

# Solve for Tomorrow

## CONDITIONS OF PARTICIPATION

### SAMSUNG NEW ZEALAND SOLVE FOR TOMORROW 2021 COMPETITION

By entering into this “Samsung New Zealand Solve for Tomorrow” competition (“Competition”) you (the “Participant”) agree to be bound by these terms and conditions. Any information published by the Promoter about the Competition at [www.samsung.com/nz/solvefortomorrow](http://www.samsung.com/nz/solvefortomorrow) or set out elsewhere in the application process form part of these terms and conditions. The Promoter of this Competition is Samsung Electronics (New Zealand) Limited (“Samsung”), 24 The Warehouse Way, Northcote, Auckland 0627.

#### 1. Definitions

<b>“Conditions”</b>	means these conditions of participation.
<b>“Competition”</b>	means the “Samsung: Solve for Tomorrow” competition
<b>“Competition Brief”</b>	means the brief against which the Participants must submit an Idea as part of their Entry.
<b>“Winner”</b>	a successful Participant(s) who is awarded a Prize.
<b>“Prize”</b>	means the award for the Winners.
<b>“Idea”</b>	means the idea or solution entered by a Participant in response to one of the Themes.
<b>“Samsung”</b>	means Samsung Electronics (New Zealand) Limited
<b>“Entries”</b>	means every Entry.
<b>“Entry”</b>	means an application from an individual or team.
<b>“Participant”</b>	means the individual or team that has made an Entry.
<b>“Applicant”</b>	means each individual applying to participate in the Competition
<b>“Theme”</b>	means one of the themes as set by Samsung as the basis for the Competition.
<b>“Submissions”</b>	means any (non-personal) information submitted by an Applicant at any stage.
<b>“PR Purposes”</b>	the use of Applicant personal data for marketing and publicity as set out in clause 9.2

## 2. Eligibility

- The Competition is open to Year 7-10 New Zealand residents and their schools
- No purchase is necessary to enter
- The Competition is open to individuals or teams. There is no limit to the number of people in the teams – it could be a group of 4-5 students or a whole class
- If an Applicant is making an entry for a team, all team members accept that the entry made on their behalf is subject to these terms
- Applicants may enter as many times as they like
- Participants must create their own work, and not copy text, images, audio, or video recordings from third parties
- Each Applicant will act in good faith, reasonably cooperate with any requests from Samsung in a timely manner and not act in a manner which may adversely affect Samsung's reputation, or adversely affect the health, safety or wellbeing of Samsung's staff or that of any other Applicant.

## 3. Timetable of the Challenge

The Competition runs from 1 May 2021 to approximately 30 September 2021, scheduled as follows:

<b>1 May 2021</b>	Competition launch
<b>31 August 2021</b>	Applications due
<b>30 September 2021</b>	Winners announced

All dates are subject to change by Samsung.

## 4. Entry

4.1. Participants must submit their Entry on [www.samsung.com/nz/solvefortomorrow](http://www.samsung.com/nz/solvefortomorrow) by 23:59 hours (NZT) on 31 August 2021 (the "Application Deadline").

4.2 The Entry must consist of:

- Fully completed application form, with answers to all questions, and
- Your Entry using one of the approved entry formats:
  - Written plan or essay (max 1,000 words)
  - Poster, diagram, model, or artwork (submitted via PPT, PDF, video or jpg format)
  - Presentation PowerPoint (max 10 slides)
  - Video presentation (max 5 minutes)
  - Prototype (submitted via video)

Your Entry must be added to the application form as a downloadable link, non-expiring (for example using Google Drive or DropBox).

4.3 Entries will be reviewed and judged by a panel of judges comprised of employees or agents of Samsung and at least one independent judge. The full name of the independent judge(s) shall be made

available at [www.samsung.com/nz/solvefortomorrow](http://www.samsung.com/nz/solvefortomorrow). The panel of judges shall review the Entries to determine which Entries which, in the panel of judges' view, best meet the Winning Criteria. The panel of judges' decision is final.

4.4 The selection criteria for determining the winning Entries includes the following criteria ("Winning Criteria"):

Entries will be judged on:

- Relevance (20%)
  - Identifying an issue that impacts your community or group of people
- Feasibility (30%)
  - Feasibility of the solution with current technology and resources considered
- Creativity (20%)
  - Creativity and originality of the idea
- STEAM (20%)
  - Application of STEAM to help solve the problem / issue
- Presentation (10%)
  - Quality and effectiveness of entry.

4.5 The final results will be announced by Samsung on or about 30 September. All dates are subject to change by Samsung.

## **5. Prize**

The one (1) winner of the First Prize will be the highest scoring Entry. The First Prize consists of a cash prize of \$3,000, plus Samsung kit to the value of \$9,000.

There will be one (1) Runner-Up Prize awarded to the next highest scoring Entry. The Runner-Up Prize consists of a cash prize of \$1,000, plus Samsung kit to the value of \$7,000.

Cash prizes are to be awarded to the winning individual or split equally among the winning team members. The Samsung kit prizes are to be awarded to the school of the winning individual or team.

## **6. Use of Submissions**

6.1 The Promoter may publish on any of its websites or any social networking website any and all Submissions received by it in connection with this Competition at any time and for any reason.

6.2 The Participants own all their Submissions. Each Applicant agrees, and hereby provides, a perpetual unrestricted (non-exclusive), irrevocable, royalty-free, transferable licence to the Promoter, including the right to sub-licence, to use, develop, edit, adapt, modify, or transform the Submissions for any purpose. The Participant hereby waives all moral rights they have in the Submissions to the fullest extent permitted by law.

6.3 Each Participant warrants that they are the person who created the Submission submitted to this Competition. The Participant shall indemnify the Promoter and hold it harmless from and against any

losses, damages, liabilities, obligations, claims, actions and demands, including without limitation reasonable legal fees, arising directly or indirectly from any breach of warranty set out in this clause.

6.4 Each Applicant agrees that Samsung and their affiliated companies, are entitled to report about the Competition, including the Participant's Ideas, Developed Solutions and Final Solution, including for marketing purposes.

## **7. Personal Data – Rights To Use Names, Images and Videos**

7.1 Samsung is the Data Controller for the Competition.

7.2 Samsung shall only use your personal data for the purposes of operating and administering the Competition (including contacting the Applicants in relation to the Competition and award activities), and the below PR Purposes.

- Each Applicant understands that Samsung and their affiliated companies, may use their name, location and age in publicity and marketing relating to the Competition.
- Each Applicant understands that Samsung and Digital and their affiliated companies, may use personal data, such as photographs and videos, which the Participant submits in publicity and marketing relating to the Competition.
- Each Applicant understands that Samsung and their affiliated companies, may take and use photographs and videos at the events in publicity and marketing relating to the Competition.

7.3 Each Applicant's personal data will be held in accordance with our [Privacy Policy](#).

## **8. Safeguarding**

Where an Applicant is a minor or vulnerable adult, Samsung reserves the right to require a parent/guardian/responsible carer to sign a declaration on behalf of the Applicant, confirming acceptance to these terms and conditions.

## **9. Legal Terms**

9.1 The Promoter shall not be liable for any interruption to this Prize Draw whether due to force majeure or other factors beyond the Promoter's control.

9.2 The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the terms and conditions of this Prize Draw. The Promoter reserves the right to change the dates set out in the above Timetable.

9.3 The Promoter reserves the right to:

- exclude from scoring or remove an Applicant or a Participant from the Competition for any violation of these Conditions.
- exclude a Participant if they do not react within the time limit defined in a notification from the Promoter, and appoint a replacement.
- extend a deadline, or require a response by a set deadline, where technical or other problems occur in respect of a submission.

- modify the Conditions at any time and without the consent of the Applicants.
- Applicants will be informed in an appropriate manner of any modifications.
- remove Applicants from the Competition without compensation.

9.4 Each valid Entry will be assessed and scored by the judges against the Winning Criteria and the decision of the judges will be final. Under no circumstances shall the selection be made in the sense of a lottery, on the basis of chance or luck. In the event that the judges acting reasonably believe that all of the entries are of an insufficient quality to be awarded the prizes then the judges reserve the right to cancel the Prize Draw and withhold the prizes.

#### **11.5 – Limitation**

The Promoter will not be responsible or liable for: (a) any failure to receive Entries due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or entries; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Competition.

By entering the Competition, the Participant agrees to release the Promoter from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Competition or with the acceptance, possession, attendance at or use of any prize (except death or personal injury caused by the Promoter's negligence, for fraud, or otherwise as prohibited by law.

The Promoter accepts no liability for any consequences, whether direct or indirect, that may arise from your participation in the Competition, your reliance on any statements we may have made about the Competition, or its suspension or withdrawal.

#### **11.6 – Law**

The Competition and these Conditions are governed by New Zealand law.