

The 'Start Up package' Promotion

Terms and Conditions of Entry

1. Information on how to enter the Start Up Package promotion (this Promotion) held by Messenger Group Pty Ltd A.C.N.098 514 802 forms part of these terms and conditions of entry (Terms and Conditions).
2. Your participation in this Promotion is deemed to be your acceptance of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.
4. The promoter of the Promotion is Messenger Group Pty Ltd A.C.N.098 514 802 of Level 9, 46-56 Kippax Street, Surry Hills, New South Wales 3171 (the Promoter).

Definitions

5. In these Terms and Conditions and the Promotion:
 - a. AUD means Australian dollars;
 - b. Collective Hub Facebook Page means the Facebook page displayed at <https://www.facebook.com/Collective-Hub>;
 - c. Collective Hub Website means the website displayed at www.collectivehub.com;
 - d. Lexus Australia means a division of Toyota Motor Corporation Australia Limited A.B.N.64 009 686 097;
 - e. Loan Vehicle means a Lexus CT200h or comparable Lexus motor vehicle, as supplied by Lexus Australia;
 - f. Prize means the prize as specified in paragraph 21 of these Terms and Conditions;
 - g. Promotion means this Start Up Package promotion;
 - h. Vimeo means the Vimeo website displayed at <https://vimeo.com/>; and
 - i. YouTube means the YouTube website displayed at <https://www.youtube.com/>.

Promotion Period

6. The promotion commences at 12:00am (AEST) on Friday 7 October 2016 and closes at 11:59pm (AEST) on Sunday 4 December 2016 (Promotion Period). Entries must be received by the Promoter prior to the competition close date and time.

Eligibility of Entrants

7. Participation in this Promotion is only open to those persons who are:
 - a. aged 18 years or older;
 - b. permanent residents of Australia; and
 - c. an existing entrepreneur with a business that, at the time of submitting an entry:
 - i. is operational; and/or
 - ii. with a product or service under development.
8. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to participate in or enter the Promotion.

Game of Skill

9. Entry shall be by the submission of a video link (the Video Link) to the Promoter via the 'Collective Hub Microsite' displayed at www.lexus.collectivehub.com.
10. The Video Link must link to an entrant's video, which has been uploaded to, and is hosted by, either YouTube or Vimeo.

11. Each entry is to be no longer than three (3) minutes in length and must:
 - a. tell the story of the entrant's business journey, idea or product, as well as the entrant's plans for the future;
 - b. demonstrate solid business acumen, innovation and focus; and
 - c. demonstrate exactly how the Prize will significantly impact the entrant's business and help them to take the next step forward.
12. Each submission will be judged on merits of vision, innovation, creativity, impact and need. The tone, vibe, style and creativity of each submission will be considered. However, a submission is not required to be professionally produced.
13. This Promotion is a game of skill and chance plays no part in determining the winner. The judges' decisions are final and no correspondence will be entered into.
14. Each entrant, during the Promotion Period, is required to:
 - a. read and agree to these Terms and Conditions, including the Promoter's Privacy Policy; and
 - b. submit a Video Link, via the Collective Hub Microsite, to a video of no longer than three (3) minutes in length.
15. Each entrant may submit a total of one entry only.
16. Entries must not include any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent, overly political, comprises any confidential or commercially sensitive information, or is otherwise objectionable or inappropriate.

Judging Criteria

17. The winner will be an existing entrepreneur with a business that's operational or with a product or service under development.
18. The winning video must:
 - a. Tell the story of their business journey/idea/product as well as their plans for the future.
 - b. Demonstrate solid business acumen, innovation and focus.
 - c. Demonstrate exactly how the Prize will significantly impact their business and help them take the next step forward.
19. The winning video must not:
 - a. Be more than three (3) minutes in length.
 - b. Contain inappropriate or offensive material or language.
 - c. Be potentially libelous, false, defamatory, privacy, invasive or overly political.
 - d. Be potentially confidential, commercially sensitive, or which would cause personal distress or loss.
20. All videos will be judged against the following criteria:
 - a. Vision
 - b. Innovation
 - c. Creativity
 - d. Impact
 - a. Need
 - b. Video execution: The tone, vibe, style and creativity of the video content will be taken into account, however, the video does not have to be professionally produced

Prize

21. The Prize consists of the following:
 - a. 1 x Use of a Lexus CT200h or similar loan vehicle (Loan Vehicle), provided by Lexus Australia, for a period of three (3) months (the Loan Period) (Value: \$12,000);
 - b. 1 x Caltex fuel card, provided by Lexus Australia, to be used during the Loan Period (Value: up to \$1,500);

- c. 1 x one-on-one private mentoring session (duration of one (1) hour) with Lisa Messenger, to be held, either:
 - (i) in person in Sydney;
 - (ii) by telephone; or
 - (iii) or via Skype (Value: \$7,500);
- d. 1 x Lisa Messenger book bundle (Value: \$209.65) comprising:
 - (i) Daring and Disruptive (plus playbook);
 - (ii) Life and Love (plus playbook);
 - (iii) Money and Mindfulness (plus playbook); and
 - (iv) Breakups and Breakthroughs;
- e. 1 x six-month subscription to Collective Hub magazine (Value: \$49);
- f. 1 x Sponsored digital feature via the Collective Hub Website, to be promoted via the Collective Hub Facebook Page and included in Collective Hub's weekly electronic direct mail (eDM) (Value: \$12,000); and
- g. 2 x Full-page colour advertisements, designed by the Collective Hub creative team, to be included in two (2) separate editions between February 2017 issue and December 2017 issue of the Collective Hub magazine (Value: \$17,000)

(collectively referred to as the Prize).

- 21. Each Prize is valued at up to \$50,258.65 AUD.
- 22. A total of ten (10) Prizes only will be allocated to the Promotion.
- 23. A winner of the Prize will receive one (1) Prize only.
- 24. The total value of the prize pool for this Promotion is up to \$502,586.50 AUD.
- 25. The Prize is subject to availability. In the event that the Prize, or any part of it, is cancelled or unavailable for any reason, then the Promoter, in its discretion, reserves the right to substitute the Prize, or any part of it, with an alternative of equivalent or similar value.
- 26. The Prize, or any part of it, is not exchangeable, transferable or redeemable for cash.
- 27. The Prizes are subject to any terms and conditions imposed by the Promotor and Lexus Australia, or otherwise imposed by a Prize provider
- 28. There will be two loan vehicle periods, as follows:

Loan Vehicle Period	Date	Winners
One	1 January 2017 to 31 March 2017	One (1) to Five (5)
Two	1 April 2017 to 30 June 2017	Six (6) to Ten (10)

- 29. The winners of a Prize must use a Prize as follows:

Loan Vehicle

- a. If the winner of a Prize is notified as being winner One (1) through to Five (5), then the Loan Vehicle must be used by the winner within the dates specified in Loan Period One; and
- b. If the winner of a Prize is notified as being winner Six (6) through to Ten (10), then the Loan Vehicle must be used by the winner within the dates specified in Loan Period Two.
- c. A winner's use of the Loan Vehicle is subject to them entering into a loan agreement with Lexus. If any winner fails to enter in to such loan agreement, they will be unable to receive the Loan Vehicle.
- d. For the avoidance of doubt, the winner will be liable for all tolls, insurance excesses (currently \$750 for each claim made), penalties and fines incurred as a result of the winner's use of the Loan Vehicle, including any associated administration fees.

Remainder of a Prize

30. The remainder of a Prize (the Collective Hub components of a Prize) must be used between 19 Monday December 2016 and Monday 18 December 2017.
31. In the event that a winner of a Prize does not, or cannot, use a Prize, or a part of a Prize, within any timeframe specified in paragraph 29, then the unused Prize, or the unused part of a Prize, will be forfeited.

Drawing of prizes

32. The winners of a Prize will be determined by no later than 5:00pm (AEST) on Friday 16 December 2016.
33. The winners of a Prize will be contacted via provided email address by no later than 11:00am (AEST) on Monday 19 December 2016.
34. The winners of a Prize must claim a Prize by Wednesday 21 December by 5:00pm (AEST).
35. If the winner of a Prize does not claim a Prize by the date specified in paragraph 34 above, then that person will forfeit the Prize and a subsequent winner for the Prize will be contacted via email on Friday 23 December 2016.
36. In order to claim the Prize, the person who wins the Prize must be able to prove they were eligible to enter the Promotion at the time of submitting an entry (for example, proof of Australian permanent residency and proof of age). Failure to do so will result in the Prize being forfeited.

General Conditions

37. The following general conditions apply to the entire Promotion.

Copyright

38. All submissions must be the work of the individual submitting them and must not have been published elsewhere or have won a prize in any other competition or promotion. It is the responsibility of each entrant to ensure that any entries do not infringe the copyright of any third party or any laws.

Entries

39. The Promoter reserves the right, at any time, to verify the validity of all entries and the eligibility of all entrants, including their identity, age and place of residence. The Promoter also reserves the right to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process, or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
40. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
41. The use of any automated entry software or any other mechanical or electronic means by an entrant to automatically enter the Promotion is prohibited and will render all entries for that entrant invalid.
42. Any costs associated with becoming eligible to apply, applying or participating in this Promotion, such as access to the Internet and download costs, will be at the cost of the entrant.

Prize

43. The Prize (or any part of the Prize) is not transferable or exchangeable and cannot be taken as cash.
44. The Promoter will not be responsible (and an entrant will not be entitled to make any claim for compensation) for any variation of the Prize, or the value of it, during the Promotion Period or thereafter.
45. If the Prize (or part thereof) is unavailable, the Promoter, in their discretion, reserve the right to substitute all or any part thereof with a product or prize to the equal value and/or specification.
46. Should an entrant's contact details change during the relevant Promotion Period, it is the entrant's responsibility to notify the Promoter.
47. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality or the suitability of the Prize.
48. As a condition of accepting the Prize, the winner or recipient of the Prize may be required to sign a legal release and indemnity form.
49. All values and amounts that appear in these Terms and Conditions are exclusive of GST, unless expressly stated otherwise.
50. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

Variations to the Promotion

51. The Promoter may, in their absolute discretion, but subject to any relevant law, modify, suspend, cancel or recommence this Promotion, as appropriate, if:
 - a. for any reason, this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical or software failures or any other causes beyond the control of the Promoter, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion; or
 - b. the entry process, the determination of the Prize winner and/or the delivery of a Prize is prevented or hindered by any outside agent or event including but not limited to vandalism, power failure, tempest, natural disaster, acts of God, civil unrest or strikes or other industrial action.
52. Where the Promoter does modify, suspend, cancel or in any way amend the Promotion, the Promoter will provide notice of this via the Collective Hub Microsite.
53. Any cost associated with accessing any website associated with the Promotion is the responsibility of an entrant and is dependent on the Internet service provider used.

Limitation of Liability

54. Except for any liability that cannot be excluded by law, the Promoter (including their officers, employees and agents) exclude 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 this Promotion, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the control of the Promoter);
 - b. any variation in value of the Prize to that stated in these Terms and Conditions;
 - c. any tax liability incurred by a winner or entrant;
 - d. third party use of a business pitch, or any part of a business pitch, submitted by an entrant; or
 - e. participation in the Promotion.

This paragraph 54 does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws.

Use of personal information

55. The winner of the Prize consents to the Promoter using their name, biographical details, likeness, image and/or voice including winning entry submission (including photograph, film and/or recording of the same) in any media, including both online and offline media, for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products or service manufactured, distributed and/or supplied by the Promoter.
56. The Promoter may collect personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to the Promoter, agents, contractors, service providers and suppliers of prizes. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending commercial electronic messages or telephoning the entrant. An entrant should direct any request to access, update or correct information to info@collectivehub.com.

Ownership of Submissions

57. By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter/Sponsor and consents to the Promoter and Sponsor using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
58. A winner of a Prize may be required to publicly document and/or share their Prize experience via social media channels (or otherwise), as reasonably directed by the Promoter.
59. The Promoter's Privacy Policy may be accessed via <http://collectivehub.com/privacy-policy/>.

Entrant's warranty

60. The entrant warrants that the making of his or her business pitch, in connection with this Promotion, will not infringe upon any right or rights, including intellectual property rights, belonging to a third party.

General

61. If any term or condition contained herein shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms and conditions shall not be affected.

This Agreement is to be interpreted in accordance with the laws of New South Wales, Australia and all parties submit to the non-exclusive jurisdiction of those Courts.