

COMPETITION ENTRY PACK

WIN \$1MILLION+ HEADQUARTERS



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WELCOME

Thanks for your interest in The Ultimate HQ competition. You're now one step closer to winning one of Australia's most exciting business opportunities. We're looking for a bold, ambitious business with big ideas, and we can't wait to hear what you're building.

Moreton Bay Central and City of Moreton Bay sit at the heart of South-East Queensland, Australia's engine room. This fast-growing city-region is home to 4.2 million people, with 1 in 6 Australians calling SEQ home – that's an amazing talent pool to fuel your growth. And with two thirds of the world's population within an eight-hour flight, your opportunity to scale becomes unlimited. Add to that a pipeline of over \$100 billion in infrastructure investment and the Brisbane 2032 Olympic and Paralympic Games, and you have all the ingredients to scale and deliver growth.

WHAT YOU COULD WIN

The winner of The Ultimate HQ competition will receive:

- 5 years rent-free in a purpose-built headquarters at UniSC in Moreton Bay Central, City of Moreton Bay
- \$250,000 fit-out package to customise the space to your needs
- More than \$250,000 in support from The Ultimate HQ corporate partners program including access to the Innovate Moreton Bay concierge program
- Direct connection to UniSC and a thriving innovation precinct
- Embedded support from City of Moreton Bay, Australia's third largest city government to help connect your business to market opportunities.

This is more than a prize, it's your next big move.

ENTER THE COMPETITION

[ENTRY PORTAL](#)

THIS COMPETITION IS SUPPORTED BY



MORETON BAY CENTRAL
5 YEARS RENT-FREE
\$250,000 FOR SPACE FIT-OUT
WITH PARTNER SUPPORT
IN QUEENSLAND AUSTRALIA

WIN A \$1 MILLION+
HEADQUARTERS IN
MORETON BAY CENTRAL
5 YEARS RENT-FREE
\$250,000 FOR SPACE FIT-OUT
WITH PARTNER SUPPORT



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5 YEARS RENT-FREE

\$250,000 FOR SPACE FIT-OUT

5 YEARS

Rent-free

\$250,000 AUD

For space fit-out

QUEENSLAND

City of Moreton Bay, Australia

+ SUPPORT

From Partners, Council & UniSC



ABOUT THE SPACE

Creatively titled, ‘non-destructive testing lab,’ this industrial styled space could be your new home! It’s 384m² of pure potential. It features a double-height ceiling, roller doors, concrete floors and walls, and offers you a blank canvas ready for transformation. Whether you need a workshop, a collaborative studio, or a scalable office, this space is yours to shape as you see fit.

Located at Moreton Bay Central, in City of Moreton Bay, the site is Queensland’s newest innovation precinct. Situated next to parklands, walking tracks, public transport and world class UniSC, it’s as connected as it is flexible.

MORETON BAY CENTRAL

Moreton Bay Central is a 65-hectare innovation precinct in Petrie, purpose-built to support business growth, education and research. At the heart of this precinct is a vision to bring together bold thinkers, growing enterprises and cutting-edge technology in a single collaborative hub. Anchored by UniSC Moreton Bay, Moreton Bay Central offers a thriving environment where business, learning and innovation intersect.

The precinct has been master planned for knowledge-based industries and clean technologies, making it an ideal location for scale-ups in advanced manufacturing, health tech, agri-innovation, sustainability, and digital technologies. With a unique blend of industrial capacity and academic proximity, it's designed for businesses that want to grow fast, and smart.

Moreton Bay Central is also exceptionally

well-connected. It's within walking distance to rail and bus transport, adjacent to parklands and recreation facilities, and just 30 minutes from both the Brisbane Airport and Brisbane CBD and some of the most fun experiences that bring back more than four million visitors every year. The location combines city-level infrastructure with regional hospitality.

What truly sets Moreton Bay Central apart is its state-of-the-art connectivity. It features high-speed fibre connected directly to Queensland's only international submarine cable, providing Australia's fastest data speeds to Asia and the second fastest to the United States. For businesses operating on a global stage, this means faster, more reliable digital performance right from your HQ.

Whether you're building a product, platform, or partnership, Moreton Bay Central gives you the space and support to make it happen.



WHY CITY OF MORETON BAY?

City of Moreton Bay is one of Australia's most dynamic and fastest-growing cities. The population is forecast to hit one million people over the next 35 years. It offers the scale and infrastructure of a capital city with the lifestyle and affordability of a coastal community.

The city is home to a forward-thinking, award winning council, robust transport connections, and a lifestyle that's hard to beat. Think beaches, national parks, quality cafes and short commutes. But City of Moreton Bay's appeal goes far beyond lifestyle.

The City's Economic Strategy is driving a \$40 billion economy by 2041. High-growth sectors such as advanced manufacturing, health care, food and agribusiness, digital

industries and professional services are thriving here. Businesses benefit from:

- A major pipeline of infrastructure investment
- Supportive council programs tailored to growth-stage companies
- Streamlined planning and development processes
- Close partnerships with education and research institutions like UniSC
- Talent attraction and workforce development initiatives and
- Investment in innovation precincts, circular economy strategies, and entrepreneurship programs.

With initiatives to attract investment and accelerate business growth, City of Moreton Bay is ready-made for ambitious scale-ups.





THE UNIVERSITY CONNECTION

The University of the Sunshine Coast (UniSC) is a core partner in Moreton Bay Central and The Ultimate HQ precinct, the future home of the winner. UniSC's purpose is to support communities to thrive through impactful education, research and partnerships.

If your business is based here, you'll be steps away from UniSC's leading thinkers and programs. Your business can:

- Collaborate on applied research and innovation aligned with key themes like sustainability, technology, regional development and health
- Tap into student talent through placements, internships and projects to build your future job-ready workforce
- Participate in entrepreneurial and innovation ecosystems.

UniSC's 2025–2028 strategic vision is centred on inclusive partnerships that drive meaningful change. That includes partnering with businesses that think differently to the normal.

WHAT WE'RE LOOKING FOR

This opportunity is ideal for scale-ups. Sorry start-ups, this one isn't for you, but we have other opportunities to support you.

We are after businesses in sectors such as agribusiness, advanced technologies, including health tech, sports tech, digital, cyber and AI engineering, or advanced manufacturing. That said, we're open to any great business with a compelling case and big ambition.

We're on the hunt for a scale-up or fast-growing business that:

- Is currently in the scale-up stage, ideally turning over approximately \$5M+
- Has the ambition and opportunity to become a \$100M+ turnover business within seven to 10 years (and to grow from there)
- Has a team of 15 or more staff
- Is willing to establish a significant part of your business at Moreton Bay Central but retain that global outlook (not all team members need to be located on site)
- Aligns with UniSC and City of Moreton Bay priorities including high-value jobs, advanced manufacturing, technology, health, and sustainability
- Is willing to collaborate with UniSC and align with one or more of its research strengths

This is open to businesses from across the globe but you need to have the approvals to work/be based in Australia. If you're willing to relocate or establish a key part of your HQ here, you're eligible to enter.

HOW TO ENTER

There are three steps to win The Ultimate HQ.

1. Register your interest and share your vision

Tell us what makes your business different and why you are on the search for The Ultimate HQ. Fill in the full entry pack and write 500 words telling us how you can collaborate with the innovative community that calls City of Moreton Bay home and UniSC.

2. Get shortlisted and get supported

Through our corporate partners, we will be sharing helpful hints and tips for all entrants on how to be successful in Australia. Up to five amazing companies will be shortlisted and privately advised as finalists by the end of November 2025.

3. Come on an innovation safari & pitch your idea at the gala event

As one of the five finalists, you will be invited to an innovation safari in the City of Moreton Bay, where you will get to live, work and play like a local for five days and have the opportunity to pitch your idea for The Ultimate HQ to a panel of judges at a gala event. The winner gets The Ultimate HQ, 5 years rent free, more than \$250,000 in corporate partner support and up to \$250,000 to contribute to your fit out costs.



JUDGING & TIMELINE

- **Entries close: 14 November**
- **Shortlisting: November 2025**
- **Finalist Event: 23-27 February 2026**
- **Winner Announced: 27 February 2026**

The judging panel will be appointed by UniSC & City of Moreton Bay and supported by the campaign team. All legal and eligibility oversight will be managed by the City of Moreton Bay.

JUDGING CRITERIA

Entries will be assessed based on the following:

- **Growth Potential** – Demonstrated capacity and ambition to scale significantly (e.g. \$100M+ in 7-10 years)
- **Strategic Fit** – Alignment with UniSC priorities and City of Moreton Bay's economic strategy
- **Impact** – Ability to contribute to high-value jobs and regional innovation
- **Collaboration Opportunity** – Willingness and potential to engage with UniSC research or students
- **Use of Space** – Creative and strategic vision for using The Ultimate HQ to accelerate business growth
- **Global Outlook** – Capacity to grow internationally from a base in City of Moreton Bay

Shortlisted candidates may be invited to provide additional information or participate in interviews.

WHAT HAPPENS NEXT?

If you've received this pack, you're ready to start your entry. We can't wait to see your submission. This is a rare chance to build your dream HQ in one of the most connected, creative cities in the country. Let's go!

APPLY NOW





theultimatehq.com.au

APPENDIX 1:

TERMS & CONDITIONS

City of Moreton Bay

The Ultimate HQ Competition (UHQ) at UniSC Campus, Moreton Bay Central

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1 PRIZE DETAILS

One winning Entrant will receive:

- Rent-free office space at UniSC/Moreton Bay Central for up to five (5) years
- Business mentoring and advisory services
- Up to \$250k contribution to the space fit-out
- Access wrap-around services and support from Innovate Moreton Bay and corporate partners from accounting, banking, legals, and other professional services
- Introductions and networks to government, industry and supply chains
- State-of-the-art connectivity. Moreton Bay Central has high-speed fibre connected to the international submarine cable providing Australia's fastest telecommunications transmission speeds to Asia and second fastest to the USA
- Promotion via channels by organisers, sponsors and subsidiaries
- Runner-up prizes may be awarded at the judges' discretion.

2 PROMOTION PARTICULARS

Promotion Name	The Ultimate HQ (UHQ)
Details of Prizes	Set out in Section 1.
Promotion Period	The Promotion opens on 22 August 2025. Closing Time: 11:59 pm Australian Eastern Standard Time on 14 November 2025.
Entry Format Requirements	Without limiting the terms and conditions: <ul style="list-style-type: none">• Entrants must submit via their application introducing their business, team, and why they want to relocate to UHQ at Moreton Bay Central.• The Entry Response must be completed.• Any required supporting documentation or additional information must also be submitted.• Entries may be shared on social media using the campaign hashtag (#UltimateHQMoretonBay).• Entries must be original and owned by the entrant. Plagiarised entries will be disqualified. AI supported submissions are permissible.
Eligibility Criteria	<ul style="list-style-type: none">• Open to legally registered innovative scale-ups operating in any sector, however the Promoters may prioritise businesses in advanced manufacturing, health, sport, medical, robotics, drones/aerospace, technology, clean energy or agriculture.• Employees of the City of Moreton Bay, UniSC, UHQ partners, or their immediate families are ineligible. <p>The Entrant:</p> <ul style="list-style-type: none">• Is currently in the scale-up stage, ideally turning over approximately \$5M+.• Has the ambition and opportunity to become a \$100M+ turnover business within seven to 10 years (and to grow from there).• Has a team of 15 or more staff.• Is willing to establish a significant part of your business at Moreton Bay Central but retain a global outlook (not all team members need to be located on site).• Aligns with UniSC and City of Moreton Bay priorities including high-value jobs, advanced manufacturing, technology, health, and sustainability.• Is willing to collaborate with UniSC and align with one or more of its research strengths.

The Ultimate HQ Competition – Terms and Conditions

Promotion Name	The Ultimate HQ (UHQ)
	<ul style="list-style-type: none"> The existing business does, or can meet the requirements to, operate in Australia including possessing the appropriate permits, licences and compliance within their chosen field. An international winner must meet all legal requirements to operate in Australia, including obtaining necessary visas and/or permits. The Promoters are not responsible for securing visas but may assist with documentation (if needed). Sponsorships, if involved, will be subject to formal legal agreements and the Promoters accept no responsibility for the default or failure of sponsors. Maintain and demonstrate a current, appropriate and compliant financial structure. Note that, as an entrant moves through the selection stages of the competition, the level of due diligence and verification will include external agencies providing and sourcing the appropriate levels of validation and risk assessments in order that the Promoters can make informed decisions. This will include but not limited to media, tax, financial, reputational, industry, legal and ethical information. Selected finalists must attend the 23-27 February 2026 weeklong 'innovation safari' and gala event to receive the prize if selected. The Promoters will cover the costs of participation (accommodation, food, activities) in the City of Moreton Bay for up to five days during the safari, accommodation type and activities are at the sole discretion of the Promoters. The finalists must participate in the program to be considered for the prize. Travel and associated costs (e.g. visas etc.) will be the responsibility of each finalist. The Successful Entrant will be required to sign a Master Collaboration Agreement (Research) and a Lease (Part of a building) (Moreton Bay) with UniSC and adhere to the associated tenancy agreement.
Method of Lodgement	Electronically via theultimatehq.com.au
Contact Person	<p>All enquiries in relation to this Promotion must be submitted via [info@investmoretonbay.com.au].</p> <p>The final date for accepting questions regarding this Promotion is 14 November 2025 at 1159hrs PM AEST. Any questions after this time will not receive a response.</p>
Finalists Announcement Date	4 February 2026
Successful Entrant Announcement Date	27 February 2026

3 DEFINITIONS

'Addendum' means a document or information added to the Competition Terms and Conditions to clarify, modify, or support the information in the original Competition Terms and Conditions.

'Change of Control' means in relation to the Entrant:

- (a) if the Entrant is a corporation:
 - (i) a change in the shareholding of the Entrant such that a change in control (as defined in the *Corporations Act 2001* (Cth)) of the Entrant occurs (whether occurring at the one time or through a series of transfers or issues of securities); or
 - (ii) any other event (including a change or alteration occurs in the corporate structure of the Entrant or the group of companies of which the Entrant is a member) occurs which results in a person other than the shareholders of Entrant at the date of issue of this Invitation to Enter:
 - (A) controlling the composition of the board of directors of the Entrant;
 - (B) controlling the voting power of the board of directors or any class of shareholders, or both, of the Entrant; or
 - (C) holding more than one half of the issued share capital (either beneficially or otherwise) of the Entrant,other than where shares or other equity interests in an entity are listed on any recognised Australian or overseas stock exchange and a Change of Control occurs due to any change in the legal or beneficial ownership of any such listed shares or interests (except where such shares or other equity interests are acquired by another Entrant or an entity with control over another Entrant;
- (b) if the Entrant is a unit trust:
 - (i) a change affecting the trustee of that unit trust as described in paragraph (a) above (if the trustee is a corporation) or a change in the identity of the trustee itself; or
 - (ii) a change in the beneficial ownership of at least 50% of the units comprising the trust; or
- (c) if the Entrant is a discretionary trust:
 - (i) a change affecting the trustee of that trust as described in paragraph (a) of this definition (if the trustee is a corporation) or a change in the identity of the trustee itself; or

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- (ii) the addition of any new class of beneficiaries or the modification of any classes of beneficiaries under that discretionary trust.

'Claim' means any entitlement, claim, action, proceeding, suit, cause of action, defence, set-off or demand under, arising out of, or in any way in connection with the Promotion, the Competition Terms and Conditions or any party's conduct under or before this Promotion, whether at law (including breach of contract) or in equity (including restitution and quantum meruit), by statute, in tort (including negligence) or otherwise.

'Closing Time' means the closing time and date stated in the Promotion Particulars.

'Competition Terms and Conditions' means these conditions of Entry for the Promotion.

'Conflict of Interest' means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Entrant to submit an Entry fairly and objectively. This includes, but is not limited to, where:

- (a) any Personnel of the Entrant are, or within the last 3 years, have been, Personnel of the Promoters; or
- (b) the Entrant is intending to, or has commenced discussions with another Entrant, in respect of a merger or corporate restructuring which would make it a related or subsidiary corporation (as defined in the *Corporations Act 2001* (Cth)) of the other Entrant.

'Contact Person' means the contact person stated in the Promotion Particulars.

'Council' means Moreton Bay City Council (ACN 92 967 232 136).

'Entry' means an Entry lodged in response to the Promotion.

'Entrant' means any person lodging an Entry.

'Entry Format Requirements' means the format requirements for an Entry as set out in the Promotion Particulars.

'Entry Response' means the Entry Response comprising Part 2 of the Promotion documents, including any templates or attachments to be completed and included in an Entry.

'Finalist Announcement Date' means the date set out in the Promotion Particulars when the finalists will be announced.

'Intellectual Property Rights' means any patent, design (whether registered or not), trademark or name, copyright or other protected right.

'Invitation to Enter' means the invitation to enter into the Promotion, comprising the documents set out in Section 4.1.

'Legal Agreements' mean a Master Collaboration Agreement (Research) and a Lease (Part of a building) (Moreton Bay) with UniSC.

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‘Legislative Requirements’ means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and the State of Queensland.

‘Method of Lodgement’ means the method of lodging an Entry as set out in the Promotion Particulars.

‘Personal Information’ is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

‘Party’ means each of the Promoters and the Entrant.

‘Personnel’ means the employees, agents, consultants and representatives of a party, but in respect of the Promoters, excludes the Entrant’s employees, agents, consultants and representatives.

‘Prize’ means the prize for the Promotion as further described in Section 1.

‘Promoters’ means each of Council and the University.

‘Promotion’ means the competition as further identified in Sections 1 and 2 and governed by the Competition Terms and Conditions.

‘RTI Act’ means the *Right to Information Act 2009* (Qld).

‘Successful Entrant’ means the Entrant selected by the Promoters to be awarded the Prize.

‘Successful Entrant Announcement Date’ means the date set out in the Promotion Particulars when the Successful Entrant will be announced at the Promotion Gala, as may be changed by the Promoters.

‘University’ or **‘UniSC’** means the University of the Sunshine Coast (ABN 28 441 859 157).

4 STRUCTURE OF INVITATION TO ENTER

4.1 The documents comprising the Invitation to Enter are, collectively:

- (a) Part 1 – these Competition Terms and Conditions, and;
- (b) Part 2 – the Entry Response.

4.2 All parts of the Promotion must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order as listed in Section 4.1 above.

4.3 The Entrant acknowledges that:

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- (a) the Promotion is not an offer, but is an invitation for persons to submit an Entry for the Prize;
- (b) no contractual relationship will be formed with the Promoters (e.g. lease) until it is duly executed by the applicable parties following award of a Prize in accordance with Section 13; and
- (c) the Promotion and its constituent documents:
 - (i) at all times remains the property of the Promoters;
 - (ii) must only be used for the purpose of preparing an Entry; and
 - (iii) must be read and construed together, and are intended to be mutually explanatory of each other; and
- (d) as between the Promoters and the Entrant, all Intellectual Property Rights in the documents forming the Promotion are the property of the Promoters.

5 OBTAINING INFORMATION

5.1 Any additional information in connection with the Promotion required by the Entrant may be obtained from the Promoters by contacting the Contact Person, noting that:

- (a) any correspondence submitted by an Entrant is submitted on the basis that the Promoters may circulate it, and the Promoters' response, to any one or more of the Entrants in the form of an Addendum or forum post, provided that the identity of the Entrant is not communicated;
- (b) if an Entrant expressly and genuinely states in writing that certain parts of its correspondence are confidential, then the Promoters must, in their sole and unfettered discretion:
 - (i) either keep those parts confidential from other Entrants; or
 - (ii) notify the Entrant that they disagree that they are confidential, and the Entrant must either:
 - (A) withdraw its correspondence, without receiving its desired response from the Promoters; or
 - (B) notify the Promoters that it agrees to the disclosure of the correspondence to other Entrants;
- (c) the Promoters reserve the right to not respond to any correspondence they receive from an Entrant; and
- (d) an Entrant will not be entitled to claim compensation or loss from the Promoters for any losses, damages or expenses, or an extension of time to the Closing Time, on the grounds that insufficient or ambiguous information was provided in connection with the Promotion.

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- 5.2 Entrants must not direct requests for information to, or seek to discuss the Promotion process with, any Council Councillor or officers of the Promoters other than through the Contact Person.
- 5.3 In the event that difficulties are experienced with submitting an Entry, Entrants can contact info@investmoretonbay.com.au.
- 5.4 The Promoters will not be bound by any advice or information furnished by a Council Councillor or officer of the Promoters with respect to the Promotion.
- 5.5 If the Promoters make information available to an Entrant, the Promoters reserve the right to distribute the information to each Entrant who has obtained a copy of the Promotion from the Promoters.
- 5.6 If requested by the Promoters, the Entrant must:
- (a) provide further information relating to the Entry, which may include details concerning eligibility, financial standing (including the provision of financial statements), capital structure, and funding commitments;
 - (b) authorise the Promoters and their agents to contact any referee nominated by the Entrant; and
 - (c) authorise the Promoters to obtain information about the Entrant, particularly information relevant to the Eligibility Criteria from any third party the Promoters consider may be able to provide that information.
- 5.7 The Promoters will aim to provide information to Entrants by email within three business days.

6 RESPONSIBILITIES OF ENTRANT

- 6.1 Before submitting its Entry, each Entrant must:
- (a) carefully read and consider the Competition Terms and Conditions and any other information made available by the Promoters with respect to the Promotion;
 - (b) satisfy itself that the information in its Entry is accurate and complete; and
 - (c) satisfy itself that its Entry complies in all respects with the requirements of the Competition Terms and Conditions including agreements with the university.
- 6.2 In submitting an Entry, the Entrant warrants that it has complied with Section 6.1 and in evaluating Entries and determining to whom they will award the Prize, the Promoters will rely upon the Entrant's warranty.
- 6.3 The Entrant must comply in all respects with:
- (a) the Competition Terms and Conditions; and
 - (b) applicable Legislative Requirements.

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6.4 The Entrant must notify the Contact Person if it:

- (a) identifies any error, ambiguity, omission or inconsistency within or between the documents provided for the Promotion; or
- (b) identifies any conflict between something in the Promotion and any Legislative Requirements.

6.5 The Promoters will not be responsible for the payment of any costs, expenses or losses incurred by the Entrant or for which the Entrant becomes liable for in connection with:

- (a) preparing and lodging its Entry;
- (b) participating in any post Entry activities; or
- (c) any other part of the Promotion,

and the Entrant participates in the Promotion at its own risk and releases the Promoters from any such Claim whatsoever and howsoever brought, including if any component of the Prize becomes unavailable or changes.

6.6 Entrants acknowledge that the Promotion may attract public, political, and media attention and agree not to act in a manner that would bring the Promoters into disrepute.

7 FORMAL REQUIREMENTS

7.1 The Entry must be fully completed, and include all supporting documents and materials required by both the Competition Terms and Conditions and the Entry Response.

- (a)

7.2 If the Entrant operates as a firm, the Entry Response must contain:

- (a) the full names and addresses of each member of the firm;
- (b) the business name under which the firm trades;
- (c) the firm's address, phone number and email for the service of notices;
- (d) physical address of business operations;
- (e) head office address (if applicable); and
- (f) the firm's Australian Business Number (if applicable).

7.3 If the Entrant is a corporation, the Entry Response must contain details of the corporation's:

- (a) name;
- (b) business name (if applicable);

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- (c) Australian Business Number (if applicable);
 - (d) registered office;
 - (e) address, phone number and email for the service of notices;
 - (f) the name, telephone number, email and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Entry;
 - (g) primary physical address of business operations; and
 - (h) head office address (if applicable).
- 7.4 The identity of the Entrant is fundamental to the Promoters. Subject to Section 18, for the purposes of an Entrant's Entry, the Entrant is the person, persons, corporation or corporations:
- (a) who is named as the Entrant in the Entry Response; and
 - (b) who has duly executed the Entry Response.
- 7.5 Entries must be submitted in English.
- 7.6 If the Entrant is a trustee of a trust, the Entrant must notify the Promoters of that fact and, if requested, provide to the Promoters all relevant deeds, agreements or other documents relating to the formation and operation of the trust.
- 7.7 The Entrant must only submit one Entry.
- 7.8 In relation to Privacy and Personal Information:
- (a) the Entrant is to comply with the *Information Privacy Act 2009* (Qld), as if the Entrant were the Promoters, and *Privacy Act 1988* (Cth);
 - (b) the Entrant must comply with any privacy policies of the Promoters;
 - (c) by submitting an Entry, the Entrant warrants that it has obtained the consent of each individual whose Personal Information is included in its Entry for the:
 - (i) inclusion of their Personal Information in the Entry;
 - (ii) use of the Personal Information by the Promoters for the purpose of the Promotion process; and
 - (iii) disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Promoters with the Promotion;
 - (d) the Entrant must immediately notify the Promoters on becoming aware of any breach of this Section 7.10 and

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- (e) this Section 7.10 survives the expiry or termination (for any reason) of the Invitation to Enter.

8 LODGEMENT OF ENTRY

- 8.1 Entrants are required to submit their Entry electronically and upload their response documents using the Method of Lodgement by the Closing Time. All files, including attachments, must comply with the Entry Format Requirement and any other requirements for such documents set out in these Competition Terms and Conditions.
- 8.2 An Entry will not be accepted if submitted by any other method.
- 8.3 The Promoters may extend the Closing Time at their discretion.
- 8.4 The Promoters reserve the right to consider an Entry which is not received by the Closing Time including if, in the opinion of the Promoters, there is satisfactory evidence that the Entry upload commenced prior to the Closing Time.
- 8.5 By submitting its Entry, the Entrant acknowledges that the Promoters are relying on all of the information contained, and all of the representations made, in its Entry and any subsequent clarifications, whether written, verbal or both, of that Entry for the purposes of evaluating an Entry against Entries received from other Entrants and ultimately deciding whether, and if so with whom, to award the Prize.
- 8.6 The Promoters accept no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected Entries or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including Entries not received by the Promoters for any reason. The Promoters are not liable for any consequences of user error including (without limitation) costs incurred.

9 OPENING OF ENTRIES

- 9.1 Entries will not be opened publicly.

10 ENTRY EVALUATION PROCESS

- 10.1 If an Entry Response for an Entry is not fully completed or does not include all supporting documents and materials required by the Competition Terms and Conditions, the Entry may be rejected.
- 10.2 Without limitation, the Promoters will evaluate Entries based on the eligibility criteria and:
 - (a) innovation and scalability of the business;
 - (b) strength and clarity of the pitch;
 - (c) financial viability and due diligence including evidence of financial performance, capital position, and growth capacity;

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- (d) alignment with strategic UniSC research priorities and demonstrated ability and willingness to collaborate with UniSC researchers;
 - (e) alignment with UniSC courses and programs and the potential to provide a meaningful contribution to UniSC student learning and graduate employment;
 - (f) demonstrated financial stability and plan to scale beyond the five years to locate either in Moreton Bay Central or within the wider City of Moreton Bay, providing jobs for UniSC graduates and other skilled workers in City of Moreton Bay;
 - (g) extent to which the business has the potential to provide a meaningful contribution to the City of Moreton Bay's economic development and contribute to achievement of the City's Economic Strategy (CES);
 - (h) extent to which the organisation has a supply chain and collaborators that are also of value to UniSC and wider City of Moreton Bay ;
 - (i) demonstrated commitment to sustainability within their business and commitment to diverse and inclusive work practices as well as alignment with the brand and visions of UniSC and City of Moreton Bay.
- 10.3 The Promoters reserve the right to shortlist Entrants during the evaluation process. The evaluation process may in the absolute discretion of the Promoters involve due diligence assessments including but not limited to legal entity checks, reference checks, financial checks, confidentiality, media/reputation checks, corporate checks and discussions with Entrants.
- 10.4 Entrants must give the members of the evaluation panel of the Promoters and any third parties nominated by the Promoters in respect of its due diligence process any cooperation and assistance reasonably requested to facilitate consideration of their Entries. The Entrant may have its Entry excluded from further consideration if it or its Personnel fail to provide all cooperation requested.
- 10.5 In evaluating the Entry, the Promoters may ignore any aspect of the Entry that they consider to be ambiguous, uncertain, vague or illegible, without requesting the Entrant to clarify that aspect of the Entry.
- 10.6 Outcomes of the evaluation process and the award of the Prize are not appealable.

11 CLARIFICATIONS AND VARIATIONS

- 11.1 The Promoters may issue to Entrants before the Closing Time an Addendum or other:
- (a) additional information; and
 - (b) information clarifying or correcting information previously provided, to assist them in preparing their Entries.
- 11.2 If the Promoters issue information to Entrants under Section 11.1, each Entrant must take the information into account in the preparation of its Entry. If the Entrant has already submitted an Entry prior to the Promoters issuing information to Entrants under Section

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11.1, then the Entrant may submit a supplementary Entry addressing the information provided.

12 COMMISSIONS AND INCENTIVES

- 12.1 The Entrant must not, and must ensure that its officers, employees and agents do not, give or offer anything to the Promoters, any Council Councillor, any officer or employee of the Promoters, or to a parent, spouse, child or associate of a Council Councillor, officer or employee of the Promoters, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to, influence the Promoters' actions in relation to an Entry.
- 12.2 If the Promoters discover at any time that an Entrant has breached this Section, the Promoters may elect, in addition to any other action, not to consider that Entry.

13 AWARD OF PRIZE

- 13.1 Finalist Entrants will be notified by phone call, email and publicly announced on the Finalist Announcement Date.
- 13.2 The Successful Entrant will be announced at the Gala event on the Successful Entrant Announcement Date. The announced Successful Entrant must accept the Prize within 90 days of the announcement or risk forfeiture of the Prize.
- 13.3 Runner-up prizes may be awarded at the Promoters' absolute discretion.
- 13.4 Notwithstanding that the Promoters may have advised an Entrant that its Entry has been successful, no contractual relationship regarding the Prize (e.g. lease) will be formed until it is duly executed by the applicable parties.
- 13.5 The Successful Entrant must be in a position to execute the Legal Agreements in connection with the Prize within 90 days (or such longer period as may be agreed by the parties) of receipt of notification that it has been awarded the Prize.
- 13.6 No Prize, or any unused portion of a Prize, are transferable or exchangeable and cannot be taken as cash.
- 13.7 As a condition of accepting the Prize, the Successful Entrant must:
- (a) participate in promotional activities and media engagement in connection with the Promotion;
 - (b) operate from Moreton Bay Central / UniSC for a minimum of 12-months for the Prize period;
 - (c) uphold the reputation of Moreton Bay Central, Council and the University; and
 - (d) comply with all applicable Legislative and Legal Requirements in connection with Australian workplace, health and safety, consumer, competition, taxation, immigration, and business regulations and Council regulations and approvals.

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- 13.8 The Entrant acknowledges that the award of the Prize is conditional on the information in the Entry being true and correct and the Entrant's compliance with the conditions of accepting the Prize. The Prize may be withdrawn from a Successful Entrant if it is found that:
- (a) the Entrant provided misrepresentative, fraudulent, or false information in its Entry; or
 - (b) the Entrant has wilfully breached any condition of accepting the Prize.
- 13.9 The Promoters are not obliged to provide reasons for non-acceptance of any Entry.

14 RIGHT TO INFORMATION AND DISCLOSURE

- 14.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- 14.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- 14.3 Information contained in an Entry is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Promoters pursuant to the RTI Act, the Entrant accepts that any information provided in its Entry, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.
- 14.4 The Promoters cannot guarantee that any information provided by the Entrant will be protected from disclosure under the RTI Act.
- 14.5 Without limiting other disclosure rights of the Promoters, including in the remainder of this Section 14, the Entrant acknowledges that the Promoters may, in their absolute discretion, disclose information from an Entrant's Entry to any of the Promoters' commercial partners in connection with the Promotion.

15 OWNERSHIP OF ENTRIES AND INTELLECTUAL PROPERTY

- 15.1 The Entrant shall retain copyright and other Intellectual Property Rights in respect of its Entry.
- 15.2 The Entrant grants the Promoters a non-revocable, non-exclusive, royalty-free licence to use the content of its Entry for the purpose of the Promotion, including marketing and reproducing the Entry for the purposes of evaluation.
- 15.3 The Entrant must notify the Promoters of, and take all steps required by the Promoters in connection with, any suspected or actual infringement of a third party's Intellectual Property Rights in an Entry.
- 15.4 The Entrant must comply with any reasonable directions given by the Promoters in relation to access to or use of the Promoters' names, trademarks or logos.

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- 15.5 In respect of the Entry by the Entrant, the Entrant is at all times liable for, and must indemnify and release the Promoters from and against, any loss or liability (including reasonable legal costs and expenses) incurred by the Promoters arising out of, or in connection with:
- (a) any breach of this Agreement by the Entrant; and
 - (b) the unlawful, willful or negligent acts or omissions of the Entrant, its employees, agents, contractors and consultants; and
 - (c) any infringement or alleged infringement of the intellectual property rights of Moreton Bay Council and the University by, or arising from the actions of, the Entrant, its employees, agents, contractors and consultants; and
 - (d) any breach of any obligations in relation to the *Information Privacy Act 2009* (Qld), the *Privacy Act 1988* (Cth) or in regard to any Personal Information by the Entrant, its employees, agents, contractors and consultants.

16 PROMOTERS'S GENERAL DISCRETIONS

- 16.1 Without limiting any other term of the Competition Terms and Conditions, the Promoters may accept or reject any Entry, amend the terms of the Promotion or cancel the Promotion at any time without incurring any liability for cost, expense, loss or damage to the affected Entrant or Entrants or any obligation to inform the affected Entrant or Entrants of the grounds for the Promoters' actions. The Entrant shall have no Claim or right or entitlement for any compensation whatsoever arising from such action or inaction.
- 16.2 Without limiting the Promoters' other rights under these Competition Terms and Conditions, the Promoters may at any time in their absolute discretion:
- (a) request clarification or additional information from any Entrant;
 - (b) enter into discussions with one or more Entrants without any obligation to notify any other Entrants that they are so proceeding; or
 - (c) cease considering an Entry's participation in the Promotion process if the Promoters become aware of any event, information or circumstance that in the sole and unfettered opinion of the Promoters:
 - (i) identifies the Entrant as being insolvent, or at an unsatisfactory risk of insolvency; or
 - (ii) indicates any misrepresentation, fraud, or false information provided in its Entry.
- 16.3 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Competition Terms and Conditions, including but not limited to natural disasters,

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acts of God, civil unrest, strike, war, act of terrorism, the Promoters' obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoters may in their absolute discretion cancel the Promotion and recommence it from the start on the same or different conditions.

17 CONFLICT OF INTEREST

- 17.1 Each Entrant warrants that to the best of its knowledge, as at the date of its Entry, neither the Entrant nor any of its Personnel have, or are likely to have, any Conflict of Interest in any matters connected with the Promotion, except as expressly disclosed in its Entry.
- 17.2 If a Conflict of Interest or any potential or perceived Conflict of Interest arises during the Promotion, the Entrant must immediately give written notice to the Contact Person.
- 17.3 The Entrant must:
- (a) address any actual, potential or perceived Conflict of Interest, to the Promoters' satisfaction;
 - (b) provide any further information requested by the Promoters concerning the actual, potential or perceived Conflict of Interest; and
 - (c) comply with the Promoters' Conflict of Interest requirements as may be notified from time to time.
- 17.4 If an Entrant notifies the Promoters of an actual, potential or perceived Conflict of Interest or the Promoters becomes aware of the existence of an actual, potential or perceived Conflict of Interest, the Promoters may, in their absolute discretion:
- (a) enter into discussions to seek to resolve such actual, potential or perceived Conflict of Interest; or
 - (b) cease further consideration of and disregard the Entry lodged by that Entrant.
- 17.5 Any Entrant who directly or indirectly canvasses support from any Personnel of the Promoters or elected members of Council may be immediately disqualified and any Entry submitted not considered.

18 CHANGE OF CONTROL

- 18.1 If the Entrant wishes to change the structure of its entity or entities submitting the Entry during the Promotion or is aware of any impending or proposed Change of Control, it must obtain the Promoters' prior written consent. The Promoters may request further information from the Entrant reasonably required by the Promoters to make a decision regarding consent under this Section 18.
- 18.2 If the Entrant effects a Change of Control other than in accordance with Section 18, the Promoters may cease further consideration of, and disregard, the Entry lodged by that Entrant.

19 LIABILITY

- 19.1 The Promoters will not be liable, and the Entrants will have no Claim against the Promoters or their Personnel arising from or in connection with:
- (a) technical issues in submitting Entries; or
 - (b) these Competition Terms and Conditions, participation in the Promotion and Prize acceptance (where applicable).
- 19.2 Facebook, LinkedIn, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. Entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoters and not Facebook, LinkedIn, YouTube, Instagram, TikTok or Snapchat.
- 19.3 This Section survives the expiry or termination (for any reason) of the Invitation to Enter.

20 NO FETTER

- 20.1 Despite anything in these Conditions of Entry to the contrary:
- (a) the Promoters are not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other government agency in the proper exercise and performance of any of their executive or statutory rights or duties; and
 - (b) nothing in these Competition Terms and Conditions have the effect of constraining the Promoters or placing any fetter on the Promoters' discretion to exercise or not to exercise any of their executive or statutory rights or duties.
- 20.2 The Entrant will not be entitled to make any Claim against the Promoters relating to any exercise or failure of the Promoters to exercise their executive or statutory rights or duties.

21 GOVERNING LAW

- 21.1 Queensland law governs these Conditions of Entry and any Entry submitted in response to the Invitation to Enter.
- 21.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from those courts.