

HATCHLINGS COMPETITION PRESENTED BY YAHOO 2025

OFFICIAL RULES

Important: Please read these Official Rules before entering this competition (the “Competition”). By participating in the Competition, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

I. Eligibility. Subject to additional restrictions below, the Competition is open to young professionals employed by an advertising company or agency, PR company or agency, media industry company or brand in Australia, who are at least eighteen (18) years of age at the time of registration with a field experience of three and not to exceed ten years. Each individual participant is a “Participant.” The Competition Period is from the start of the Competition Registration Period through the end of the 2025 Cairns Crocodiles Festival, May 15, 2025. Throughout the Competition Period, International Participants (non-Australian citizens or permanent residents) must hold a valid passport that allows travel to Australia. All Participants must be an Employee or a Freelancer (as defined herein) at the time of registration throughout the Competition Period. An “Employee” is a current employee in good standing of a relevant company or agency. A “Freelancer” shall mean a creative who is not in full time education but works on a contract basis for one or multiple agencies or companies. These professionals are not full time employees but work within a certain discipline on a freelance basis within the creative communications industry. Employees and contractors of The Misfits Media Company and any employees and contractors of Cairns Crocodiles Festival. and each of their respective affiliated companies, and the immediate family members of, and any persons domiciled with, any such employees or contractors, are not eligible to enter or to win. Shortlisted Teams must be able to attend the 2025 Cairns Crocodiles Festival in Cairns, North Queensland Australia, from May 12-15, 2025. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN THE COMPETITION. TO BE ELIGIBLE TO WIN, ENTRIES MUST BE COMPLETED AND RECEIVED IN THE MANNER AND FORMAT DESIGNATED BELOW.

II. How to Enter.

Entries open **6th November, 2024 at 09:00am (AEDT) and close on 20th March, 2025 at 11.59pm (AEDT)**. To enter, you must go to the Cairns Hatchlings entry portal and fill out the online registration form. By registering, you are confirming that you have read and agreed to the 2025 Cairns Hatchling Competition Official Rules. The below information is required on the registration form: Cairns Hatchling Competition category, Partner 1 Information (Name, company, title, e-mail, phone, date of birth), Partner 2 Information (Name, company, title, e-mail, phone, date of birth). The creative brief for round one can be downloaded directly from the Cairns Hatchling website (<https://cairnscrocodiles.com/cairns-hatchlings/>). The brief will provide all information

needed to complete the project and details for each specific category will be outlined. All responses to this brief must be uploaded on to our awards platform before **11.59pm AEDT on 20th March**. Please note all written submissions must be submitted in English.

- a. **For All Entry Categories.** Limit one (1) entry per Team per Category. All requested information must be provided for your entry to be valid. Entries must be submitted following the requested submission process. Receipt of entry occurs when The Misfits servers records your submitted entry form and payment. Entries become the exclusive property of The Misfits Media Company and will not be acknowledged or returned. All Participants and entries are subject to verification by The Misfits Media Company. Neither The Misfits Media Company, nor the Cairns Crocodiles Festival will be responsible for incomplete, lost, late, misdirected, or illegible entries. In addition, neither The Misfits Media Company nor the Cairns Crocodiles Festival shall be responsible for entries that are corrupted or otherwise not received correctly or for any problems or technical malfunction of any telephone network or lines, computer online systems, networks, servers or providers, web sites, cell phone text messaging availability, computer equipment, software, failure of email, or on account of technical problems, traffic congestion on the internet, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. The Misfits Media Company reserves the right to terminate, modify or suspend the Competition in the event of technical difficulty, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, and select the winner from among all eligible entries received from the unaffected portion of the Competition prior to and/or after the action taken by The Misfits Media Company (if any, as appropriate) or by some other means deemed by The Misfits Media Company in its sole discretion to be fair, appropriate and consistent with the letter and spirit of these Official Rules. If the use of any software or service is required either for the completion or submission of entries, each Team Participant must agree to any terms and conditions related to that software or service and neither The Misfits Media Company will be responsible for any problems, technical malfunctions, security issues, errors, or difficulties associated with that software or service. Neither The Misfits Media Company shall be responsible for injury, damage, tampering, or hacking to participants or to any other person's computer, online accounts or cellular phone related to or resulting from participating in this Competition. Each Participant acknowledges and agrees that The Misfits Media Company shall have the right to reproduce, publish, adapt, modify, or otherwise display or use the submissions and advertisements in any way it sees fit, including in any media (i.e. internet, broadcast, print, video, or audio) without compensation to the Participant. The Misfits Media Company and judges reserve the right to disqualify any entry that is alleged to infringe on any third party's intellectual property rights, or that The Misfits Media Company deems obscene, offensive, or otherwise

inappropriate for viewing by a general audience. Judges may disqualify entries that have won previous awards or competitions. Your computer must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. Ad blocking software on your computer needs to be disabled so that it doesn't interfere with processing your entry. By entering, you agree to the terms of these Official Rules and to receive emails from The Misfits Media Company or those directed by The Misfits Media Company.

- b. Identity of Participants.** In the event of a dispute about the identity of the Participant(s), entries made online will be declared made by the authorised account holder of the e-mail address submitted at time of entry. An authorised account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organisation (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide The Misfits Media Company with proof that the potential winner is the authorised account holder of the e-mail address associated with the winning entry. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by The Misfits Media Company in its sole discretion, and The Misfits Media Company reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Competition.

III. Winner Selection. A panel of qualified judges, selected by The Misfits Media Company, will judge all Team entries. Each Category will be judged independently of one another. The ratings scale for each criterion will range from one (1) to one hundred (100), with one hundred (100) being the best score. See Category details by visiting https://cairnscrocodiles.com/pdf/Cairns_Hatchlings_CRITERIA_2025.pdf for judging criteria and process. All judging will be completed on or about April 4th, 2025.

Each Category will be judged independently of the other Categories. Judges are required to sign a Non-Disclosure Agreement and must abstain from judging any entries where there is a possible conflict of interest.

Winning Teams must be able to attend the 2025 Cairns Crocodiles Festival in Cairn, North Queensland, Australia, from May 12-15, 2025 ("Festival"). If a winning Team cannot attend the Festival, and fulfill their duty as a competing round two finalist Team, the Team will be disqualified and another entrant for the respective Category will be awarded the Prizes and required to attend the Festival. If either Participant of a winning Team cannot attend the Festival, the Team cannot fulfill their duty as a competing round two finalist Team and will be disqualified.

The full list of the Cairns Hatchling Category winners will be posted on the Competition website and announced in a press release issued by B&T (bandt.com.au) on or around April 10, 2025.

IV. Prizes and Odds. The Finalist teams (maximum of three from each Category) from each category (Audio, Design, Digital, Marketing, Media, PR & Video) will compete during the 2025 Cairns Crocodiles Festival from May 13-15, 2025. Each Team, consisting of two (2) Participants, will receive the following: (2) Round-trip coach airfare tickets from the major airport closest to each Team Participant's residence to Cairns, Australia; Up to (4) nights, at a 3-star (or higher) accommodation in Cairns, Australia during the Festival; and (2) All-Access Cairns Crocodiles Festival Registration Passes which include access to the exclusive Masterclasses and Speed Mentoring (please note: all **Cairns Hatchlings finalists are required** to attend the Cairns Crocodiles Masterclasses and Speed Mentoring on Thursday 15 May). The approximate retail value of the prize is AUD \$11,000 per team, based on the airfare and hotel rates in effect at time of travel. No other costs or expenses are included in the prizes. Each Team Participant shall be responsible for ground transportation to and from the airports and hotel, meals, beverages, gratuities, taxes, and all other expenses, not included in the prize description. Each team is responsible for organising and paying for their entrance Visa and ensuring their eligibility to enter Australia prior to entering. Odds of winning depend on the number of eligible entries received. Prizes are provided by the The Misfits Media Company. The Misfits Media Company shall have final determination of air travel and hotel accommodations and may have secured such arrangements prior to announcing winners.

V. Winner Notification and Acceptance. On or about April 11th, 2025, The Misfits Media Company will contact each winning Team by phone or email, at the phone number and email address submitted on the entry. After confirmation of the winning Teams for each Category, the winning Teams will be announced on the Competition website <https://cairnscrocodiles.com/cairns-hatchlings/> as well as bandt.com.au. The Prize is non-assignable and non-transferable. No substitutions are allowed by the winner. Prize is not redeemable for cash. The Misfits Media Company reserves the right to substitute a prize of equal or greater value. Each Winner is solely responsible for reporting and payment of any taxes on prizes. Winners may be required to complete an affidavit of eligibility/liability and publicity release which must be returned as directed by The Misfits Media Company. Failure to sign and return the affidavit or release, or to comply with any term or condition of these Official Rules, may result in disqualification of entry, the forfeiture of the prize, and the award of the prize to a substitute winner. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness in any media for any commercial or promotional purpose, without limitation, the Internet or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of The Misfits Media Company.

VI. Participation. By participating, Participants agree to be bound by these Official Rules and the decisions of The Misfits Media Company and judges. The Misfits Media Company reserves the right to disqualify persons or Participants found tampering with or otherwise abusing any aspect of this Competition as solely determined by The Misfits Media Company.

VII. Copyright. By entering the Competition, each Participant grants to The Misfits Media Company a royalty-free and irrevocable right and license to publish, print, edit or otherwise use the Participant's submitted entry, in whole or in part, for any purpose and in any manner or media (including, without limitation, the Internet) throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. Each Participant further agrees that if its/his/her entry is selected by The Misfits Media Company as the winning entry, it/he/she will sign any additional license or release that The Misfits Media Company may require, and will not publicly perform or display his or her submission without the express permission of The Misfits Media Company.

VIII. Construction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

IX. The Misfits Media Company The Competition is organised by The Misfits Media Company. In the event an additional organisation joins the The Misfits Media Company Group, The Misfits Media Company will update these rules to include them, and Participants agree to such update upon notice to the Registration e-mail address. The decisions of The Misfits Media Company and judges regarding the selection of winners and all other aspects of the Competition shall be final and binding in all respects. The Misfits Media Company will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Competition.

X. Disclaimer. The The Misfits Media Company Group, the Festival and any of their respective parent companies, subsidiaries, affiliates (including Yahoo!), directors, officers, professional advisors, employees and agencies (collectively, the "Released Parties") will not be responsible for: (a) any late, lost, misrouted, incomplete, illegible, garbled, distorted, delayed, destroyed, stolen, or damaged transmissions or entries or other errors of any kind; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Competition disruptions, injuries, losses or damages caused by events beyond the control of The Misfits Media Company or by non- authorised human intervention; or (d) any printing or typographical errors in any materials associated with the Competition.

XI. General Release. By entering the Competition, you release The Misfits Media Company and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Competition or delivery, mis-delivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

XII. Use of Winner's Name, Likeness, etc. Except where prohibited by law, entry into the Competition constitutes permission to use each winner's name, hometown, likeness, opinions, any statements, voice and/or prize information, without limitation, in connection with the Competition and for any other advertising, marketing, or promotional purpose(s) without further permission, compensation or remuneration of any kind. As a condition of being awarded any prize, except where prohibited by law, each winner may (in The Misfits Media Company's sole discretion) be required to execute a consent to the use of such winner's name, hometown, likeness and/or prize information, without limitation, in connection with the Competition and for any other advertising, marketing, or promotional purpose(s) without further permission or compensation.

XIII. Affidavit & Release. As a condition of being awarded any prize, each winner may (in The Misfits Media Company's sole discretion) be required to execute and deliver to The Misfits Media Company within five (5) business days of attempted notification a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by The Misfits Media Company in its sole discretion. Failure to do so may disqualify the winner and The Misfits Media Company may select an alternate winner.

XIV. Winner List; Rules Request. If you have any questions regarding this Competition, send an email to events@themisfits.media

XV. Privacy. The Misfits Media Company has the right to contact Participants about the Competition and share their information among and with the The Misfits Media Company Group in any way necessary to complete the Competition. In addition, data and information collected in the course of entering the Competition may be shared among and with the The Misfits Media Company Group, the Cairns Crocodiles Festival, and their respective business partners. For a complete description of how this information may be used, including information on how to "opt out" of the disclosure of any personal information, please visit the The Misfits Media Company's privacy policy at <http://www.bandt.com.au/about/privacy-policy>, or mail your request, including a

self-addressed, stamped envelope, to The Misfits Media Company, Level 4, 87-89 Foveaux St, Surry Hills, NSW, Australia, Attn: Privacy Policy Request. By entering the Competition, you consent to possibly being placed on a mailing list for promotional and other purposes. If you "opt out" prior to the Festival, you may not receive important announcements and e-mails that may relate to the Competition.