

## Dreamstarter – Terms and Conditions

The terms and conditions set out below govern your participation in Dreamstarter, and if your application is successful, our support of your Project. In submitting your application for your Project for consideration, you agree to be bound by these terms and conditions. These terms and conditions must be read in conjunction with any other applicable terms and conditions, including ING DIRECT's Privacy Policy, which is located at [ingdirect.com.au](http://ingdirect.com.au) and the terms and conditions on StartSomeGood, <http://startsomegood.com/>.

1. **Term:** Applications for the 2017 Dreamstarter programme (second round) will be accepted from **12:00 pm, (AEST) on 1 February 2017, to 11:59 pm (AEST) 28 February 2017** (unless extended at ING DIRECT's discretion).

### 2. Applications:

- (a) To submit an application, you must by 11.59pm on 28 February 2017:
  - (i) Go to the ING DIRECT campaign page found at [www.ingdirect.com.au/dreamstarter](http://www.ingdirect.com.au/dreamstarter) and
  - (ii) Complete the application form, including your full name and contact details.
- (b) The time of application will be the time at which you click 'Submit' on the entry page.
- (c) Multiple applications are not permitted.
- (d) You are prohibited from submitting applications that (i) infringe, or will cause ING DIRECT to infringe, the intellectual property rights (or other rights) of any third party, or which include the personal information of any third party; (ii) contains material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, racially or ethnically offensive; (iii) encourages conduct that would be considered a criminal offence, give rise to civil liability, breach any law; or (iv) is otherwise inappropriate. ING DIRECT reserves the right to automatically disregard any such applications.
- (e) You agree that ING DIRECT shall have the right to immediately remove any application and disqualify any applicant who has or is suspected of violating any applicable terms and conditions.
- (f) Applicants must be free from any viruses, locking devices or other disruptive or potentially damaging programs or devices (**Viruses**). You will be liable for any loss or damage caused to ING DIRECT from any Viruses in any application that you submit.

### 3. Judging:

- (a) Each successful applicant will be selected by a panel of judges appointed by ING DIRECT.
- (b) Prize judging will take place at 60 Margaret Street, Sydney NSW 2000 during the period **13 March – 17 March 2017 (AEDST)**, subject to any relevant extension.
- (c) All applications will be judged based on the following criteria:
  - (i) Alignment to selection criteria

- (ii) Social impact of the project described in the application, including the social benefit derived from the project and longevity of that benefit;
- (iii) Likely business success success
- (iv) Innovation;
- (v) Credibility; and
- (vi) 'X factor'.

We also try to ensure we spread the love to different areas of Australia and mix of different impact areas and business types. ING DIRECT customers and employees will be given special consideration.

- (d) Successful applicants will be notified via email address specified on their application, by **5:00 pm (AEDT) 24 March 2017**. This notice will contain details of the Sponsorship Fee, Payment Schedule, the Sponsorship Term and details of any milestones that successful applicants must meet.
- (e) If ING DIRECT is not able to contact and receive positive confirmation from a successful candidate that they wish to proceed by **10:00 am (AEST) on 28 March 2017** the judges will select what they consider, in their sole discretion, to be the next best application or applications (as the case may be).
- (f) The details of the successful applications will be published by ING DIRECT by **5:00 pm (AEST) on 3 May 2017** on the Campaign Page.

**4. Sponsorship Fee:** In consideration of successful applicants granting to ING DIRECT the Sponsorship Benefits and subject to successful applicants issuing a correctly rendered tax invoice where applicable, ING DIRECT will pay each successful applicant the Sponsorship Fee in accordance with the Payment Schedule by depositing it into the Specified Product. ING DIRECT will pay any correctly rendered tax invoice within 30 days after receipt, provided that the Project (campaign) has achieved the 'tipping point' (as defined by the rules and regulations of the candidates agreement with StartSomeGood) and that the successful applicant is not otherwise in breach of relevant terms and conditions. Successful applicants must use the Sponsorship Fee only for the Project and must provide regular updates on the progress of the Project to ING DIRECT during the Sponsorship Term, in the form and the manner as required by ING DIRECT.

**5. Sponsorship Rights:** In consideration of ING DIRECT paying the Sponsorship Fee, successful applicants appoint ING DIRECT as the sponsor of the Project in the Brand Category and grant to ING DIRECT the Sponsorship Benefits during the Sponsorship Term. This appointment as sponsor will be: (a) an exclusive appointment for the Exclusive Period; and (b) a non-exclusive appointment for the Non-Exclusive Period.

**6. Intellectual Property Rights:**

- (a) As between the successful applicant and ING DIRECT: (i) generally, all intellectual property rights in materials arising out of the Project are owned by the person creating the material. However, intellectual property rights in any modifications to material is owned by the party that owns the original material; and (ii) all pre-existing intellectual property rights of a party remains the property of that party.
- (b) On request from ING DIRECT, successful applicants will licence, or, in relation to third party material, use reasonable efforts to procure a licence, for ING DIRECT to use: (i) any material incorporating the ING DIRECT Brand Elements; and (ii) the Sponsored Materials in Australia during the Sponsorship Term for the purpose of ING DIRECT exploiting the Sponsorship Benefits.

**7. ING DIRECT Brand Elements:**

- (a) Successful applicants may use the ING DIRECT Brand Elements in Australia during the Sponsorship Term in accordance with this Agreement solely for the purpose of performing the obligations of the successful applicant under this Agreement and subject always to ING DIRECT's direction and approval.
- (b) Successful applicants must only use ING DIRECT Brand Elements in their material if ING DIRECT has given that material to the relevant successful applicant or if the successful applicant has submitted representative material including ING DIRECT Brand Elements to ING DIRECT and ING DIRECT has approved their use in writing, which it may grant or withhold in its absolute discretion.
- (c) Successful applicants must not: (i) use any of ING DIRECT Brand Elements as part of their trade name, corporate name or domain name or as part of any trade mark, logo or get up; (ii) use ING DIRECT Brand Elements in a manner which, in ING DIRECT's reasonable opinion, may be prejudicial to ING DIRECT or ING DIRECT Brand Elements; (iii) apply to register any trade mark, business name, company name or domain name which includes ING DIRECT Brand Elements, or which is substantially identical or deceptively similar to ING DIRECT Brand Elements; and (iv) challenge ING DIRECT Brand Elements or ING DIRECT's ownership of ING DIRECT Brand Elements or assist a third party to do these things.

**8. New Projects:** If successful applicants intend to undertake a project which is similar to the Project during the Sponsorship Term (**New Project**), they must give ING DIRECT notice at least 30 days before the commencement of the New Project (or such shorter period as is reasonable in the circumstances) and grant ING DIRECT the exclusive first right of refusal to sponsor the New Project in the Brand Category. If ING DIRECT gives the successful applicant notice that ING DIRECT wishes to sponsor the New Project within 14 days of receiving notice (or such shorter period as is reasonable in the circumstances), the successful applicant will enter into an agreement with ING DIRECT on the same terms and conditions as this Agreement (the necessary changes being made).

**9. Confidentiality and privacy:**

- (a) You must treat as confidential information: (i) the terms (but not the existence) of this Agreement; and (ii) all information provided by ING DIRECT under or in connection with this Agreement that ING DIRECT indicates is confidential information or is deemed to be confidential information in light of the circumstances in which it is disclosed.
- (b) You: (i) may only use confidential information for the purposes of exercising your rights and performing your obligations under this Agreement; (ii) must protect the confidential information from disclosure to at least the same degree as you protect your own confidential information; (iii) must not disclose the confidential information to any person except: (A) to such of your employees, contractors, professional advisors and auditors who have a "need-to-know" provided those persons first agree to observe the confidentiality of the information; (B) with our prior written consent which consent can be given at ING DIRECT's absolute discretion; (C) if required by law or any stock exchange; or (D) if it is in the public domain.
- (c) You must return or destroy the confidential information on the earlier of ING DIRECT's request or the expiry or termination of this Agreement.

- (d) ING DIRECT has obligations to comply with the Australian Privacy Principles and the Privacy Act 1988 (Cth). You must: (i) comply with the same obligations (as obligations to ING DIRECT under this Agreement) in respect of the collection, storage and use of personal information made available to you in connection with this Agreement; and (ii) comply with the reasonable directions of ING DIRECT in relation to the handling of personal information.
- (e) ING DIRECT collects personal information in order to conduct the Dreamstarter programme and may, for this purpose, disclose such information to third parties, including, service providers that assist us to conduct the Dreamstarter programme, such as VCCP Sydney. In addition, if your application is not successful we may provide your application to StartSomeGood, which will enable you to run a crowdfunding campaign on their website. Our receipt of your application is conditional on providing this information.
- (f) ING DIRECT may also use the personal information for promotional, marketing and publicity purposes including sending electronic messages. You should direct any request to access, update or correct information to ING DIRECT.

#### **10. Termination:**

- (a) If the Dreamstarter programme 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 ING DIRECT, ING DIRECT reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - (i) to reject any application; and/or
  - (ii) to modify, suspend, terminate or cancel the Dreamstarter promotion, as appropriate.
- (b) ING DIRECT may at any time during the Sponsorship Term terminate its support for a campaign on 14 days' prior written notice to the successful applicant. If ING DIRECT terminates its support under this clause, the successful applicant will be entitled to retain the Sponsorship Fee paid by ING DIRECT up to the effective date of termination.
- (c) ING DIRECT may terminate its support for a campaign: if (i) the successful applicant breaches any material relevant term or condition capable of remedy (including failing to meet any milestone advised by ING DIRECT) and fails to remedy the breach within 7 days after receiving written notice; (ii) the successful applicant, its employees, agents or subcontractors, engage in any conduct that is likely to harm ING DIRECT's reputation or its products or services; or (iii) the successful applicant becomes insolvent.
- (d) On termination: (i) all rights granted to the successful applicant and ING DIRECT under this Agreement cease; (ii) the successful applicant must cease using ING DIRECT's materials and withdraw all documents displaying the ING DIRECT Brand Elements; and (iii) if the Agreement is terminated under clause 10(b), if requested by ING DIRECT, you must refund to ING DIRECT the Sponsorship Fee on a pro rata basis based on the value of the Sponsorship Benefits already provided by you.

#### **11. General**

- (a) You must not assign any of your rights under this Agreement, or novate this Agreement, except with the written consent of ING DIRECT.

- (b) This Agreement may only be varied by a document signed by an authorised representative of each party.
- (c) This Agreement is governed by the law applicable in New South Wales.

## 12. Definitions

In this letter:

<b>Term</b>	<b>Meaning</b>
<b>Brand Category</b>	Financial services including financial services as defined for the purposes of class 36 of the classification of trademarks used by IP Australia, asset management, insurance, real estate, securities and leasing
<b>Effective Date:</b>	The date on which ING DIRECT notifies the applicant of their successful application
<b>Exclusive Period</b>	The period commencing on the Effective Date and continuing for the duration of the campaign period on StartSomeGood
<b>ING DIRECT Brand Elements</b>	Such ING DIRECT trade marks and logos made available to you for the purposes of this agreement.
<b>Non-Exclusive Period</b>	For successful Projects, the period commencing at the end of the Exclusive Period and continuing for 6 months.
<b>Payment Schedule</b>	100% on successful project funding within terms of Project with StartSomeGood LLC
<b>Project</b>	The project described in the application lodged by a successful applicant
<b>Specified Product</b>	A suitable ING DIRECT product. Account details to be confirmed before the end of the campaign period on StartSomeGood. Details to include: Account Name: BSB: Account number:
<b>Sponsored Materials</b>	Existing imagery, audio and video assets associated with Project. Any imagery, audio or video assets generated by ING DIRECT (or its associated parties) for the Project. Text, copy, blog and information updates from project campaign, either on StartSomeGood Venture & Campaign pages or associated Sponsored Party website and published materials.
<b>Sponsorship Benefits</b>	Subject to clause 5, a royalty free and non-transferable licence to use the Sponsored Materials on ING DIRECT online properties, including websites, social communications and customer communications.
<b>Sponsorship Fee</b>	The GST inclusive amount advised by ING DIRECT, plus interest in accordance with the terms and conditions of the Specified Product.

**Sponsorship Term**

The period commencing on the Effective Date and ending on the expiry of the Non-Exclusive Period.