

PwC's 21st Century Minds Accelerator Program

Terms & Conditions

PricewaterhouseCoopers (**PwC, we or us**) is responsible for the 21st Century Minds Accelerator Program (the **21CM Accelerator Program or the Program**) designed to unearth, grow and scale Australia's best education initiatives focussed on building Australia's pipeline of innovators and problem solvers. Participation by you, your organisation and other team members (**you**), in the 21CM Accelerator Program is subject to the terms and conditions set out in this document (**Terms and Conditions**).

1. Acceptance

By using the 21CM Accelerator Program website and applying to the Program you confirm that you have read and agree to comply with these Terms and Conditions.

If you are applying on behalf of an organisation or a team, you confirm that you are authorised to apply to the 21CM Accelerator Program and to accept these Terms and Conditions on their behalf.

2. Collection and use of your information

You consent to PwC collecting, using and disclosing your personal information in relation to, or regarding, the 21CM Accelerator Program in accordance with the *PwC Information Collection Statement* (contained in the attached Schedule), which you acknowledge you have read and understood, including collecting your name, age, email, phone number, state, employer and occupation (as relevant).

If you provide personal information on behalf of another person you confirm that you have received their informed consent prior to providing it to us and that you have provided to the relevant person(s) a copy of the *PwC Information Collection Statement* (contained in the attached Schedule) which they have acknowledged they have read and understood.

3. Selection process

Once you have submitted your application to PwC, we will review the initiative's suitability for the 21CM Accelerator Program, based on our selection criteria, and you will be advised as to whether your application is successful. The selection process will be determined at PwC's sole discretion.

You acknowledge and agree that due to our professional and ethical obligations, including maintaining independence, it is at our complete discretion whether you or your organisation, or the initiative, may be accepted into the 21CM Accelerator Program.

4. Participation in the 21CM Accelerator Program

Acceptance into the 21CM Accelerator Program is pursuant to you and your team confirming, to the best of your knowledge, you will be able to attend all events associated with the 21CM Accelerator Program (i.e. the events associated with the interview and selection process, the programs of our accelerator providers and the events of the 21CM Networks Program).

A travel allowance may be provided to some participants required to travel interstate to attend the abovementioned events. The amount of financial assistance, if any, allocated to each participant will be determined at the sole discretion of PwC.

As a participant in the 21CM Accelerator Program you must comply with these Terms and Conditions and comply with all applicable laws and regulations.

You acknowledge and agree that you must not:

- a. utilise, in full or in part, any material that is illegal or infringes any third party intellectual property rights, confidentiality or any other relevant rights. You agree not to use any material that may be considered defamatory, libellous, threatening, abusive, offensive, misleading or is otherwise inappropriate;
- b. disclose information that contains or relates to 'sensitive information' (as the term is defined in the *Privacy Act 1988*) such as a person's race or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, or sexual preference, etc., unless you have received prior informed consent to do so from each relevant person and only to the extent such 'sensitive information' is required in connection with your initiative and is provided in accordance with the requirements of the *Privacy Act 1988* and in compliance with the Australian Privacy Principles;
- c. impersonate another person, entity or otherwise misrepresent your identity, qualifications, affiliations or other information about you or the initiative;
- d. engage in any conduct that is unlawful, disruptive, causes or may cause embarrassment, distress or discomfort to another or is otherwise inappropriate; or
- e. do anything, including uploading, posting, linking to or otherwise publishing or transmitting any material that could damage the reputation or brand of PwC or result in PwC or a person related to PwC being in breach of any law or being liable to anyone else. A person related to PwC includes, but is not limited to, any of PwC's partners, employees or contractors.

PwC may terminate your placement in the 21CM Accelerator Program at any time and at our sole discretion if you are in breach of these Terms and Conditions.

5. PwC name and logo

You may not use PwC's name or logo in any way unless:

- a. you have PwC's written approval prior to the publication or dissemination of any material which incorporates PwC's name or logo;
- b. you use PwC's name or logo as precisely approved and strictly in accordance with PwC's terms of use, requirements and procedures. Any consent of use (if any) by you will be strictly limited to use in connection with the 21CM Accelerator Program and for no other purpose;
- c. you agree that any consent of the use of PwC's name, brand, trade mark or logo does not vest any right or ownership in you in respect of PwC's name, brand, trade mark or logo; and
- d. you do not register any trade marks, company or business names, logos, symbols or designs or other indicia using PwC's name, brand, trade mark or logo or any part of it.

6. Termination

Independence – Changes to the law or other circumstances beyond our reasonable control may mean that your or your organisation's participation in the 21CM Accelerator Program may result in us ceasing to be independent of an audit client. If that happens, we may terminate this agreement immediately by giving you notice in writing.

7. Responsibility and liability

PwC accepts no responsibility or liability of any kind to you in connection with your participation in the programs of the accelerator providers participating in the 21CM Accelerator Program. The accelerator providers are solely responsible for the design and management of their respective accelerator programs.

Your acceptance into the 21CM Accelerator Program does not constitute a professional relationship with PwC and as such any involvement or information obtained from a PwC representative in connection with the 21CM Accelerator Program cannot be considered professional advice or services.

No professional relationship of any kind arises from your participation in the 21CM Accelerator Program unless PwC agrees to provide services to you pursuant to a relevant agreement.

You agree that we are not in a partnership, joint venture, fiduciary, employment, agency or other relationship with you. Neither of us has power to bind the other.

8. Precedence

Your acceptance of these Terms and Conditions does not affect the respective rights of the parties to any 'relevant agreement', being any engagement contract or other agreement with PwC for the provision of services to you or the organisation.

If you or the organisation are a party to a relevant agreement, the relevant agreement takes precedence to the extent it is inconsistent with these terms.

9. Governing law

These Terms and Conditions are governed by the law of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of that State.

Schedule 1

PwC Information Collection Statement

PwC respects your privacy

PriceWaterhouseCoopers (**PwC, we, us, our**) is committed to protecting your privacy. We are bound by the Privacy Act 1998 (Cth) and comply with our obligations under the Australian Privacy Principles.

We collect your personal information directly from you as an applicant of the 21CM Accelerator Program and in connection with PwC's related activity to promote the uptake of science, technology, engineering and maths. You can opt out of receiving these communications from us at any time.

We will only disclose your personal information as described in our Privacy Policy, and you consent to us disclosing your personal information on that basis. PwC is a global network, with member firms located around the world. We may transfer or disclose your personal information to PwC member firms,

but only for the purposes set out above. You can find a list of countries in which PwC member firms are located here: [PwC territory sites](#). We also uses third party service providers such as IT, web hosting, data storage, back-up and data analysis service providers located in various countries, to process data on our behalf. These service providers are bound to maintain appropriate levels of data security and confidentiality, and to process personal data only as instructed by PwC.

You have a right to access any personal information we hold about you, and you can ask us to update, correct or delete your personal information. For more information on how you can access your personal information, opt-out, or contact us with any questions, concerns or privacy related complaints, please see our Privacy Policy which is available at www.pwc.com.au/privacy or contact us at privacy.officer@au.pwc.com.