terms and conditions of use which are available at <https://www.apple.com/legal/giftcards/applestore/> and <https://www.amazon.com.au/gp/help/customer/display.html?nodeId=201936990>.

In addition, the Promoter may, in its discretion, offer first place winning Entrants the opportunity to take, at no charge, three-day loans of BMW i or MINI electric vehicles in the Promoter's promotional fleet, during the period of three months after the end of the Promotional Period. Such Entrants will be given the option to accept or reject the offer to take these three-day loans. Any such loans are subject to the availability of vehicles, the Entrant holding an unrestricted driver's licence issued by an Australian State or Territory road authority, and the relevant Entrant's signing any documentation (including liability waivers) required by the Promoter. Each Entrant is advised to obtain their own financial and legal advice in relation to any loan arrangements with the Promoter.

19. Winners must contact the Promoter after being notified that they have won a prize to claim the prize, and advise of any details which are necessary in order to receive a prize (if relevant). If a winner fails to do so before 19/12/2022, they will forfeit their prize.
20. Entrants consent to the Promoter using their entry, name, testimonial, likeness, image and/or voice in the event they are a winner (including any part, extract, photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. By submitting an entry, each Entrant grants the Promoter and its related bodies corporate a worldwide, perpetual, royalty-free, irrevocable licence to use, modify, adapt or reproduce their entry or any part of it, and waives any moral rights that the Entrant may have in the entry or any derivative works.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to government restrictions on the holding of events or the movement of people, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with entering the Promotion is the Entrant's responsibility and, in the case of online entry, is dependent on the Internet service provider used.
23. If the Entrant submits their entry in connection with coursework at RMIT (as applicable), the Entrant must comply with any policies or requirements of the relevant University in connection with that submission. The Promoter makes no representation or warranty that compliance

with these Terms and Conditions shall be sufficient to satisfy all requirements of the relevant University and accepts no liability in connect with any failure by the Entrant to do so.

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents and Related Bodies Corporate) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or the redemption or use of any prize (including any goods or services acquired by the Entrant by redeeming a prize).
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) an Entrant's participation in the promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) use or redemption of the prize.
26. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a vehicle loan agreement, legal release or indemnity form.
27. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <<https://www.bmw.com.au/en/footer/footer-section/privacy.html>>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter, may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise specified by the Promoter, the Promoter may disclose entrants' PI to entities outside of Australia (see Promoter's Privacy Policy for details).
28. "Apple" is a trademark of Apple Inc. The promotion is a promotion of the Promoter has not been authorised, sponsored, or otherwise approved by Apple Inc.
29. "Amazon.com.au" is a trademark of Amazon.com, Inc. The promotion is a promotion of the Promoter has not been authorised, sponsored, or otherwise approved by Amazon.com, Inc.