# Solve for Tomorrow

# **TERMS OF PARTICIPATION**

# SAMSUNG NEW ZEALAND SOLVE FOR TOMORROW 2024 COMPETITION

Each Participant agrees to be bound by these Terms when entering the Competition.

Any information published by the Promoter about the Competition at www.samsung.com/nz/solvefortomorrow or set out elsewhere in the application forms part of these Terms.

# 1. Definitions

| "Applicant"            | means each individual, team or school applying to participate in the Competition  |
|------------------------|---|
| "Application Deadline" | has the meaning set out in these Terms at clause 3.   |
| "Competition"          | means the "Samsung: Solve for Tomorrow" competition governed by these Terms   |
| "Competition Brief"    | means the brief against which a Participant must submit an Idea as part of their Entry.   |
| "Entry" or "Entries"   | means an application from a Participant   |
| "Idea"                 | means the idea or solution entered by a Participant.  |
| "Participant"          | means the individual, team or school that has made an Entry.  |
| "Prize"                | means the award for the Winners.  |
| "Promoter"             | The Promoter of this Competition is Samsung Electronics New Zealand Limited ("Samsung"), 24 The Warehouse Way, Northcote, Auckland 0627 |
| "Samsung"              | means Samsung Electronics New Zealand Limited   |
| "Submissions"          | means any (non-personal) information submitted by an Applicant at any stage.  |
| "Terms"                | means these terms of participation.   |
| "PR Purposes"          | the use of Applicant personal data for marketing and publicity as set out in clause 9.2   |
| "Project Plan"         | Means the plan submitted by a Participant as part of their Entry  |

| "Winner"           | a successful Participant(s) who is awarded a Prize.     |
|--------------------|---|
| "Winning Criteria" | means the criteria set out in these Terms at clause 4.5 |

## 2. Eligibility

- The Competition is open to Year 7-13 New Zealand residents, their teachers and schools
- No purchase is necessary to enter
- The Competition is open to individuals and teams or schools. There is no limit to the number of people in a team, for example, 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, for example, an Applicant may enter as part of a team or a school and also enter individually.
- Participants must create their own work, and not copy text, images, audio, or video recordings from third parties
- Each Participant 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. Competition Timetable

The Competition runs from 1 May 2024 to approximately 24 September 2024, scheduled as follows:

| 1 May 2024        | Competition launch               |
|-------------------|----------------------------------|
| 24 June 2024      | Project Plan submission deadline |
| 12 July 2024      | Project Plan feedback provided   |
| 2 September 2024  | Application deadline             |
| 24 September 2024 | Winners announced                |

All dates are subject to change by Samsung in Samsung's sole discretion.

#### 4. Entry

- 4.1. Entries will be judged in two age categories: years 7-10 and years 11-13. Applicants must tick the relevant age box when completing the application form/s to ensure their project is entered in the correct category. Samsung reserves the right, in its sole discretion, to disqualify any Entry where the relevant age box has not been ticked or where an incorrect age box has been ticked.
- 4.2 To receive feedback from the judges on their Project Plan, Participants must submit their Project Plan at www.samsung.com/nz/solvefortomorrow by 23:59 hours (NZT) on 24 June 2024. Feedback will be provided by 12 July 2024

Participants must submit their final Entry by 23:59 hours (NZT) on 2 September 2024 (the "Application Deadline").

- 4.3 The Entry must consist of:
  - Fully completed online 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)
    - o Poster, diagram, model, or artwork (submitted via PPT, PDF, video or jpg format)
    - Presentation PowerPoint (max 10 slides)
    - Video presentation (max 5 minutes)

Your Entry must be uploaded as an attachment alongside your application form.

- 4.4 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. The panel of judges shall review the Entries to determine which Entries, in the panel of judges' view, best meet the Winning Criteria. The panel of judges' decision is final.
- 4.5 The selection criteria for determining the winning Entries includes the following criteria ("Winning Criteria"):

Entries will be judged on:

- Relevance (20%)
  - o 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.
- 4.6 The final results will be announced by Samsung on or about 24 September 2024. All dates are subject to change by Samsung at Samsung's sole discretion.
- 4.7 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 Competition and withhold the prizes.

#### 5. Prize

Prizes will be awarded from a prize pool valued at \$24,000.

A first place winner and runner-up will be announced in the years 7-10 age category.

A first place winner and runner up will also be announced in the years 11-13 age category.

The prizes are of equal value for both age categories and are shown below.

The first place winner in each age category will be the highest scoring Entry. The first place winner's prize consists of a cash prize of \$6,000, plus Samsung kit to the value of \$3,000.

There will be one (1) runner-up prize awarded to the next highest scoring Entry in each age category. The runner-up prize consists of Samsung kit to the value of \$3,000.

Prizes are subject to change by Samsung in Samsung's sole discretion. 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 split between both the winning individual or team and 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 Entries received by it in connection with this Competition at any time and for any reason.
- 6.2 The Participants own all their Entries. Each Participant agrees, and hereby provides, a perpetual unrestricted (non-exclusive), irrevocable, royalty-free, transferable license to the Promoter, including the right to sub-license, to use, develop, edit, adapt, modify, or transform the Entries for any purpose. The Participant hereby waives all moral rights they have in the Entries to the fullest extent permitted by law.
- 6.3 Each Participant warrants that they are the person(s) who created the Entry submitted to this Competition. Each 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 Entries, including for marketing purposes.

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

- 7.1 Samsung shall only use Applicants and Participants personal data for the purposes of operating and administering the Competition (including contacting the Applicants and Participants in relation to the Competition and award activities), and the below PR Purposes.
  - Each Participant understands that Samsung and their affiliated companies, may use their name, image, location and age in publicity and marketing relating to the Competition.
  - Each Participant understands that Samsung and their affiliated companies, may use photographs
    and videos which the Participant submits for 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 for publicity and marketing relating to the Competition.

7.3 Each Applicant's personal data will be held in accordance with Samsung's Privacy Policy.

#### 8. Safeguarding

Where a Participant 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 of these Terms.

#### 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 in its sole discretion to vary the Terms.
- 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 Terms.
  - exclude a Participant if they do not react within the time limit defined in a notification from the Promoter.
  - extend a deadline, or require a response by a set deadline, where technical or other problems occur in respect of an Entry.
  - remove a Participant(s) from the Competition without compensation.

#### 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 or use of any prize (except death or personal injury caused by the Promoter's negligence, or fraud, or otherwise as prohibited by law).

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

#### 11.6 Law

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