

KIDPRENEUR CHALLENGE TERMS OF USE

2016 Kidpreneur Challenge Definitions

- **Business** – The entity created using one CK Business Kit with a unique Kidpreneur Business Number (KBN) with three(3) kidpreneur business owners.
- **Charity** – A registered charity with the Australian Charities and Not-For-Profits Commission or in country equivalent for international charities.
- **CK** - Club Kidpreneur Foundation
- **CK Business Kit** – The physical kit of business building resources delivered to the school and used by kidpreneurs in the Kidpreneur Challenge in conjunction with the Ready Set Go curriculum to create a business complete with products to sell.
- **Competition** – The aspects of the Kidpreneur Challenge involving entry, voting and judging of winning businesses. This includes: submitting pitch videos, pitch video heats, judging finals, winners announcements and awarding of prizes.
- **Donation** – The kidpreneur profits given away to either a charity or worthy cause after earning revenue at a market day as part of the Kidpreneur Challenge.
- **Entry** – The act of a participating kidpreneur submitting a Kidpreneur Challenge entry form and pitch video via the Club Kidpreneur website to be eligible to win the Kidpreneur Challenge competition.
- **Facilitator** – The adult responsible for guiding kidpreneurs through the Kidpreneur Challenge process by ordering CK Business Kits, delivering the Ready Set Go curriculum, arranging a market day and overseeing the donation of kidpreneur profits.
- **Finalist** – The business of a pitch video which received one of the 50 highest quantity of ‘likes’ on the Club Kidpreneur YouTube channel during the Kidpreneur Challenge competition ‘heats’ round.
- **Finals** – The stage of the Kidpreneur Challenge where the top 50 finalist videos go before the entrepreneur panel for judging of final winners.
- **Game of Skill** - competitions that require a user to answer a question or submit something (showing ‘Skill’) in order to win
- **Heats** - The stage of the Kidpreneur Challenge where all eligible entry videos are displayed on the Club Kidpreneur YouTube Channel for the public to vote for finalists. The 50 videos with the highest number of YouTube ‘likes’ proceed to the finals.
- **Kidpreneur** – Any eligible child participating in the Kidpreneur Challenge in a team of three using a CK Business Kit with associated Kidpreneur Business Number.
- **Kidpreneur Business Number (KBN)** – The unique number given to each CK Business Kit as an identifier for competition entry. The KBN number is the same number as the Cleverpatch Gift Card Code.
- **Kidpreneur Challenge** – The entire program and competition structure where a school with adult facilitator registers a group of students (kidpreneurs), orders CK Business Kits, completes the Ready Set Go curriculum, holds a market day, donates all profit to charity and submits a pitch video to be voted for and judged a winner.
- **Market Day** – The stage of the Kidpreneur Challenge where kidpreneurs sell their business products to real world customers by holding a market day either at school or in their local community.
- **Online Resource Centre** – The section of the Club Kidpreneur website where teachers and facilitators access the Kidpreneur Challenge Handbook and Ready Set Go curriculum teaching materials.
- **Order** – The component of Kidpreneur Challenge Registration which involves selecting the quantity of CK Business Kits to be delivered to the participating school with a ratio of one CK Business Kit per participating student.

- **Parent/Guardian** – The legal parent or guardian of a participating student or kidpreneur in the Kidpreneur Challenge.
- **Photo & Video Release Consent** – Express, written permission from the parent/guardian of a participating kidpreneur for the student to take part in the Kidpreneur Challenge program and enter the competition by submitting personal and business information, photos and a video containing images of the kidpreneur and their business to Club Kidpreneur to be displayed on the Club Kidpreneur YouTube channel and website for Kidpreneur Challenge competition voting and judging purposes only.
- **Pitch Video** – The short video created by each business to be submitted as an entry for the Kidpreneur Challenge competition.
- **Profit** – The amount of business revenue which is left over after kidpreneurs pay their business start-up costs (usually \$25 per kidpreneur paid to the school).
- **Program** – The aspects of the Kidpreneur Challenge which exclude competition entry and judging. These include: registering the school, ordering CK Business Kits, delivering the Ready Set Go curriculum, holding a market day, donating profits and making a pitch video.
- **Ready Set Go Curriculum** – The 12 module curriculum provided to teachers and facilitators to guide kidpreneurs through building their business using a CK Business Kit, using teaching materials provided in the Online Resource Centre.
- **Registration** – The act of an authorised school representative signing up for students at their school to participate in the Kidpreneur Challenge under the guidance of a teacher or adult facilitator via the Club Kidpreneur website or by providing details via phone or email to a Club Kidpreneur representative. Registration includes ordering one CK Business Kit per three participating students, committing to make payment of the Kidpreneur Challenge invoice within 21 days of the invoice issue date and to obtain photo and video consent and release from the parent/guardian of each participating student.
- **Revenue** – The total amount of money earned on market day from sales to customers, excluding the value of any float used. Revenue is counted before start-up costs are paid for and so includes this value.
- **School** – Any Australian primary school or equivalent including community schools, School of the Air, distance education, home schools and other Australian primary school equivalents.
- **Start-Up Loan** – The amount of money loaned to the kidpreneurs to cover the cost of their business building materials, and usually paid back to the loan maker at the end of the Kidpreneur Challenge. The start-up loan is usually \$25 per kidpreneur and is paid back to the person or entity who paid the Kidpreneur Challenge invoice.
- **Student** – Any enrolled student of an Australian primary school or equivalent including community schools, School of the Air, distance education, home schools and other Australian primary school equivalents.
- **Teacher** – The primary school educator responsible for guiding kidpreneurs through the Kidpreneur Challenge process by ordering CK Business Kits, delivering the Ready Set Go curriculum, arranging a market day and overseeing the donation of kidpreneur profits.
- **Vote** – One ‘like’ of a pitch video on the Club Kidpreneur YouTube Channel. Each ‘like’ counts as one vote for the video to proceed to the finals.
- **Voting** – The act of clicking the ‘like’ button on a pitch video on the Club Kidpreneur YouTube channel.
- **Winner** – One of the ten businesses selected by the entrepreneur judging panel as a winner of the Kidpreneur Challenge during the finals.
- **Worthy Cause** – A recipient of a kidpreneur business donation as part of the Kidpreneur Challenge that is not a registered charity with the Australian Charities and Not-For-Profits Commission but is deemed worthy of receiving financial assistance to further a certain cause. Recipients may be organisations (e.g. schools, community groups) or individuals (e.g. chronically ill school student).

Kidpreneur Challenge Competition Terms and Conditions

Eligibility

- This competition (“Competition”) is conducted by Club Kidpreneur Limited ACN 144 623 709 of Level 4, 16 Spring Street, Sydney, New South Wales.
- The Competition is a game of skill, and chance plays no part in determining the winners.
- The Kidpreneur Challenge competition is open to children formally attending any Australian primary school. This includes community schools, Schools of the Air, distance education organisations, home schools and other organisations deemed Australian primary school equivalents by the relevant State or Federal Department of Education.
- To participate in the Kidpreneur Challenge, students must have a teacher or other adult facilitator guiding them through the program. Kidpreneurs cannot participate in the Kidpreneur Challenge independently of an adult facilitator.
- To be eligible to enter the Kidpreneur Challenge competition, each entrant must satisfy all of the criteria below:
 - Australian residents only; and
 - aged between 9 and 12; and
 - enrolled in year 4, 5 or 6 in an Australian primary school who is participating in the Club Kidpreneur Ready, Set, Go School Program during 2016 with completion by the end of Term 3; and
 - obtained parental consent to enter; and
 - completed the entry form available at <http://www.clubkidpreneur.com> during the Competition Period;
 - a business team (of no more than four kidpreneurs) submit a 90 sec video that the entrant creates themselves ‘to pitch why their kidpreneur business should win and what they have learned from running a business as part of the Club Kidpreneur program’ as part of the entry form that will act as the ‘competition submission’. Videos submitted elsewhere, including on Facebook or Instagram will not be counted as an entry. Videos that contains broken links or unable to be viewed are also not counted as an entry.
- *Employees and immediate families of the Promoter and suppliers, providers and agencies associated with this Competition are ineligible to enter.*
- The Competition commences 0900 AEST on 1st September 2016 and closes at 1700 AEST on 30th September 2016 (the “Competition Period”). To enter the Competition, eligible entrants must complete the entry form at <http://www.clubkidpreneur.com> and have uploaded the video during the Competition Period.
- The competition will be held once in 2016. Pitch Video Heats will commence 12noon AEST 2nd September 2016 and continues until 23:59 AEST 30th September 2016 (“Voting Period”). The 50 videos uploaded to Club Kidpreneur’s Kidpreneur Challenge YouTube playlist with the most “likes” will qualify for the Finals.
- Incomprehensible and incomplete entries will be deemed invalid.
- Entrants in the competition may only enter once.
- The Promoter may reject an entry if it reasonably forms the opinion that the entry has been entered:
 - using false information;
 - via automated entry means;
 - by the use of a competition entry service;
 - containing objectionable content, profanity, potentially insulting, inflammatory or defamatory statements;
 - that tampers with the entry process;
 - not in accordance with these terms and conditions;
 - by engaging in conduct that is fraudulent, misleading or deceptive; or
 - that may damage the goodwill or reputation of the Promotor and/or any of its sponsors.
- Participating students are registered for the Kidpreneur Challenge through their school via the CK website. A school is considered registered for the

Kidpreneur Challenge when a registration form has been completed and an order has been placed for one or more CK Business Kits using the Registration Form found on the Club Kidpreneur website or by providing details via phone or email to a Club Kidpreneur representative.

Payment

- There is no cost to enter the Competition; however, schools must have paid the school registration fee of \$50 and \$25 per back pack purchased to complete the Club Kidpreneur Ready, Set, Go curriculum. Internet connection and usage rates may apply and are the entrant's responsibility. Entries with unpaid invoices will not be accepted. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
- An invoice will be issued at the time of dispatch of the CK Business Kit order.
 - o Payment terms for the invoice are 21-days from the date of the invoice.
 - o Invoices are issued by email to the facilitator contact email address provided at the time of registration.

Permission

- It is the participating school's responsibility to gain parent/guardian permission for each student to participate in the Kidpreneur Challenge and to submit photos and videos to Club Kidpreneur as a competition entry at the end of the program. Parents must agree to have their child's image (via submitted photos and videos), first and last names and school displayed on the Club Kidpreneur website or YouTube channel as part of their competition entry.
- Club Kidpreneur assumes this photo and video release consent has been obtained by the school from each participating child unless otherwise notified by the teacher or facilitator from the school.
- The participating school acknowledges that photos, videos and entry form information including but not limited to the kidpreneur's first and last names and school could be made available via the Club Kidpreneur website and YouTube channel unless

written notice is given that photo and video release consent has not been obtained from the parent/guardian of each kidpreneur in the respective business.

Data Storage & Privacy

- The teacher, school and kidpreneur's personal information will be stored securely in accordance with Club Kidpreneur's privacy policy and is used for the purposes of conducting the Kidpreneur Challenge according to these terms and conditions only (www.clubkidpreneur.com/privacy).
- Personal information from entrants will not be used for any other purpose not specified in these terms & conditions unless written permission is provided by the affected individual or their parent/guardian.
- Club Kidpreneur may disclose entrants' personal information to its contractors and agents only to assist in conducting this competition or for communicating with entrants if disclosure is required or permitted by law.
- Individuals can request access to the personal information Club Kidpreneur holds about them by contacting the Foundation at info@clubkidpreneur.com.
- Entry into the Competition permits the Promoter to:
 - o Collect, store, handle, access, manage, transfer, use and disclose personal information about the entrant including name, suburb, age and image, in connection with the Competition. This includes transmission outside of Australia. The Entrant may revoke its consent to this clause at any time upon written notice to the Promoter, however, existing uses of the personal information will not be impacted by this revocation or withdrawal of consent; and
 - o Contact the Entrant for any reason related to the Competition or other activities of the Promoter.

Program Resources & Delivery

- Business Kits will be delivered approximately 10 days from the date of order.

- Access to the Kidpreneur Challenge Online Resource Centre is provided via a unique log-in and password once payment is received.
- Kidpreneurs work in teams made up of minimum three (maximum four) participating students. Each team receives one CK Business Kit between them.
 - Each CK Business Kit has a unique Kidpreneur Business Number (KBN) which is to be used for submitting an entry at the end of the competition period.
- To be eligible to enter the Kidpreneur Challenge competition, schools are responsible for completing the following:
 - Providing one CK Business Kit to each team of three kidpreneurs.
 - Teaching Club Kidpreneur's Ready Set Go Curriculum to all participating students.
 - The format and structure of delivery of the curriculum is at the discretion of teachers. The provided resources are a guide only.
 - Assisting participating students to sell products at a market day. Market days may be held:
 - Internally at the school during, before or after school hours
 - Integrated with an existing school event e.g. school fete, drama production etc.
 - In the local community e.g. at a local shopping precinct
 - At a local community event e.g. a community market day
 - It is the school's responsibility to obtain all required parental permissions and photographic / videographic consent required for the market day.
 - Ensuring participating students donate 100% of their profit to a charity or worthy

cause.

- Participating students are encouraged to use the revenue earned from market day to pay back their start-up loan (\$25 per student) to the school and then donate all remaining profits to charity. The donation process (who, when, where) is executed at discretion of schools.

Copyright

- The Kidpreneur Challenge program and competition format, curriculum, materials and resources may not be used, repurposed or sold for commercial gain by any party at any time without written consent from the Club Kidpreneur Foundation. Resources and materials include all video material provided by Club Kidpreneur, lesson plans, worksheets, supplementary resources, all content provided in the Online Resource Centre, photos, and CK Business Kit materials.
 - Facilitators and teachers may only print, display, email or otherwise share or use program resources (including lesson plans and worksheets) for the purposes of delivering the Kidpreneur Challenge to the registered kidpreneurs in the specified term of choice.
 - The program resources may only be shared with another adult facilitator or teacher delivering the Kidpreneur Challenge program under the same registration (i.e. to the same group of participating kidpreneurs) for which the supplying party has registered.
 - The Kidpreneur Challenge materials and resources can only be used for the purposes of delivering the Kidpreneur Challenge program with kidpreneurs who are using a CK Business Kit to build a business.
- All Kidpreneur Challenge entries become the property of the Promoter.

Competition Entries and Pitch Videos

- To enter the Kidpreneur Challenge competition, teams of kidpreneurs must have:
 - Used a CK Business Kit to build a business

- o Worked through the Ready Set Go curriculum with a teacher or other adult facilitator
 - o Sold products at a school or community market day
 - o Donated 100% profits to a charity or worthy cause of choice (includes school fundraising)
 - o Made a pitch video for submission to Club Kidpreneur as part of their Kidpreneur Challenge entry.
- Schools work with participating student teams to create one video per CK Business Kit, reflecting on their experience to pitch why they should win to become Australia's top young kidpreneurs.
 - o Refer to judging criteria for further details.
- Participating students with parent/guardian permission submit an entry to the Kidpreneur Challenge competition through a form on the Club Kidpreneur website.
 - o Only one entry per Business Kit (i.e. per Kidpreneur Business Number) is permitted for the Kidpreneur Challenge competition.
 - o Kidpreneurs enter their Kidpreneur Business Number (KBN) at the time of entry to verify they are a participating kidpreneur in the Kidpreneur Challenge. If multiple entries per KBN are received, only the first entry received will be eligible for the competition.
 - o Each business must also upload its video via the Club Kidpreneur entry form link. Each business can also email the video file and/or link to info@clubkidpreneur.com as a backup to ensure the video is submitted to Club Kidpreneur.
- Club Kidpreneur assumes that in submitting an entry, the teacher or facilitator has obtained photo and video consent and permission from each kidpreneur's parent/guardian to submit the entry information.
 - o It is the teacher or facilitator's responsibility to notify Club Kidpreneur if photo and video

release consent has not been obtained from each parent of the team of kidpreneurs in the business.

- Incomplete or inappropriate entry forms or videos will be deemed invalid and will not be included in the heats or finals. If the entry is deemed inappropriate or offensive it will be removed by Club Kidpreneur administrators at their discretion.
- All information supplied in the competition entry form must be verifiably true and correct and not intentionally misleading.
- An email will be sent to the relevant facilitator or teacher to provide the details submitted by kidpreneurs in their entry and providing the opportunity for the entry to be withdrawn. If the entry is withdrawn, entry information will not be displayed on the Club Kidpreneur website or Club Kidpreneur YouTube channel but may be stored securely in the Club Kidpreneur database.

Competition Pitching 'Heats'

- A Club Kidpreneur representative will upload all completed entry videos to the Club Kidpreneur YouTube channel.
 - o Club Kidpreneur reserves the right to review and screen all submitted material before uploading to Club Kidpreneur's YouTube Channel.
- The Kidpreneur Challenge heats period will be open from 12noon AEST 2nd September 2016 and voting will close 23:59 AEST 30th September 2016, on the Club Kidpreneur Youtube Channel in the 2016 Kidpreneur Challenge Playlist.
- The 50 videos with the highest number of votes (YouTube 'likes') will qualify as finalists to be judged by the panel of entrepreneurs.
- The Promoter does not have control of the "likes" feature located on www.youtube.com and therefore takes no responsibility for the accuracy of the "likes" count. The Promoter will be taking the "likes" count associated with each video as final.
- The finalists will be contacted by the Promoter by email by 7th October 2016.
- In addition to the 50 'most liked' videos, the

Promoter reserves the right to select five wild card finalists from all entries submitted.

Competition Finals

- Judging for the Kidpreneur Challenge finals takes place on Wednesday 5th October, 2016 at Level 4, 16 Spring Street, Sydney NSW.
- Ten (10) winning teams (collectively referred to as “Winners”) will be chosen by a panel of entrepreneurs chosen by the Promoter. The judges will select the Winners based on the judging criteria located at www.clubkidpreneur.com/challenge.
- The judges will also identify two(2) teams as highly commended businesses as reserve winners should any two of the ten winners not confirm and accept their prize.
 - There is no one winner of the Kidpreneur Challenge. All ten winners are deemed ‘equal first’.
 - Judges will base their decisions on pitch videos and data submitted in the online competition entry form.
 - Refer to judging criteria for further details.
 - Judges’ decisions are final and cannot be repealed by any party, except where error, misleading information or foul play are clearly established by Club Kidpreneur representatives or the judging panel.
- The facilitator or teacher of all ten Kidpreneur Challenge winning businesses will be notified by phone and email.
 - Winners are not confirmed or announced until the facilitator or teacher contact provides written confirmation and acceptance of winning by way of written email reply to the announcement email.
 - A 24-hour period from the timestamp of the winner announcement email is given for winner confirmation and prize claiming via email reply from the facilitator or teacher.
- Winners will be publicly announced on 12th October 2016 via channels including but not limited to: the Club Kidpreneur website and email newsletter

announcement.

- The teachers and facilitators of non-winning finalists will also be individually notified via email on the same day.
- The Promoter reserves the right to request Winners to provide proof of identity; proof of residency at the nominated prize delivery address, proof of parental permission forms and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
- The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the entry is of a type described in clause 8. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

Competition Prizes

- The Winners are entitled to a package of prizes for the individual student entrants and their school. Prizes include, but are not limited to:
- School prizes include:
 - 1 x HP Sprout all in desktop computer plus 3DCapture Stage bundle by HP PPS Australia Pty Ltd, total value \$4,589.
- Student prizes include:
 - Goody bag of Moose Toys products, to the value of \$100 per student
 - A one-day business experience at IGNITE partner Moose Toys Head Office in Melbourne for winning teams (maximum four per team) and 1 adult supervisor per team, date to be advised and held during Term 4. Prize includes ground transfers and to and from Moose Toys Head Office; 1 night’s accommodation in a shared hotel apartment for students and adult supervisor; meals for 1 night and 1 day (breakfast and lunch). Winners are responsible for their own travel arrangements to Melbourne and airport

transfers.

- o Spending money, additional meals from what is mentioned above, travel expenses associated with the prizes and all other ancillary costs are the responsibility of the Winners.
- Prize permits are not required for any state and territory in Australia for the Kidpreneur Challenge competition.
- The nature of prizes are at the discretion of Club Kidpreneur and notification of prize items will be advertised via the Club Kidpreneur website.
- Competition prizes are not exchangeable or refundable and cannot be redeemed for cash.
- Club Kidpreneur will not be liable for any damage in transit to prizes nor be liable for failure of delivery companies to deliver the prize to the winner's nominated address if applicable.
- If an advertised prize becomes unavailable for any reason, Club Kidpreneur reserves the right to substitute that component of the prize with another component of equal or greater value.
- Club Kidpreneur may require winners to provide proof of identity, proof of age and proof of prize delivery address. Identification considered suitable for verification is at Club Kidpreneur's discretion.
- Winning schools agree to permit a Club Kidpreneur representative and/or its partners to present prizes to winning teams at a school assembly or other event on a mutually-agreed date in Term 4, 2016.
- Club Kidpreneur reserves the right to disqualify any entry or revoke prizes awarded to entries in breach of these terms and conditions.
- In consideration for the Promoter awarding the prizes to the Winners, each of the Winners hereby permits the Winner's videos, words and images as recorded, photographed or filmed or their name or likeness during the Winner's participation in the prize to appear in connection with the Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world in perpetual and each of the Winners will not be entitled to any fee for such use.

- The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result or winning entries.
- It is a condition of accepting the prize that the Winners must comply with all the conditions of use of the prize and the prize supplier's requirements.

Program and Competition Cancellation & Liability

- If for any reason any aspect of the Kidpreneur Challenge program or competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of Club Kidpreneur which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Foundation may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- Club Kidpreneur 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.
- Club Kidpreneur has no control over telephone communications, the Internet, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Club Kidpreneur is not liable for any consequences of user error by external parties in communications channels including (without limitation) costs incurred.
- Club Kidpreneur accepts no responsibility for any late, lost or misdirected entries including delays in the uploading of the video, completion of the entry form or malfunction of "likes" function due to technical disruptions, network congestion or for any other reason.
- In the event that for any reason whatsoever a Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the prize.

- Should an entrant's contact details change, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to

disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.