

WHAKAITI KINO

Underground Service and Utility Strike Harm Reduction Project

TERMS AND CONDITIONS

1. TERMS

- 1.1. These terms and conditions (**Terms**) apply to all entries submitted in relation to the Whakaiti Kino Project (**Entries**).
- 1.2. These Terms form an agreement between each entrant (**you**) and WorkSafe and apply in addition to any terms set out on the Whakaiti Kino Project Betterwork NZ platform (www.betterwork.nz) (**Betterwork NZ platform**). To the extent of any inconsistency between the Terms and any terms set out on the Betterwork NZ platform, these Terms shall prevail.
- 1.3. Please see the Betterwork NZ platform for further information about:
 - a. the Whakaiti Kino Project Competition (**Competition**); and
 - b. the details of how to enter the Competition and the requirements for any idea(s) set out in each Entry (**Idea**) (**Entry Instructions**).
- 1.4. As set out in clause **Error! Reference source not found.** below, WorkSafe will use reasonable endeavours to assist the winning Entries to obtain funding for the relevant Idea. However, WorkSafe makes no guarantee that any funding or other prize will be made available to any entrant or that any Ideas will be implemented.

2. ELIGIBILITY CRITERIA

- 2.1. The Competition is open to individuals (including groups of individuals) and organisations.
- 2.2. To be eligible for entry:
 - a. individual entrants must be at least 18 years old at the time of entry and New Zealand citizens or permanent residents, and any group entrant members must all be at least 18 years old at the time of entry and New Zealand citizens or permanent residents; and

- b. organisations must be New Zealand registered companies or New Zealand based Joint Ventures, (or similar) and have a physical place of business in New Zealand.
- 2.3. Employees of WorkSafe and members of their family and households are not eligible to enter the Competition.

3. ENTRIES

- 3.1. Entries will open on Wednesday 10 March 2021 and will close on Friday 23 April 2021 (**Entry Period**).
- 3.2. You may enter the Competition by following the Entry Instructions during the Entry Period. Late Entries will not be accepted.
- 3.3. Entries must not include any content that is offensive, fraudulent, unlawful or that infringes on any third party intellectual property rights.
- 3.4. You must ensure that, during the Competition, you act professionally, ethically and that you, and your Entry, do not damage WorkSafe's reputation or business or the reputation or business of the Crown.
- 3.5. If you do not follow the Entry Instructions and/or comply with these Terms, your Entry may not be accepted and/or you may be disqualified from the Competition. Entrants that are disqualified may, with the prior written approval of WorkSafe, assign their Entry (including all intellectual property rights in the relevant Idea) to a third party. In which case, the relevant third party will be deemed to be the entrant of that Entry.
- 3.6. WorkSafe will use reasonable endeavours to evaluate each Entry to seek to identify whether that Entry complies with the Entry Instructions and these Terms but accepts no liability for any non-compliance that it does not identify. WorkSafe may require that non-conforming Entries are amended, re-submitted and/or withdrawn.
- 3.7. WorkSafe reserves the right to reject Entries at its sole discretion at any time.
- 3.8. Following submission of your Entry, you may notify WorkSafe of any updates or amendments that you would like to make to your Entry at any time prior to commencement of the Lion's Lair (Stage 4). WorkSafe will use reasonable endeavours to accommodate such requests.
- 3.9. You may withdraw your Entry at any time. Following any withdrawal, WorkSafe will remove your Entry from the Betterwork NZ platform as soon as reasonably practicable.

4. Public voting (Stage 2)

- 4.1. Entries accepted by WorkSafe will be made publicly available on the Betterwork NZ platform for voting by the public. You may publicly promote your Entry until voting closes.
- 4.2. Public voting will commence on 10 March 2021 and will close on 7 May 2021.
- 4.3. Each Entry that receives more than 20 votes from the public on the Betterwork NZ platform will progress to assessment by the Whakaiti Kino Project Working Group (Stage 3) (**Public Vote Winners**).
- 4.4. The Public Vote Winners will be notified of their progression to the next stage of the Competition via the Betterwork NZ platform, or by email, within 10 working days of public voting closing. It is your responsibility to check the Betterwork NZ platform to see whether you have progressed to the next stage of the Competition.
- 4.5. Entries may remain publicly available on the Betterwork NZ platform for up to 12 months after completion of the Entry Period.

5. Whakaiti Kino Project Working Group (Stage 3)

- 5.1. The Public Vote Winners' Entries will be assessed by selected members of the Whakaiti Kino Project Working Group. A full list of the Whakaiti Kino Project Working Group members is available upon request. The selected Whakaiti Kino Project Working Group members who will assess an Entry will be determined by WorkSafe after consultation with the Whakaiti Kino Project Working Group.
- 5.2. The Whakaiti Kino Project Working Group member assessments will commence on 24 May 2021 and will close on 4 June 2021.
- 5.3. The relevant Whakaiti Kino Project Working Group members will be allocated a specified number of Public Vote Winner Entries to assess based on the total number of Entries that progress to Stage 3. Each of the Public Vote Winners' Entries will be assessed against the following criteria:
 - a. the ability or likelihood of the Idea solving the problem(s) set out on the Betterwork NZ platform;
 - b. the likelihood of the Idea reducing harm in practice;
 - c. the ability of the Idea to be embraced by the construction, service or utilities sector(s);

- d. the Idea's ability to create change in behaviour/culture within the construction, service or utilities sector(s);
 - e. the likelihood of the Idea reducing hits on services and utilities by 50% within the next 5 years.
- 5.4. The relevant criteria will be assessed based on the following scoring scale: 1 = Exceptionally Poor (the lowest score), 2 = Poor, 3 = Weak, 4 = Low-Average, 5 = Average, 6 = High-Average, 7 = Strong / Good, 8 = Excellent, 9 = Exceptional (the highest score).
- 5.5. Each of the Public Vote Winners' Entries will receive the average score given to its Entry by the selected members of the Whakaiti Kino Project Working Group assessing that particular Entry.
- 5.6. The Public Vote Winners with the 15 highest scores will progress to the Lion's Lair (Stage 4) (the **Lion's Lair Ideas**).
- 5.7. The Lion's Lair Idea entrants will be notified of their progression to the next stage of the Competition via the Betterwork NZ platform, or by email, within 10 working days of Whakaiti Kino Project Working Group member assessments closing. It is your responsibility to check the Betterwork NZ platform to see whether you have progressed to the next stage of the Competition.

6. Lion's Lair (Stage 4)

- 6.1. Each of the Lion's Lair Idea entrants will have the opportunity to participate in a 'Lion's Lair'. The Lion's Lair will involve a 3 day opportunity for the Lion's Lair Idea entrants to:
- a. receive feedback from Whakaiti Kino Project Working Group members in relation to their Idea, including in relation to steps to delivery, barriers to delivery and guidance regarding funding that may be required for delivery;
 - b. receive coaching from a "pitch coach" in relation to pitching their Idea; and
 - c. pitch their Idea to a panel of judges.
- 6.2. The Lion's Lair is scheduled to be held in person in July 2021 and will take place at a suitable venue (or, if reasonably required by WorkSafe, by an alternative method, such as Zoom). The date and the location will be confirmed in June 2021 and is dependant on the Covid alert level situation.

- 6.3. Prior to commencement of the Lion's Lair stage, any Lion's Lair Idea entrant may, with the prior written approval of WorkSafe, assign their Entry (including all intellectual property rights in that Idea) to a third party. In such case, the relevant third party will be deemed to be the entrant of that Entry.
- 6.4. Each Lion's Lair Idea entrant must establish a Project Team for presenting and further developing their Idea comprising of a minimum of 5 and a maximum of 7 members. The relevant Project Team members must include:
- a. at least two and a maximum of five Whakaiti Kino Project Working Group members. To avoid any doubt, no Whakaiti Kino Project Working Group member is obliged to form part of any Project Team;
 - b. individuals or organisations with experience in the construction, service or utilities sector(s); and
 - c. no more than two Project Team members who do not have experience in the construction, service or utilities sectors.
 - d. A Project Team member cannot be on more than one project team for Whaikaiti Kino.
- 6.5. Each Lion's Lair entrant must submit its Project Team members to WorkSafe at least the day prior to commencement of the Lion's Lair. Any subsequent changes to the Project Team members require the prior written approval of WorkSafe. You must ensure that your Project Team members comply with these Terms. For the purpose of these Terms, "working day" means any day other than a Saturday, a Sunday or a public holiday (as defined in the Holidays Act 2003) in Wellington, New Zealand.
- 6.6. Each Lion's Lair entrant and its Project Team will be responsible for pitching its Idea to the judging panel and a live public audience during the Lion's Lair stage. Each pitch will involve:
- a. 6 minutes for the presentation of the Idea;
 - b. 6 minutes for questions answers from the judging panel in relation to the Idea; and
 - c. 6 minutes of general discussion from the judging panel regarding the Idea.

- 6.7. The Lion's Lair judging panel will be selected by WorkSafe at WorkSafe's discretion. However, WorkSafe will use reasonable endeavours to appoint judges with experience in the construction, service or utilities sectors. The judging panel will judge the Lion's Lair Idea against the following criteria:
- a. how well the Idea addresses the problem(s) set out on the Betterwork NZ platform;
 - b. the potential reach of the Idea and the likelihood of its adoption by the construction, service or utilities sector(s);
 - c. the perceived ability and likelihood of the Idea to reduce harm to workers in the construction, service or utilities sector(s);
 - d. evidence of engagement and participation of workers in the construction, service or utilities sector(s) in the Idea;
 - e. the creativity and originality of the Idea;
 - f. the time required to launch the Idea;
 - g. the ease of use and application of the Idea;
 - h. the potential impact of the Idea on worker training and competency, eg will workers need to be upskilled to utilise the Idea;
 - i. the potential social and environmental impact of the Idea;
 - j. the long-term viability of the Idea;
 - k. the flow on impact(s) of the Idea for the construction, service or utilities sector(s), eg in relation to harm reduction, training, technology, time and costs;
 - l. the size of the up-front cost of the investment needed for implementation of the Idea relative to the potential annual benefit from implementing the Idea (in terms of harm reduction); and
 - m. how the Idea, once delivered, will be reviewed, refined and adapted as needed.
- 6.8. The relevant criteria will be assessed based on the following scoring scale: 1 = Exceptionally Poor (the lowest score), 2 = Poor, 3 = Weak, 4 = Low-Average, 5 = Average, 6 = High-Average, 7 = Strong / Good, 8 = Excellent, 9 = Exceptional (the highest score).

- 6.9. The judging panel will determine a winning Idea (**Winner**) for each of the 3 Idea categories set out on the Betterwork NZ platform (ie Technology, Common Standards, Supporting Workers).
- 6.10. The Winners will be announced on the final day of the Lion's Lair.
- 6.11. WorkSafe will use reasonable endeavours to assist the Winners to obtain funding from the Whakaiti Kino Project Group members for the relevant Idea. However, WorkSafe makes no guarantee that funding or other prize will be made available or that any Ideas will be implemented.

7. INTELLECTUAL PROPERTY

- 7.1. You warrant that:
 - a. your Entry (including your Idea) and any materials submitted or presented by you (or your Project Team) in relation to the Competition do not infringe the intellectual property rights of any third party; and
 - b. that you have all rights necessary to use and share such intellectual property as contemplated by these Terms.
- 7.2. You (and your Project Team) grant WorkSafe a non-exclusive and royalty free licence to:
 - a. use, reproduce and publish your Entry (including your Idea) and any other audio-visual, material and documents in any electronic medium, or written material and documents submitted by you and your Project Team in relation to the Competition for the purposes contemplated by these Terms;
 - b. use, reproduce, publish and if applicable, edit, your and your Project Team's names, photographs, images, (including general locations) and any videos taken during the Competition, for the purposes of WorkSafe and the Whakaiti Kino Project publicity, promotional and news purposes (including use in printed publications, editorial and PR activities, on internal and external websites, and any electronic medium whatsoever) related to the Competition.
 - c. Any such use by WorkSafe shall be entirely within WorkSafe's discretion and WorkSafe shall be under no obligation to use this material, documents or information.

- 7.3. You (and your Project Team) must make yourself available for promotional and publicity purposes on reasonable notice from WorkSafe. All intellectual property rights in any promotional material relating to the Competition and in promotional material relating to your Entry will belong to WorkSafe.
- 7.4. Other than as conferred by these Terms, WorkSafe will not acquire any rights in any Entry or any materials submitted or presented as part of any Entry.
- 7.5. All intellectual property rights owned by WorkSafe prior to commencement of the Competition or otherwise independently developed by WorkSafe will continue to be owned by WorkSafe and you must not:
 - a. do anything, or allow anything to be done, to jeopardise WorkSafe's ownership of such intellectual property rights; or
 - b. use WorkSafe's intellectual property rights without the prior written consent of WorkSafe.

8. LIMITATION OF LIABILITY

- 8.1. Subject to any applicable law that cannot be excluded, WorkSafe, the Whakaiti Kino Project Working Group, the Lion's Lair judges, and their employees, directors and agents will not be liable for any loss or damage or injury by or to any person whatsoever (including but not limited to direct, indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Competition. Without limiting the previous sentence, WorkSafe is not responsible for any late, misdirected or incorrectly completed Entries, or any technical malfunction, delay or loss of data that occurs in the course of the administration of the Competition, however caused.
- 8.2. You indemnify WorkSafe, the Whakaiti Kino Project Working Group, the Lion's Lair judges, and their employees, directors and agents from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from your breach of these Terms or any third party claim arising in relation to your Entry (including your Idea) and any materials submitted or presented by you (or your Project Team).

9. GENERAL

- 9.1. WorkSafe's decisions on all matters regarding the Competition are final and no correspondence will be entered in to. WorkSafe may change these Terms (including any timeframes and dates) at any time by written notice on the Betterwork NZ platform. If WorkSafe cannot reasonably run the Competition (or any part of it) as planned for any reason, WorkSafe reserves the right to cancel the Competition (or any part of it). Subject to any applicable law that cannot be excluded, in no event, regardless of the reason for cancellation or any decision to change these Terms, will you be entitled to any compensation from WorkSafe in relation to such cancellation or change.
- 9.2. You agree that these Terms and the Competition are governed, interpreted and enforced by the laws of New Zealand and by participating, all entrants submit to the non-exclusive jurisdiction of the Courts of New Zealand.