



Paul Pholeros
FOUNDATION

Paul Pholeros Foundation
ABN 25 625 347 882
PO Box 495 Newport Beach NSW 2106
www.ppfoundation.com.au

PAUL PHOLEROS FOUNDATION NEPAL PORTABLE HANDWASHING 2020 CHALLENGE.

Contest Terms & Conditions (Terms & Conditions)

Terms and Conditions

1. Information on this competition, including on how to enter and the prizes on offer (**Contest**), form part of these Terms and Conditions.
2. By participating in this Contest, each participant fully and unconditionally agrees and acknowledges that these Terms and Conditions are binding. Entry into this competition is deemed to be acceptance of these Terms and Conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this Contest, these Terms and Conditions prevail.
4. This Contest is a game of skill and chance plays no part in determining the winners. No entry fee is charged to enter the Contest. Each entry will be judged individually based on the criteria specified in these Terms and Conditions. The judges' decision is final and binding and no correspondence will be entered into.
5. These Terms and Conditions are governed by, and are to be interpreted in accordance with, the laws of New South Wales, Australia.
6. The Promoter of this Contest is the Paul Pholeros Foundation (ABN 25 625 347 882) of 21 Hansford Parade, Bilgola Plateau NSW 2107, Australia (**Promoter**).

Eligibility

7. Entry to the Contest is open to residents of Australia, international students studying at an Australian tertiary institution, and who fulfil the requirements set out in these Terms and Conditions (**Eligible Entrants**).
8. All Eligible Entrants must be over 18 years of age.
9. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals, are not eligible to enter this Contest. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

When to enter

10. To enter the Contest, Eligible Entrants must submit their entries via email at info@ppfoundation.com.au by the closing date of 15 January 2021 (**Closing Date**).
11. The Contest commences on 24 September 2020 and ends on the Closing Date as per above (**Contest Period**). The Contest will be conducted during the Contest Period. All times noted in these Terms and Conditions are local times, based on the location of the Promoter (New South Wales, Australia).
12. Unless otherwise stated, any time given in these Terms and Conditions for the opening or closing of the Contest Period will be based on the time in Sydney, New South Wales, Australia at the relevant date (Australian Eastern Daylight Time). Entries which are submitted outside of the relevant Contest Period are ineligible.
13. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
14. Entries must be received by the Promoter during the Contest Period. Online or email entries are deemed to have been received at the time of receipt into the Contest database by the email server that corresponds with the Promoter's Email Address and not at the time of transmission by the entrant.

How to Enter

15. Eligible Entrants can register their interest online on the Promoter's website, at <https://www.ppfoundation.com.au/>. Entrants will be notified immediately by email, and in this email provided with further information about the competition, including the competition brief set out in **Schedule 1**.
16. Eligible Entrants may enter the Contest individually (**Individual**), or as part of a team of no more than ten (10) individuals (**Team**).
17. Eligible Entrants may enter the Contest by:
 - a. registering on the Website before 24 September 2020, following the prompts to the Contest entry page and fully completing and submitting the online entry form with details including the entrant's first name, last name, date of birth, email address, mobile number and residential address (**Personal Details**);
 - b. creating a new, significantly improved or adapted portable handwashing unit (**Design**), that meets the requirements set out on the <https://www.ppfoundation.com.au/> Website (**Website**) and as contained in these Terms and Conditions; and
 - c. electronically submitting the entry in PDF format and video format as appropriate, emailed to info@ppfoundation.com.au (**Promoter's Email Address**) before the Closing Date.
(the **Entry Procedure**).
18. Eligible Entrants may only submit one (1) entry to the Contest and can only participate in one submission. By completing the Entry Procedure, the Eligible Entrant will receive one (1) entry.
19. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the Entry process for the Contest.

Judging

20. Each entry submitted by Eligible Entrants will be reviewed by the Promoter and a panel of experts based in Australia and Nepal, and selected by the Promoter or its affiliates based on the Judging Criteria set out below (the **Judging Panel**). This will take place at the Paul Pholeros Foundation office at 21 Hansford Pde, Bilgola Plateau, NSW 2107 Australia on 5 February 2021 (**Judging Event**).
21. The Judging Panel will judge each entry out of a total of 100 points, using the following criteria:
 - a. Application of design principles and insight behind the concept of the unit (20 points);
 - b. Functionality and aesthetics of the unit and its components (30 points)
 - c. Ability for the unit to be safely transported using a variety of transport modes (20 points)
 - d. Ease of manufacture in Nepal with locally available materials (as set out in Design Brief) (20 points)
 - e. Reasonableness of cost of production per unit (10 points)
(**Judging Criteria**).
22. The highest scoring entry as determined by the Judging Panel will be announced as the winner of the Contest. This announcement will be made on the Promoter's website, and the winning Individual or Team will be notified via letter and email.

Prizes

23. The prize for this Contest is:
 - a. AUD \$1,000 (including GST) (**Cash**); and
 - b. the opportunity to work with a local team of the Promoter based in Nepal to assist with their building of prototypes of the winning Design, evaluating trial usage and any necessary re-designing of the prototypes (**Development Process**),

(together, the **Prize**).

24. The Cash component of the Prize will be paid in two instalments of AUD \$500. The first instalment will be payable upon the relevant entry being judged as the winner, and the second upon completion of the Development Process to the reasonable satisfaction of the Promoter but by no later than 30 June 2021. The Cash will be deposited into the winning Entrant's nominated bank account.
25. By refusing, or failing to adequately participate in the Development Process, to the Promoter's reasonable satisfaction, the winner will forfeit the second instalment of the Cash.
26. No part of the Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified by the Promoter.

Notifying winners

27. The Prize winner will be notified by letter and electronic message by no later than 7 days before "announcement". The Prize winner will be announced by online publication on the Promoter's website by 15 February 2021.

Claiming prizes

28. Prize winners must claim their prize within ten (10) days of being notified, and in accordance with any claim instructions provided by the Promoter to the winner.
29. As a condition of claiming any prizes associated with this Contest, winners must be prepared to take part in any publicity accompanying or resulting from the Contest. No additional compensation will be awarded for such Contest related activities.
30. If a prize is not accepted or claimed by the prize claim dates stipulated in these Terms and Conditions, the relevant winner's entry will be deemed invalid. The Promoter may, at its absolute discretion, distribute the unclaimed prizes to the next highest scoring Eligible Entrant as judged by the Judging Panel or withdraw the prize unawarded, subject to any directions given by any relevant authority. Any unclaimed prizes will be reallocated towards charitable purposes as determined by the Promoter. The Promoter is under no obligation to award any unclaimed prize.

Licence

31. By participating in this Contest each participant grants the Promoter and its affiliates, including goods manufacturers, a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute, disseminate, develop, modify, commercialise, market and sub-license all intellectual property rights in the Design that are capable of being licensed to the Promoter, and to enter into distribution, industrialisation / commercialisation, development and such other commercial agreements as the Promoter sees fit (the **Licence**).
32. For the avoidance of any doubt, entrants retain intellectual property rights over their Design, and agree to grant the Licence, which includes:
 - a. unlimited use of the Design for marketing, PR and other similar commercial purposes related to the Contest; and
 - b. permission:
 - i. to share with, and / or present the Design to engineers, architects, industrial designers and manufacturers with the aim of inspiring new infrastructure designs or products; and
 - ii. to commercially produce the Design or an improved variation.
33. By participating in this Contest, entrants provide unconditional and irrevocable consent to the Promoter (and its successors, assigns and licensees) to all acts or omissions by the Promoter or any persons or entities authorised by the Promoter that would otherwise infringe any moral rights of the entrant or any other creator/person in the Entry, as described in Part IX of the *Copyright Act 1968* (Cth), or any analogous rights that exist or may come to exist anywhere in the world. Without limiting the foregoing, you consent to the Promoter reproducing or publishing any Entry without attributing authorship.

General

34. The Judging Panel may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
35. The Judging Panel may offer an opportunity to other entrants whose entries offer valuable design details that could be beneficial to the development of the winning entry, to participate in the Development Process. Any such other entrants selected by the Judging Panel will not be entitled to any of the Cash component of the Prize.
36. The Promoter reserves the right, at any time, to validate and check the originality of entries and entrant's eligibility (including an entrant's identity, age and place of residence). Entrants must provide the requested evidence within ten (10) days of the Promoter's request. In the event that a winner cannot provide suitable proof, or within the requested time frame as requested by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win.
37. Eligible Entrants agree that they are fully responsible for any materials they submit via the Contest including but not limited to the Design and their answers to questions on the entry form relating to their Design (**Entry**). The Promoter shall not be liable in any way for such an Entry to the full extent permitted by law. The Promoter may remove or decline to use any Entry without notice for any reason whatsoever. Eligible Entrants warrant and agree that:
 - a. they will not submit any Entry that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for use or publication;
 - b. their Entry shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior written consent from any person or from the owner(s) of any property that is used in or that appears in their Entry;
 - d. the Design is an original work of the entrant that they own all intellectual property rights in or they will obtain full prior consent, in writing, from any person or entity who has jointly created or has any rights in the Design (including but not limited to their employer) to the uses and licensing contemplated by these Terms and Conditions. For the avoidance of doubt, if an entrant creates the Design or any part of the Entry in the course of their employment, where intellectual property and other rights in the Design or any part of the Design may vest in their employer, or the Design, any part of the Design, or any rights therein, may in any other way be owned or restricted by their employer or any other entity or person, the entrant must obtain full prior consent from their employer, or any other person or entity, as applicable, to granting the Licence (as defined above) over the Entry to the Promoter, as contemplated by these Terms and Conditions;
 - e. the Design, and any use of the Design by the Promoter or any party authorised by the Promoter, does not and will not infringe the rights of any third party;
 - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' equipment, computer or communication systems.
38. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
39. Prizes are subject to the standard terms and conditions of individual prize and service providers. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
40. Prizes, or parts thereof, provided by a third party are subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
41. The Promoter reserves the right in its absolute discretion to cancel the Contest at any stage, including in the event of circumstances arising beyond its reasonable control.

42. The Promoter collects personal information from all participants in order to conduct the Contest. By participating in this Contest, it is necessary for you to submit personal data and for the Promoter to process this personal data. Entry to the Contest and eligibility to be awarded the prize is conditional on providing the personal data requested. Upon accepting these Terms and Conditions, you consent to your personal data being collected, stored, processed and used by the Promoter for the duration and handling of the Contest and awarding of the prize. Unless agreed upon otherwise, the collection, use and processing of personal data is conducted in accordance with the uses and disclosures in these Terms and Conditions and the Promoter's privacy policy which can be viewed at <https://www.ppfoundation.com.au/>.
43. If the personal information requested is not provided, the participant may not participate in the Contest or claim a prize and their entry may be discarded. It is a condition of entry into the Contest that the winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Contest or the prize, and participates in any media releases which may include photographs of the winner by the Promoter or any of its affiliates. By entering this Contest, participants consent to the use of their names and likenesses in this manner.
44. The Winner may be liable to declare the prize for taxation purposes and will be liable for any tax payable in respect of a prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the prize and the potential impact on their personal financial situation prior to entering the Contest.
45. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any of its affiliates make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these Terms and Conditions.
46. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited.
47. To the maximum extent permitted by law, the Promoter and any of its affiliates expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Contest or the acceptance of any prize. The winner indemnifies the Promoter and its affiliates against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any of its affiliates arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the winner, participation in any prize, or its breach of these Terms and Conditions.
48. Neither the Promoter nor any of its affiliates will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.
49. If this Contest is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Contest), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Contest for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Contest at its absolute discretion.
50. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

These Terms and Conditions are written in English but may be translated into other languages. In the event of any inconsistency between the English version and any foreign translation, the interpretation of the English version will prevail.

SCHEDULE 1 Competition Brief -Design Considerations.

General

- Water storage and dispensing can be through a 20 litre water bottle; these are the standard water bottles for commercial and domestic use in Nepal. Other suitable water containers can be used.
- Support the water storage with a durable and strong structure that can be assembled for use, then disassembled after use.
- This structure will contain mechanisms that link to the water bottle for water dispensing and management, and safe collection of water for individual hand washing.
- The structure must be able to be packed into a protective box or container, the water bottle can be transported separately.
- Wastewater disposal is an important consideration. This can be collected within the unit and disposed of on site or in an appropriate location.
- The unit will need to be easily manufactured with local materials and skills in Nepal.
- Up to 100 people using the unit per day.
- Environmental impact, weight, aesthetics and possible tampering also to be considered.

Water dispensing

- The 20 litre water bottle, pictured. Further information re dimensions can be found at the end of the Brief.



- Tap/ Isolation valve to turn the water on and off with a minimum of effort.
- Consider the chain of microbial transmission, where hands are contaminated before washing and therefore should not be used for water dispensing and control ie "No touch" with the hands.
- Consider how much water per "dose" to achieve greater water conservation and reduce water costs.
- Hands are to be washed for 20 seconds and according to the WHO guidelines.

Soap

- Provide a soap holder and /or shelf for a soap bar. Not hand sanitiser or liquid soap. We are demonstrating a model of hand washing that uses items locals will have at home - bar soap and water.

Supporting Structure

- Durable enough to stand for a number of years without maintenance.
- Able to be erected/packed without any tools - not always available and if so, they tend to go missing.
- Wastewater to be managed within the frame of the unit. This can be emptied periodically during the day to a safe location.
- Needs to be packed to a small compact size for transport in the back of a ute ("Jeep" in Nepal) or similar and/or aeroplane transport.
- An A4 sheet with assembly and operations instructions included, diagrams with no text. This will be adhered to the side panel.
- An A4 sheet with instructions on hand washing be included. This will be adhered to the side panel.
- Include a PPF logo.
- Include a serial number for traceability.
- All dimensions in Metric and Imperial.
- Protective, sturdy and dust proof packing case or bag.