

St.George Kick Start Program Terms and Conditions

Terms of entry into the St.George Kick Start program

1. By submitting an application in the St.George Kick Start Program (“the Program”), each applicant agrees to accept and be bound by these terms and conditions.
2. The Program is conducted by St.George Bank – a Division of Westpac Banking Corporation ABN 33 007 457 141 of 275 Kent St, Sydney, NSW (‘St.George or ‘we’ or ‘our’).
3. The Application period for the Program opens at 09:00am Australian Eastern Daylight Time (AEDT) on 3 February 2020 and closes at 11.59pm Australian Eastern Standard Time (AEST) on 15 June 2020 (the “Application Period”).

Eligible Applicants

4. Applications are open to newly launched businesses, or businesses about to launch, and existing businesses who satisfy the criteria in Section 5 or 6 (“Eligible Applicants”).
5. To be an Eligible Applicant for Category 1 (**A NEW business idea**), the business (or business about to be launched) should:
 - a. plan to be majority or wholly Australian owned;
 - b. if not already, plan to be registered in Australia with an ACN or ABN;
 - c. plan to have its primary place of business in any of: Australian Capital Territory, New South Wales or Queensland.
 - d. plan not to be more than 50 percent owned by another business;
 - e. not be a franchisee;
 - f. be operating for no longer than 18 months;
 - g. have its principals not be the subject of any material litigation throughout the Program Period;
 - h. not be a government agency;
 - i. not be operated or majority owned by a Westpac Group staff member.
 - j. be available and able to pitch their idea as a pre-recorded pitch with a live film crew between 5th – 18th October as well as be available all day on the 6th November for the virtual event.

6. To be an Eligible Applicant for Category 2 (**An idea to grow your EXISTING business**), the business must:

- a. have been operating and trading for a minimum of 18 months;
- b. be majority or wholly Australian owned;
- c. be registered in Australia with an ACN or ABN for more than 18-months;
- d. upon request provide financial accounts / statements from the previous financial year;
- e. have its primary place of business in any of: Australian Capital Territory, New South Wales, or Queensland. Businesses whose primary place of business are outside these States/Territory are not eligible to participate in this Program;
- f. not be more than 50 percent owned by another business;
- g. not be a franchisee;
- h. be solvent and neither it, nor its principals be the subject of any material litigation throughout the Program Period;
- i. not be a government agency;
- j. not be operated or majority owned by a Westpac Group staff member.
- k. be available and able to pitch their idea as a pre-recorded pitch with a live film crew between 5th – 18th October, as well as be available all day on the 6th November for the virtual event.

Entry PROCESS

7. To enter the Program, an Eligible Applicant must, during the Application Period,

- a. Visit www.stgeorge.com.au/business/kickstart (the “Kick Start site”)
- b. complete the online application in full, including accepting these terms and conditions of the Program
- c. Select the Category for your business
 - i. **Category 1 (A NEW business idea):** Limited to applicants who have recently launched or are about to launch or are in the process of launching a business based on an idea, product or service. If the business is not trading yet it is recommended that you have a business plan in place, have prototyped or are in the process of piloting to market test your idea for an increased chance to be selected as a finalist.
 - ii. **Category 2 (An idea to grow your EXISTING business):** Limited to applicants whose business has been operating and trading for at least 18 months at the time of applying to St.George Kick Start 2020. The submitted idea needs to be relevant to the business and be focused on how it will help diversify or grow your business.

You may be requested to demonstrate your annual turn-over for the last financial year.

d. submits the Entry ("the Entry").

8. Once submitted, Entries cannot be amended or supplemented. We may grant extensions in special circumstances, at our complete discretion.

9. We acknowledge that an Entry may contain confidential information. We will ensure that only our selection group (comprised of both select St.George staff and selected external agencies) as well as a limited number of other St.George personnel involved in the Program will be authorized to view the content of an Entry. We reserve the right to publicly communicate data from applications at an aggregated level, but not in a way that identifies individual applicants.

Disqualification

10. We reserve the right to disqualify an Entry and/or withhold a Grant if we form the reasonable opinion at any point in time that:

- a. The Applicant is not an Eligible Applicant;
- b. The information the Applicant has provided is deficient, false or misleading;
- c. The Applicant (or its representative) is unable to attend TEDxSydney in person;
- d. The Applicant or any of its principals are involved in conduct which may harm the Westpac Group or its reputation; or
- e. The Applicant is unwilling to participate in the activities listed in Clause 11.

Promotional Activities

11. In the event that an Applicant's Entry is successful and they are chosen as a winner of a prize ("Winner"), the Winner grants to the Westpac Group the non-exclusive and perpetual right, but not obligation, to publicise and reproduce the Winner's business name and logos in connection with the development and/or publication of any marketing or promotional material relating to the Program at no cost.

12. The Winner further agrees to fully co-operate with us by making senior representatives available for interviews, statements, filming, voice recordings and photographs which materials the Winner consents to us adapting, reproducing and publishing in printed, electronic and online/social media for internal and external promotional purposes in connection with the Program (including future years) without compensation to the Winner.

13. The Winner unconditionally consents to any act or omission that would otherwise infringe any of their moral rights in the materials referenced above and agrees not to institute any claim or proceedings for infringement of their moral rights.

Judging Process

14. Entries will be assessed by a panel of judges. It is a condition of application, whether or not the application is complete, that you accept being contacted by St.George in relation to your application. A shortlist of 12 finalists (6 from each category) will be selected between 25 September 2020 – 9 October 2020, and they will be notified between the 12 – 13 October 2020.

15. 12 finalists (6 from each Category) will be invited to give a 60 second 'fast pitch' as a pre-recorded pitch with a live film crew between 5th – 18th October , and will be invited to the virtual event on 6th November 2020. If the finalist resides outside of NSW, St.George will facilitate a remote recording of the pitch. If a finalist is unable to attend the recording of the pitch, or unable to record their pitch remotely, they will not be eligible to participate in this Program any further, and St.George may nominate another finalist in their place (replacement finalist is subject to timing and this may not occur).

Prizes

16. There are 4 Prize Grants available.

A .Two Major Grants (one for each Category). Each Major Grant consists of \$40,000 deposited into a St.George Bank transaction or savings account held in the Winner's business or personal name.

B. Two Runner Up Grants (one for each Category). Each Runner Up Grant consists of \$10,000 deposited into a St.George Bank transaction or savings account held in the Runner Up's business or personal name.

17. In the event the Grant Recipient does not have an existing St.George Bank transaction or savings account, they are required to open an account to receive the Prize. The total retail value of all Grants offered under this Program is \$105,000 at time of publication. Grants are not transferable or exchangeable. Account opening requirements apply. Failure to meet account opening requirements will result in the Prize being forfeited. Fees and charges apply. Read the terms and conditions at stgeorge.com.au before making a decision and consider whether the product is appropriate for you.

Major Prize Winners

18. At the completion of the 'fast pitch' event at the TEDxSydney conference, the Judges will announce the Major Grant and Runner Up Grant Winner for each Category.

General

19. All prizes are not transferable or exchangeable. Prizes will be awarded within 28-days of notification to the Winners and Runners up.

20. Winners may be liable to declare the prize for taxation purposes and will be liable for any tax payable in respect of a prize. Applicants should seek independent financial advice in relation to any tax payable on any prizes and the potential impact on their business or personal financial situation prior to entering the Program.

21. Except for guarantees, warranties and conditions implied by law which cannot be excluded, we do not make any guarantees, representations or warranties, express or implied, regarding the St.George Kick Start Program or the quality or suitability of any Prize awarded under these terms and conditions.

22. To the maximum extent permitted by law, we expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Program or the acceptance or use of any Prize. The Applicant indemnifies the Westpac Group against any liability, injury, loss or damage which may be suffered, incurred or sustained by any member of the Westpac Group arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Applicant, or its use of the Prizes, or breach of these terms and conditions.

23. All finalists must fully cooperate with all directions provided to them in regards to all COVID-19 safety measures put in place by St.George Bank and its affiliates. If the finalist refuses to comply, they will not be eligible to participate in this Program any further, and St.George may nominate another finalist in their place (replacement finalist is subject to timing and this may not occur).

24. We reserve the right to alter or cancel part or all of the Program at any time.

St.George Kick Start Nomination Promotion Terms and Conditions

Read the full St.George Kick Start Nomination Promotion 2020 [Terms and Conditions](#).