

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)	Key Dates 2024-2025 <i>The Institution must register as a participating Institution within the below dates:</i>		
a)	<table border="1"><tr><td>Institution Registration opens: 01 November 2024</td><td>Institution Registration closes: 30 May 2025</td></tr></table>	Institution Registration opens: 01 November 2024	Institution Registration closes: 30 May 2025
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2)	Eligibility <i>The Institution must meet all the following criteria to be eligible to register as a participating Institution.</i>		
a)	Send an executed copy of this Agreement (by electronic means) to wpc@wool.com .		
b)	Be recognised as a tertiary education or vocational training provider authorised by the relevant certifying authority within your jurisdiction.		
3)	Prize: <i>The prize granted to the winning Institution follows the rules set out below:</i>		
a)	The rules of Institution Prize of each edition of the WPC follow the provisions under the Competition Terms and Conditions available at https://www.woolmarkchallenge.com/legal/competition-terms-and-conditions/ as updated from edition to edition.		
4)	Agreement Renewal: <i>The continuation and effect of this Agreement follows the rules set out below:</i>		
a)	Upon execution of this Agreement by both parties, the Institution becomes eligible to participate in the current and all future editions of the Competition, subject to any formal variation of this Agreement or the Competition Terms and Conditions to the extent it affects this Agreement.		

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.

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 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 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 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.
19. The Promoter may vary the terms of this Agreement from time to time. Any such variation will be communicated to the Institution in writing. The Institution is free to review the changes and make a decision in relation to the continuation of the Agreement.
20. Either party can terminate this Agreement by notifying the other party in writing. Upon the effective date of termination, the Institution will lose all benefits granted under this Agreement and both parties will be released from contractual obligations except for any obligations which, by law or by nature, survive termination.
21. 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.
22. 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)