



GENERAL TERMS OF USE

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY ENTROPOLIS PTY LTD ABN (“COMPANY (1)”) OR KIDPRENEUR CHALLENGE LTD (“COMPANY (2)”). BY VISITING THIS WEBSITE OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO USE THE WEBSITE OR SERVICES. ACCESS TO THE WEBSITE AND USE OF COMPANY’S SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS.

This Agreement applies to schools, school districts, and related entities and organizations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an “Educational Institution”), as well as all non- Educational Institution visitors, users, and others, including students, their parents and legal guardians, who use the Services (such individuals and Educational Institution, collectively, “you”). If you’re an Educational Institution, Entropolis Pty Ltd Additional Terms of Use for Educational Institution apply to you too.

ACCESS TO THE SERVICES. The www.theentropolis.com website and domain name, the Entropolis branding landing pages and the Kidpreneur Challenge branded landing pages within it, and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Company (1) and Company (2) in connection therewith (collectively, the “Website”) are owned and operated by Company (1). Subject to the terms and conditions of this Agreement, Company (1) and Company (2) may offer to provide certain services, as described more fully on the Website, and that have been selected by you (together with the Website, the “Services”), solely for your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website, any service Company 1 performs for you and the Content (as defined below) offered by Company (1) and Company (2) on the Website. Company (1) may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. Company 1 may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. Company (1) reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

Because some of our users may be interested in it, we have included some information below related to the Privacy Act requires that online service providers obtain parental consent

before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through the Services from a child under 13 where that student’s school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Services. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at hq@theentropolis.com.

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with the Privacy Act meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms, our Privacy Policy, and Entropolis Pty Ltd Additional Terms of Use for Educational Institution. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of the Privacy Act compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms and their own behalf). If you’re agreeing to these Terms on behalf of an organization or entity (for example, if you’re an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.



THEENTROPOLIS.COM TERMS OF USE

If you are a school, district, or teacher, you may have the Company generate an access code for you to use with each limited access group you administer (an "Access Code"). For example, if you wished to establish a closed group among yourself, as a teacher, and your 4th grade class, you would distribute the Access Code only to those members of your 4th grade class that you wanted to view what was going on within that group. Everyone to whom a group administrator distributes the Access Code to will be a member of that "Limited Access Group." Students will log into the Services using accounts created by teachers, school administrators or teachers or students may log in through their Google Apps For Education log in and use an Access Code to join a Limited Access Group.

SERVICES CONTENT. The Services and its contents are intended solely for the personal, non-commercial use of Services by users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "Content," and which includes User Submissions (as defined below) are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Services are protected by copyright as a collective work and/or compilation, pursuant to Australian copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content (and other items displayed on the Services for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, non-commercial use is expressly prohibited without prior written permission from Company or from the copyright holder identified in such Content's copyright notice. If you link to the Website, Company may revoke your right to so link at any time, at Company's sole discretion. Company reserves the right to require prior written consent before linking to the Website.

In the course of using the Services, you and other users may provide information which may be used by Company in connection with the Services and which may be visible to certain other users. Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where

applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy and Entropolis Pty Ltd Additional Terms of Use for Educational Institution to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Company a license to translate, modify (for technical purposes, for example making sure your content is viewable on your mobile device / tablet as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Company account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Company the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Services necessary to do so.

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (each, a "Limited Access User Submission"), then you grant Company the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Services necessary to do so. Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in your Limited Access Group, you grant the other members of the Limited Access Group the rights necessary to view that project and to create derivative works by adding to and modifying it.

If you share a User Submission in a public "community" on the Services or in a manner that more than just you or your Limited Access Group can view (a "Public User Submission"), then you grant Company the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all Company users and providing you the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with Company and the Services, provided that Company will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in a public "community", you grant the other members of the "community" the rights necessary to view that project and to create derivative works by adding to and modifying it.



THEENTROPOLIS.COM TERMS OF USE

Any user and Company may use, modify, reproduce, display, perform, distribute or create derivative works of a Public User Submission or a Limited Access User Submission (for which they have permission to access), provided that such user or Company must provide attribution to the original author(s).

You agree that the licenses you grant are perpetual, royalty-free, irrevocable, sub-licenseable, transferable and worldwide. Finally, you understand and agree that Company, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content. You understand that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Company cannot guarantee the authenticity of any data which users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

RESTRICTIONS. You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You understand and agree that Company shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

WARRANTY DISCLAIMER. Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions



THEENTROPOLIS.COM TERMS OF USE

you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding the accuracy of descriptions anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Company or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product or service. THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

PRIVACY POLICY. For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy at <http://www.ENTROPOLIS.com/privacy>, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Company's Privacy Policy. Particularly, records that are: (1) directly related to a student, and (2) maintained by an educational agency or institution or by a party acting for the agency or institution are "Education Records" protected by the provides that an Educational Institution may disclose personally identifiable information from Education Records to a provider, like Entropolis Pty Ltd, to perform an institutional service or function with a legitimate educational interest in the Education Records if certain conditions have been met. We have specified such conditions in Entropolis Pty Ltd Additional Terms of Use for Educational Institution, which is hereby incorporated by reference. If you are an Educational Institution, your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Entropolis Pty Ltd Additional Terms of Use for Educational Institution.

REGISTRATION AND SECURITY. As a condition to using some aspects of the Services, you may be required to register with Company and select a password and user name ("Company User ID"). You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. In certain situations, your Company User ID may be selected for you by your school or

district; the same rules apply to them when they select a Company User ID for you. You may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; or (ii) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization. Company reserves the right to refuse registration of or cancel a Company User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password. If you access the Service through a third party site or service, you will provide your third party account credentials to Company, and you are consenting to have the information in those accounts transmitted into your Company account, and you agree that you shall only use accounts owned by you, and not by any other person or entity.

INDEMNITY. You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

LIMITATION OF LIABILITY. To the fullest extent allowed by applicable law, in no event shall company or its suppliers, or their respective officers, directors, employees, or agents be liable with respect to the website or the services or the subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory (i) for any amount in the aggregate in excess of the greater of \$100 or the fees paid by you to company hereunder during the 12-month period preceding the applicable claim; (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever; (iii) for data loss or cost of procurement of substitute goods or services; or (iv) for any matter beyond company's reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

FEES AND PAYMENT. You shall pay all applicable fees, as described on the Website and/or your account settings in connection with the Services selected by you. You shall be responsible for all taxes associated with your use of such Services, including, without limitation any federal, state, local or foreign taxes or any sales or use taxes. Company reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. Your use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder are non-refundable.

INTERACTION WITH THIRD PARTIES. The Services may contain links to third party websites or services ("Third Party Services") that are not owned or controlled by Company, or the Services may be accessible by logging in through a Third Party Service, as described more fully in our Privacy Policy. When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services



relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Service. By using the Services, you expressly relieve and hold harmless Company from any and all liability arising from your use of any Third Party Service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users or third parties, you hereby release Company, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes.

TERMINATION. This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Company may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

MISCELLANEOUS. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable

or sublicensable by you except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede. Except as expressly set forth in Section "APPLE DEVICE AND APPLICATION TERMS" below, you and Company agree there are no third party beneficiaries intended under this Agreement.

ARBITRATION; GOVERNING LAW. The laws of New South Wales govern this agreement and Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them. This Agreement shall be governed by and construed in accordance with the laws of New South Wales without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New South Wales, Australia using the English language. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Australian Courts located in the state of New South Wales.

COPYRIGHT DISPUTE POLICY. Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.icweb.loc.gov/copyright/legislation/dmca.pdf). The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:



THEENTROPOLIS.COM TERMS OF USE

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

Identification of works or materials being infringed;

Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;

Contact information about the notifier including address, telephone number and, if available, email address;

A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and

A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

to remove or disable access to the infringing material;

to notify the content provider, member or user that it has removed or disabled access to the material; and

that repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Services.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

A physical or electronic signature of the content provider, member or user;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the

content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at the following address: Email us at hq@theentropolis.com or contact us at Level 4, 16 Spring Street, Sydney NSW 2000 Australia

Effective: December 1, 2017

THEENTROPOLIS.COM

1. INTRODUCTION

1.1. By accessing and using the Site You accept and agree to be bound by these Terms and accordingly you should review them carefully. If you do not accept these Terms You must not access or use the Site.

1.2. Our Privacy Policy and all other notices and communications We provide through the Site will form part of and be subject to these Terms. Unless otherwise specified to the extent of any inconsistency or conflict between information in any communication or notice and these Terms, these Terms will prevail.

1.3. We may change these Terms at any time without notice. Please review these Terms regularly when You access the Site to ensure You are aware of any changes made.

2. DEFINITIONS

Account means an account registered through this Site.

Applications mean the Advice|Market and Decision|Bank application and any other applications endorsed by us from time to time.

Content means data, information, software, text, blogs, images, movies, animations, links or other references to other websites, persons or information or any other digital media whether currently existing or not that may be displayed, delivered through or otherwise embodied in the Site.

Digital Product means a product which is delivered electronically to the purchaser via the Internet.



THEENTROPOLIS.COM TERMS OF USE

Direct Communication means email, SMS, instant message or any other direct electronic communication.

ENTROPOLIS means ENTROPOLIS PTY LTD (ACN 168 344 018)

KIDPRENEUR CHALLENGE means KIDPRENEUR CHALLENGE LTD (ACN 144 623 709).

Intellectual Property means all present and future rights to trade marks, domain names, logos, patents, inventions, copyrights and all similar rights in any part of the world whether registered or unregistered, which directly or indirectly relate to any information, media or process utilised by or embodied in ENTROPOLIS and KIDPRENEUR CHALLENGE.

Member means a user that has registered an account with us to access the service.

Physical Products means any product which is not a Digital Product.

Products mean Physical Products and Digital Products.

Services mean the services offered by Us through this Site to Members.

Site means all web pages located at <http://www.ENTROPOLIS.com> including all sub-domains and related sites.

Terms means these website terms and conditions between You and Us.

Us, We and Our mean ENTROPOLIS Pty Ltd (ACN 609 804 417).

User means a user who has complied with these Terms and accesses the Site but does not have an Account.

You and Your mean a person who accesses the Site.

3. ABOUT

We are building a large-scale curated digital colony of young entrepreneurs, adult entrepreneurs and entrepreneurship experts and advisors, sharing wisdom and collaborating to execute the next generation of game changing, peak performance and investment attractive businesses. Our custom-designed and scalable platform incorporates an online workplace, bespoke tools and apps, and social network to facilitate and enhance advice sharing and creation of expert teams to build out amazing entrepreneurial ideas.

4. ACCESS AND USE OF SITE

4.1. Subject to these Terms, You may access and use the Site at no charge and without registering an Account.

4.2. You acknowledge and accept that access to and use of parts of the Site may:

(a) be restricted to Members

(b) be subject to terms and conditions in addition to these terms

(c) require payment

(d) the imposition or removal of any access or use restrictions for any part of the Site is at Our sole discretion.

5. PRIVACY

We are committed to protecting Your privacy. Please refer to Our Privacy Policy at for further details on how We collect and protect Your information.

6. REGISTERING AN ACCOUNT

6.1. It may be necessary to register an Account to access various Services and Products.

6.2. When Account registration is required You will be notified at the time of registration and required to follow Account registration procedures which may include You being required to:

(a) validly enter Your email address, a password and all other information requested in the registration section of the Site;

(b) signify Your acceptance of these Terms in addition to any other conditions which apply to that Product or Service which are displayed at that time.

(c) and pay a fee.

6.3. Accepting these Terms and any additional terms and conditions displayed during the registration process is an important part of the registration process and you should carefully read these terms and any additional terms and conditions which apply before registering an account with us.

6.4. You must keep your Account password confidential. You are responsible for any activities or transactions made using your account and We are not liable for any damage or loss which results from unauthorised access to your account. You must immediately notify us of any unauthorised access or use of your account of which you become aware via the Contact Us section of the site.

6.5. Unless otherwise stated in any additional account registration terms your account is not transferrable and you may only register one account.

6.6. When registering an account you must provide us with accurate and truthful registration information, including, but not limited to, your name, address, telephone number, and email address to keep your registration information current.

7. CONTENT

7.1. We derive Content from sources which We believe are accurate and up to date as at the time of publication, however, We do not make any representation or warranty as to the currency, reliability, suitability, accuracy or completeness of any Content provided via the Site.

7.2. While we use reasonable commercial endeavours to update content embodied in the site, You indemnify and release us from all liability for any claim, loss, damage, cost or expense



that directly or indirectly results from your reliance on any content provided on the site.

7.3. We may engage third parties to author, design or provide Content for inclusion in the Site. You acknowledge and agree that in relation to all Site Content contributed by third parties:

(a) any views or opinions expressed in that content are the views and opinions of that third party and not ours.

(b) despite any attribution of authorship or lack thereof, the responsibility and liability for ensuring the accuracy, legality, completeness and currency of Content lies exclusively with the third party who provided it.

8. APPLICATIONS

8.1. We may enable you to upload content using the applications.

8.2. You acknowledge and accept that when using the applications:

(a) Any content uploaded by you is your own and does not infringe any third party Intellectual Property Rights.

(b) You will abide by all other provisions of these terms.

8.3. All data and information you upload via an application will be handled in accordance with Our Privacy Policy.

9. TRANSACTIONS

9.1. You may be required to make a transaction through the site for products and services.

9.2. All transactions made through the site will be covered by these terms and any additional terms or conditions displayed during the finalisation of the transaction.

9.3. All Products and services offered on the site are subject to the restrictions and disclaimers contained in these terms in addition to any other terms and conditions which apply to those services.

9.4. By completing a transaction you agree to pay all amounts related to the transaction including all taxes and delivery charges by the relevant due date. Once a transaction is completed on the site it cannot be cancelled or reversed.

9.5. You acknowledge and accept that for any transaction related to products or services supplied by third parties:

(a) We only facilitate your purchase of those products or services from the relevant third party supplier and are not responsible for the supply of the products or services.

(b) Those products or services may be subject to additional third party terms and conditions. You should review these terms and conditions before making any transaction for third party products or services.

(c) Any description or images on the site of third party products and services are provided by the relevant third party supplier and not us.

(d) To the extent permitted by law and in addition to any other part of these terms, We accept no liability for any loss or damage directly or indirectly related to any third party product or service purchased through the Site, including a third party's inability to supply a particular physical product or service.

(e) Any warranty claims related to third party products or services purchased through the site will lie with the third party supplier of the product or service and not us.

9.6. Subject to clause 9.8, the safe and timely delivery of any product purchased through the site is the sole responsibility of the supplier of that product.

9.7. You acknowledge and accept that, while we make all reasonable commercial efforts to ensure transactions occur in a secure environment, transacting through the internet has inherent risks and we are not responsible for any unauthorised:

(a) Interception, modification or diversion of a transaction request.

(b) Access or copying of details relating to a transaction (including personal or financial information)

(c) Failure to deliver a digital product, where that failure is not directly caused by our deliberate actions.

9.8. We reserve the right to modify, suspend or cancel any transaction for any reason.

10. COMMUNICATIONS FROM US

All direct communications from us to you will be in accordance with Our Privacy Policy.

11. COMMENTS AND POSTS

11.1. The site may allow users to submit or post comments on different sections of the site.

11.2. By submitting comments to us, You grant Us a non-exclusive, irrevocable, perpetual, royalty free and worldwide licence to use and deal with Your Comment.

11.3. You agree that You will not enforce any Moral Rights You may have in any Comment submitted to Us and You agree that We may use Your Comments in any manner which We see fit without acknowledgement or reference to Your Moral Rights.

11.4. Comments must not, in any way whatsoever, be potentially or actually harmful to Us or any third party, where "harm" includes, but is not limited to non-economic loss that will or may be suffered by Us. Without limiting any provision of these Terms, You warrant Your Comments are not:

(a) false, inaccurate or misleading or deceptive

(b) fraudulent or involve the sale of counterfeit or stolen items



(c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy

(d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and the Competition and Consumer Act 2010 (Cth))

(e) defamatory, libellous, threatening or harassing;

(f) obscene or contain any material that, in Our sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images and, if otherwise adult in nature, will be distributed only to people legally permitted to receive such content

(g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of ENTROPOLIS, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information

(h) create liability for us or cause Us to lose (in whole or in part) the services of our ISPs or other suppliers.

12. CLOSING ACCOUNTS

12.1. Subject to any additional terms specific to an Account, You may close any of Your Accounts at any time.

12.2. We reserve the right, without notice to You and at Our complete discretion, to refuse to register Your Account or close Your Account if We believe You:

(a) Have breached any part of these Terms;

(b) are likely to breach any part of these Terms

(c) have acted against Our business interests or reputation.

12.3. You will not be entitled to recover any fees if Your Account is closed in accordance with clause 12.2.

13. INTELLECTUAL PROPERTY

13.1. By accessing and using the Site You acknowledge and agree:

(a) That We are either a licensee or owner of all rights, titles and interests in the Intellectual Property and You will not hinder, impede, invalidate or challenge Our ownership or entitlement to use or register any part of the Intellectual Property in any way, or do any act which may diminish the value of the Intellectual Property.

(b) Any use, downloading, copying, adaption, modification, communication or reproduction of any part of this Site or the Intellectual Property is strictly prohibited unless necessary for and incidental to Your access and use of the Site.

(c) You must not otherwise copy, upload, communicate, modify, transmit, reproduce, distribute or in any way exploit any of the Site, the Content or the Intellectual Property, without Our prior written authorisation.

13.2. Certain software and other Content provided or available through the Site may be stated to be subject to special or additional rules or conditions which will form part of these Terms.

13.3. You agree to use the Site for lawful purposes only.

14. CONTENT SHARING

14.1. Any Content You upload to the Site is Your property and You acknowledge that ENTROPOLIS may use that Content to populate the Site.

14.2. Nothing in these Terms restricts or prohibits You from using or distributing Your Content outside of the Site, including to third parties.

14.3. At any time You may request that any Content You have uploaded be removed from the Site, and ENTROPOLIS will remove such Content within a reasonable period of time.

15. MODIFYING AND TERMINATING THE SITE

15.1. We reserve the right to modify, update or terminate the Site or any part of the Site at any time and at Our absolute discretion, without notice or liability to You.

15.2. Any change or modification to the Site or these Terms is effective immediately upon them being posted on the Site. If any such change or modification is unacceptable to You, You must not use the Site. If following any such change or modification You continue to use the Site, Services or Content, then You will be deemed to have accepted those changes or modifications.

16. HYPERLINKS

16.1. We have no control over and are not responsible for the content of any third-party:

(a) Site for which a hyperlink is provided or displayed on the Site.

(b) site framed within the Site.

(c) advertisements displayed on the Site.

16.2. We expressly disclaim (and do not endorse or verify) the accuracy or reliability of content on third-party websites described in clause 16.1.

16.3. Hyperlinks are provided on the Site for Your convenience only and may not be current or operational. Our use or inclusion of a hyperlink on the Site is not an endorsement, approval or recommendation of the linked website or its content.

16.4. We are not responsible for the content or privacy practices associated with third-party websites and accessing these sites you should read their terms, conditions and privacy



statements. Your use of or reliance on any third-party website is at Your own risk absolutely.

17. DISCLAIMER

17.1. All content, tools or other data on the site is provided as general guidance only and does not constitute business, financial, taxation or accounting advice and should not be used for any specific purpose or in substitution for specialised independent advice.

THEENTROPOLIS.COM/KIDPRENEUR CHALLENGE FOR EDUCATION INSTITUTIONS

Ownership

All Kidpreneur Challenge branded material including, pdfs, videos, curriculum / program materials, games, images, text and artwork featured on the Kidpreneur Challenge 'precinct' and product pages etc. on this website are the property of Entropolis Pty Ltd. Material cannot be used or reproduced without written permission. Contact us to obtain permission.

KIDPRENEUR CHALLENGE

2018 Kidpreneur Challenge Definitions:

Business – The entity created 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.

KC - Kidpreneur Challenge

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 Kidpreneur Challenge website to be eligible to win the Kidpreneur Challenge competition.

Facilitator – The adult responsible for guiding kidpreneurs through the Kidpreneur Challenge delivering the Kidpreneur Challenge 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 Kidpreneur Challenge 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 Kidpreneur Challenge 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 with associated Kidpreneur Business Number.

Kidpreneur Business Number (KBN) – The unique number given to each team as an identifier for competition entry.

Kidpreneur Challenge – The entire program and competition structure where a school with adult facilitator registers a group of students (kidpreneurs), completes the Kidpreneur Challenge 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 Kidpreneur Challenge website where teachers and facilitators access the Kidpreneur Challenge Handbook and Kidpreneur Challenge curriculum teaching materials.

Order – The component of Kidpreneur Challenge Registration.

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 Kidpreneur Challenge to be displayed on the Kidpreneur Challenge 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.

Program – The aspects of the Kidpreneur Challenge which exclude competition entry and judging. These include: registering the school, delivering the Kidpreneur Challenge curriculum, holding a market day, donating profits and making a pitch video.



Curriculum – The 12 module curriculum provided to teachers and facilitators to guide kidpreneurs through building their business 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 Kidpreneur Challenge website or by providing details via phone or email to a Kidpreneur Challenge representative. Registration includes committing to make payment of the Kidpreneur Challenge invoice within 21 days of the invoice issue date or whichever date is stated on the invoice, 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.

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 delivering the Kidpreneur Challenge curriculum, arranging a market day and overseeing the donation of kidpreneur profits.

Vote – One 'like' of a pitch video on the Kidpreneur Challenge 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 Kidpreneur Challenge 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

Note: Full competition details, including key dates and prize information will be released on at or before the start of Term 2, 2018

Eligibility

This competition ("Competition") is operated by Kidpreneur Challenge Limited ACN 144 623 709 and powered by Entropolis Pty Ltd 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 Kidpreneur Challenge 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.theentropolis.com> during the Competition Period;

a business team (of no more than four kidpreneurs) submit a maximum 2-minute 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 Kidpreneur Challenge 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.

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 Promoter and/or any of its sponsors.

Participating students are registered for the Kidpreneur Challenge through their school via the Entropolis website. A school is considered registered for the Kidpreneur Challenge when a registration form has been completed and an order has been placed Registration Form found on the Kidpreneur Challenge website or by providing details via phone or email to a Kidpreneur Challenge HQ representative.

Full terms & conditions will be announced in Term 2 of the 2018 School Year.

Payment

There is no cost to enter the Competition; however, schools must have paid the school registration fee to complete the Kidpreneur Challenge 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.

Payment terms for the invoice are 21-days from the date of the invoice unless otherwise stated on the invoice.

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 Kidpreneur Challenge 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 Kidpreneur Challenge website or YouTube channel as part of their competition entry.

Kidpreneur Challenge 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 Kidpreneur Challenge 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 Kidpreneur Challenge's privacy policy and is used for the purposes of conducting the Kidpreneur Challenge according to these terms and conditions only (www.theentropolis.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.

Kidpreneur Challenge 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 Kidpreneur Challenge holds about them by contacting the Foundation at info@theentropolis.com

Entry into the Competition permits the Promoter to:

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

Contact the Entrant for any reason related to the Competition or other activities of the Promoter.

Program Resources & Delivery

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 has a 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:

Teaching Kidpreneur Challenge's Kidpreneur Challenge Curriculum to all participating students.



THEENTROPOLIS.COM TERMS OF USE

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.

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 Kidpreneur Challenge Foundation. Resources and materials include all video material provided by Kidpreneur Challenge, lesson plans, worksheets, supplementary resources, all content provided in the Online Resource Centre and photos.

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 building 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:

Worked through the Kidpreneur Challenge curriculum with a teacher or other adult facilitator

Sold products at a school or community market day

Donated 100% profits to a charity or worthy cause of choice (includes school fundraising)

Made a pitch video for submission to Kidpreneur Challenge as part of their Kidpreneur Challenge entry.

Schools work with participating student teams to create one video, reflecting on their experience to pitch why they should win to become Australia's top young kidpreneurs.

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 Kidpreneur Challenge website.

Only one entry per Kidpreneur Business Number is permitted for the Kidpreneur Challenge competition.

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.

Each business must also upload its video via the Kidpreneur Challenge entry form link. Each business can also email the video file and/or link to hq@theentropolis.com as a backup to ensure the video is submitted to Kidpreneur Challenge.

Kidpreneur Challenge 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.

It is the teacher or facilitator's responsibility to notify Kidpreneur Challenge 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 Kidpreneur Challenge 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 Kidpreneur Challenge website or Kidpreneur Challenge YouTube channel but may be stored securely in the Kidpreneur Challenge database.

Competition Pitching 'Heats'

A Kidpreneur Challenge representative will upload all completed entry videos to the Kidpreneur Challenge YouTube channel.

Kidpreneur Challenge reserves the right to review and screen all submitted material before uploading to Kidpreneur Challenge's YouTube Channel.



THEENTROPOLIS.COM TERMS OF USE

Dates of the Kidpreneur Challenge heats period will be confirmed in Term 2 of the 2018 School Year

Competition Finals

Judging for the Kidpreneur Challenge finals takes place at Level 4, 16 Spring Street, Sydney NSW; dates TBC.

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.theentropolis.com

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 Kidpreneur Challenge 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 via channels including but not limited to: the Entropolis 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 will be confirmed in Term 2 of the 2018 School Year,

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 Kidpreneur Challenge and notification of prize items will be advertised via the Kidpreneur Challenge website.

Competition prizes are not exchangeable or refundable and cannot be redeemed for cash.

Kidpreneur Challenge 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, Kidpreneur Challenge reserves the right to substitute that component of the prize with another component of equal or greater value.

Kidpreneur Challenge may require winners to provide proof of identity, proof of age and proof of prize delivery address. Identification considered suitable for verification is at Kidpreneur Challenge's discretion.

Winning schools agree to permit a Kidpreneur Challenge 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.

Kidpreneur Challenge 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 Kidpreneur Challenge 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.

Kidpreneur Challenge 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.

Kidpreneur Challenge 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. Kidpreneur Challenge is not liable for any consequences of user error by external parties in communications channels including (without limitation) costs incurred.

Kidpreneur Challenge 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.

ENTROPOLIS PTY LTD AND KIDPRENEUR CHALLENGE LTD

ADDITIONAL TERMS OF USE FOR EDUCATIONAL INSTITUTIONS

Effective Date: December 1st 2017

These Additional Terms of Use for Educational Institutions (the "Additional Terms") apply to all schools, school districts, and related entities and organizations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an "Educational Institution"). For purposes of these Additional Terms, "you" shall mean an Educational Institution. These Additional Terms supplement (and do not supersede) our Terms of Use; however, in the event of a direct conflict, these Additional Terms shall prevail. Capitalized terms that are not defined below have the definitions given them in ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Terms of Use.

I. General

Both parties agree to uphold their responsibilities under the Privacy Act 1988. We recommend that all Educational Institutions provide appropriate disclosures to parents (including legal guardians and Eligible Students, collectively "Parents") regarding your use of ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Services and that you provide a copy of our Privacy Policy to Parents.

As between an Educational Institution and ENTROPOLIS Pty Ltd, Education Records (as defined below) continue to be the property of and under the control of the Educational Institution. You own all right, title and interest to and are solely responsible for all Education Records. Education Records shall mean student educational records that are: (1) directly related to your student; and (2) maintained by you or by a party acting for you ("Education Records"). We do not own, control, or license such Education Records, except as permitted under these Additional Terms and ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd Terms of Use and Privacy Policy.



II. Compliance with Privacy Act 1988

The Privacy Act 1988 requires that Educational Institutions keep personally identifiable information from Education Records confidential and cannot disclose them to a provider unless: (i) an Educational Institution has first obtained written consent from the Parents; or (ii) the disclosure of information falls into one of the exceptions provided for in the Privacy Act 1988.

In order to allow ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd to provide you with the Services, you hereby designate ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd as a “school official” with a “legitimate educational interest” in using and accessing your Education Records. You also represent and warrant to ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd that (a) you have obtained all consents necessary in connection with disclosing any Education Records directly or indirectly to ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd, or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of the Privacy Act 1988

Educational Institutions may use the Services to automatically create accounts on behalf of its students, using Education Records to “pre-populate” those students’ names and contact information into the accounts and providing ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd with such information of the students. The student then chooses whether to activate an account with ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd to enrol in online courses, take part in the class discussion, and use other features available through the Services. We treat that pre-populated content as the Educational Institution’s confidential information; that means that we won’t disclose it or use it, except as we’re expressly required or allowed to under these Additional Terms, our Terms of Use and Privacy Policy. Once a student activates their account, any information in their account (even information pre-populated by Educational Institutions) belongs to them – we consider it disclosed by the individual (even if it was initially pre-populated by Educational Institutions). Therefore, post-activation, ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd’s use of content in a student’s account is covered by ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd’s Privacy Policy.

III. Use of Data from Education Records

By disclosing or providing information from the Education Records to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license to use, transmit, distribute, modify, reproduce, display, and store such information only for the purposes of providing the Services as contemplated in and enforcing our rights hereunder. ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd will only use and access your Education Records as necessary to provide the Services to you, your students, instructors and professors, and only for authorized purposes in accordance with terms of these Additional Terms, ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd’s Terms of Use, and Privacy Policy.

You agree that we may collect, share, publicly disclose, or otherwise use data derived from Education Records, including contextual or transactional data about a student’s or a user’s access and use of the Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, user, or an Educational Institution (“De-identified Metadata”). We may use any De-identified Metadata, unless otherwise prohibited by the terms of these Additional Terms and ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd’s Terms of Use, such as to develop, evaluate, analyze, improve, operate, provide, or market our Services. You further agree that we may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the De-identified Metadata even after this Agreement has expired or been terminated.

IV. Sharing of Data from Education Records

We treat the Education Records as confidential and do not knowingly share it with third parties other than as described in ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd’s Terms of Use and Privacy Policy. We provide access to Education Records only to our employees, contractors, and agents who have a need to access or use such information in connection with providing the Services to you and are subject to confidentiality obligations as strict as those under these Additional Terms. We will not sell, rent, share, or re-disclose PII from Education Records to other parties, unless we have specific authorization from you to do so and it is otherwise permitted by the Privacy Act 1988. However, students may retain possession and control of their own student-generated content, if applicable, such as having the option to transfer such content to a personal account by sending us an email request at [privacy AT ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd DOT com](mailto:privacy@ENTROPOLIS.Pty.Ltd.Kidpreneur.Challenge.Ltd.DOT.com).

Project Creation

During the regular course of completing lessons, students create digital content (“Projects”) and have access to Projects that are saved in their private account on ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd. These are visible only to themselves and their teacher. Students can delete these Projects at any time.

Sharing Projects

Students and teachers can also share projects that may be accessed by the teacher and a Limited User Group, such as their classmates. Although we do not allow students to post to social media sites, students may manually copy URL links to ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd projects and post these links on other social media sites that may not allow deletion. In such cases, the student or educator can delete the original project and the links on external sites will no longer work.

Transferring Projects

ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd Projects cannot be transferred to other accounts. However that can be copied over to other accounts. A new Project will be created in the other account and will be an exact replica of the original project.



THEENTROPOLIS.COM TERMS OF USE

Deleting the original project will not delete the copy. The copy may be deleted at any time by the new owner of that copied Project.

V. Access and Deletion of Education Records

ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd will use commercially reasonable efforts to comply with written requests from you or a Parent for access to and review their Education Records and to correct any erroneous information within a reasonable period of time, but not more than 45 days after we have received the request. You and Parents can submit such request by sending us an email request at [privacy AT ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd DOT com](mailto:privacy@ENTROPOLIS.Pty.Ltd.Kidpreneur.Challenge.Ltd.DOT.com). Whenever applicable, you will serve as the intermediary for the requests by Parents, wherein the parent requests access to any Education Records created and maintained by ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd directly from you, and you then obtain the Education Records from us to give back to the Parent.

Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

Removing or changing student Projects – Parents or kids can login to their child's account, and edit or delete Projects.

Changing personal information (screen name, first name, last name, password, avatar) – Parents need to inform the class teacher.

Deleting the child's account – Parent can contact the School, and the teacher can perform this action. School may also contact Service Provider by sending an email to support AT [ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd.com](mailto:support@ENTROPOLIS.Pty.Ltd.Kidpreneur.Challenge.Ltd.com), and we will do so in 72 hours.

Educational Institutions and Parents may request ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd in writing by sending an email to [privacy AT ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd DOT com](mailto:privacy@ENTROPOLIS.Pty.Ltd.Kidpreneur.Challenge.Ltd.DOT.com) to terminate the Services and/or delete the PII from their Education Records maintained by ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd. You understand that you and Parents may not be able to access or use certain portion of the Services after ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd deleted the account and information pursuant to your or Parents' request. We will use commercially reasonable efforts to comply with such deletion request and we certify that we will not retain or otherwise make available to third parties the Education Records after the termination, except (i) as permitted hereunder, or (ii) if a student chooses to establish or maintain an account with ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd for the purposes of storing student-generated content. However, we may de-identify student information [, including without limitation, by deleting or de-identifying all PII from Educational Records within seventy-two (72) hours of our receipt of the termination notice, except for Student Data residing on internal logs which will be removed within ninety (90) days, and will also provide notice to the Educational Institutions when PII from Educational Records has been

deleted and/or anonymized] before we retain it, share it with other parties, or use it for other purposes.

ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd may terminate these Additional Terms and ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Terms of Use in accordance with the "Termination" section of ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Terms of Use. All provisions of these Additional Terms and ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Terms of Use, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, indemnities, and governing law.

VI. Data Privacy, Confidentiality, and Security

ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd maintains industry level administrative, physical, and technical measures to protect Education Records stored in our servers, which are located in Australia. We train our employees to ensure the security and confidentiality of Education Records maintained by us. If there is any unauthorized disclosure or access to any Education Records, we will promptly notify you, any other affected Educational Institutions by email and will use reasonable efforts to cooperate with your or their investigations of the incident. We require that you inform the parents of all affected students, since ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd may not have access to Parent contact information. As the owner of the Education Records, you may be responsible for the timing, content, cost, and method of any notice requirements triggered by security incidents under applicable laws. When permissible under applicable laws, you may request ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd to bear responsibility for the timing, content and method of such required notice on your behalf. In all instances, ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd will indemnify Educational Institutions for all reasonable costs associated with compliance with such notice requirements arising from a breach of the Services by ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd. For clarity and without limitation, ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd will not indemnify for any notification costs arising from a breach of you or a third party.

VII. Contact

Please refer to ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Terms of Use and Privacy Policy for more details on use of ENTROPOLIS Pty Ltd / Kidpreneur Challenge Ltd's Services and our privacy practices. If you have any questions, complaints, or claims with respect to the Services, or anything in our Terms of Use, these Additional Terms, or our Privacy Policy, you may contact us at Level 4, 16 Spring Street, Sydney NSW 2000 Australia or via email at HQ@ENTROPOLIS.com. We'll do our best to promptly respond to you.