

# \$20 Boss Program Terms & Conditions

These terms and conditions and the Foundation for Young Australians (“FYA”) Privacy Policy, Privacy Collection Statement and the \$20 Boss Program Information accessible on FYA’s Website constitute the entire agreement (the “Contract”) between FYA and the school or organisation identified in the registration form submitted to FYA (the “School”) and supersedes any prior agreement or understanding between FYA and the School.

## 1. REGISTRATION

- 1.1. To register for the Program, the School must submit a completed online registration form to FYA.
- 1.2. The School warrants that all information provided in the registration form (including the number of student participants and the School Bank Account) is true and correct.
- 1.3. Registration is an expression of interest only and does not guarantee the School acceptance into the Program.

## 2. ACCEPTANCE

- 2.1. The School will be notified in writing if it has been accepted into the Program. Acceptance into the Program is at FYA’s absolute discretion.

## 3. CHANGE OF REGISTRATION DETAILS

- 3.1. The School must immediately notify FYA of any change to:
  - (a) the number of Student Participants notified in its registration form; or
  - (b) the Program Delivery Term notified in its registration form.

## 4. START-UP CAPITAL

- 4.1. If the School has elected to receive Start-Up Capital from FYA, FYA will transfer the Start-up Capital to the School Bank Account before the beginning of the Program Delivery Period.
- 4.2. The amount of Start-up Capital to be transferred to the School by FYA will be a maximum \$20 per Student Participant.
- 4.3. The School is responsible for the handling of the Start-up Capital paid to it. This includes allocating \$20 to each Student Participant at the beginning of the Program and collecting \$20 back from each Student Participant at the end of the Program Delivery Period.
- 4.4. The School must use the Start-up Capital solely for the purpose of the Program, and for no other purpose.
- 4.5. The School must ensure that its teachers and students understand and comply with clause 4.4 of these terms and conditions.

## 5. PROGRAM MATERIALS

- 5.1. The Program Materials will be made available to the School via the \$20 Boss Website.

## 6. myEd PLATFORM

- 6.1. FYA will make the previous \$20 Boss myEd Resources Library available for use by the School through the myEdOnline website (<https://www.myedonline.com/>) (“myEd”).
- 6.2. To access the \$20 Boss myEd Resources Library, each student and/or teacher must register using their name, school and email address with myEd (“User”). Each user will be provided with their own username and password and is responsible for keeping

their username and password secure.

- 6.3. By creating an account with the myEd, each user is deemed to have accepted the terms and conditions published on the myEd site.
- 6.4. Where a student is under the age of 18, the School represents and warrants that it will obtain the appropriate consent from the student’s parent or legal guardian to the terms and conditions published on myEd site before the student participates in the Program.
- 6.5. The School must ensure that it exercises appropriate supervision of each User’s activity on the myEd Platform.
- 6.6. The School must ensure that its teachers and students understand and comply with clauses 6.4 and 6.5 of these terms and conditions.

## 7. PROGRAM CONTENT DELIVERY

- 7.1. The School will deliver the content of the Program during the Program Delivery Period. The content of the Program is contained in the \$20 Boss Toolkit.
- 7.2. The School is responsible for supervising the conduct of the Student Participants whilst they are engaging in the Program.

## 8. RETURN DONATION OF START-UP CAPITAL

- 8.1. One month after the end of the Program Delivery Period, the School will pay to FYA, as a lump sum donation, the amount of Start-up Capital FYA provided to it before the beginning of the Program Delivery Period.
- 8.2. The School is encouraged to make a \$1 ‘legacy’ donation on behalf of each Student Participant (who reports a profit as a result of participation in the Program) at the end of the Program Delivery Period.

## 9. INTELLECTUAL PROPERTY

- 9.1. The School acknowledges that FYA (or its licensors) owns Intellectual Property Rights in and to:
  - (a) the \$20 Boss name and logo;
  - (b) the FYA name and logo; and
  - (c) the Program Materials.
- 9.2. The Program Materials are for educational, non-commercial use. The School must use the Program Materials solely to deliver the content of the Program and for no other purpose.
- 9.3. Except as expressly permitted under clause 6.2, the School must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any part of the Program Materials.
- 9.4. The School must ensure its teachers and students comply with this clause.

## 10. PRIVACY

- 10.1. FYA will collect personal information about teachers and students in connection with the Program in accordance with FYA’s Privacy Policy and Privacy Collection Statement. This includes information collected via the \$20 Boss Website and the \$20 Boss MyEd Platform. This information will be used to administer the Program and to send communications regarding news, events and other programs including awards that may be

of interest to teachers and students.

10.2. By providing personal information to FYA, the School agrees to the collection, use, storage and disclosure of that information in accordance with Our Privacy Policy and Privacy Statement. The School must ensure its students and teachers are aware of the disclosures in this clause.

10.3. If a teacher or student does not provide some or all of the personal information requested by FYA or myEd in connection with the Program, they may not be able to participate in the Program.

## 11. \$20 BOSS AWARDS

11.1. FYA hosts an awards ceremony in Melbourne each year to celebrate the initiatives that make a difference to our world and the young people that lead them ("**Unleashed Awards**"). The School agrees that teachers and students may be contacted by FYA and sent additional information about the Unleashed Awards.

## 12. EVALUATION

12.1. The School will use best endeavours to arrange for participating teachers and Student Participants to complete \$20 Boss Evaluation and return it to FYA as soon as possible upon completing the Program.

## 13. CANCELLATION

13.1. FYA may cancel the Program at any time by notice in writing to the School. Upon cancellation, unless otherwise directed by FYA, the School must:

- (a) cease to access the Program Materials and promptly return or destroy any copies, excerpts or notes of such materials; and
- (b) repay the amount of Start-up Capital received from FYA.

## 14. LIMITATIONS OF LIABILITY

14.1. Subject to the protections and guarantees that cannot be excluded or limited under Australian Consumer Law:

- (a) FYA excludes any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered or incurred under or in connection with these terms and conditions;
- (b) FYA's total accumulated liability to the School under or in connection with these terms and conditions is limited to the Start-Up Capital paid to the School under these terms and conditions; and
- (c) all conditions, warranties, guarantees and implied terms, whether statutory or otherwise, are expressly excluded by FYA.

## 15. DISPUTES

15.1. The School must notify FYA in writing the nature of any dispute in connection with these terms and conditions or the provision of the Program.

15.2. If the dispute is not resolved within 14 days after the date the notice of dispute is given under clause 15.1, then the dispute must be referred to the Principal of the School and Chief Executive Officer of FYA, who must meet to negotiate in good

faith to seek to resolve the dispute.

15.3. If the dispute is not resolved within 21 days after the date notice of dispute is given under clause 15.1, then either party may commence legal action.

## 16. GENERAL

16.1. Any amendment or variation to these terms and conditions is not effective unless it is in writing and signed by FYA.

16.2. The law of the State governs the Contract. The parties submit to the non-exclusive jurisdiction of the courts of the State and of the Commonwealth of Australia.

## 17. INTERPRETATION

17.1. In these terms and conditions:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender; and
- (c) the word 'includes' in any form is not a word of limitation.

## 18. GLOSSARY

18.1. In these terms and conditions the following words have the meaning given below.

**"\$20 Boss Evaluation"** means anonymous online surveys that are provided by FYA.

**"\$20 Boss MyEd Resources Library"** means all \$20 Boss Program Materials made available on myEd online platform.

**"\$20 Boss Program Information"** means the website maintained by FYA at <https://www.fya.org.au/program-information/>

**"\$20 Boss Toolkit"** means the suite of resources provided to support participation in the program. The toolkit contains curriculum mapping documents, lesson plans, program delivery advice for educators and student resources.

**"\$20 Boss Website"** means the website maintained by FYA at [fya.org.au/programs/20boss](https://www.fya.org.au/programs/20boss) and any related sites.

**"Australian Consumer Law"** means Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended or replaced, and similar State and Territory legislation.

**"Intellectual Property Rights"** means all copyright, trademark, patent and other intellectual property and personal rights, whether registered, unregistered or applied for.

**"Program Delivery Period"** means the period between when a School is accepted into the Program and the completion of the program by the School.

**"Privacy Policy"** and **"Privacy Statement"** means FYA's privacy policy and privacy statement published from time to time at [fya.org.au](https://www.fya.org.au)

**"Program"** means the \$20 Boss program designed to equip young people with enterprise skills such as project management, financial literacy, teamwork, communication, digital literacy, problem solving, critical thinking and global citizenship, as described in the Program Information on the \$20 Boss Website.

**“Program Delivery Term”** means the school term that a School has chosen in the online registration form to start the delivery of the Program

**“Program Materials”** means all materials made available to the School in connection with the Program (including the \$20 Boss Toolkit).

**“Registration Form”** means the registration form made available on the \$20 Boss Website.

**“School Bank Account”** means the bank account nominated by the School in its Registration Form.

**“Start-up Capital”** means funds provided by FYA to the School on a per Participating Student basis for the purpose of delivering the Program.

**“State”** means the State identified in the online registration form.

**“Student Participants”** means the students from the School participating in the Program.