



Like A Boss Programme

Terms and Conditions

These terms and conditions and the accompanying information on the Like A Boss (“L.A.B”) Website constitute the entire agreement and understanding (the “Contract”) between 21C Skills Lab and the school or other entity identified in the registration form submitted to 21C Skills Lab (the “Provider”) on everything connected with the subject matter of the Contract and supersedes any prior agreement or understanding. Registration is deemed acceptance of these terms and conditions by the Provider.

1. REGISTRATION

- 1.1 To register for the L.A.B Programme (the “Programme”), the Provider must submit a completed Registration Form to 21C Skills Lab before the Closing Date.
- 1.2 The Provider warrants that all information provided in the Registration Form (including the number of Participants and the Provider’s Bank Account) is true and correct and not misleading.
- 1.3 Registration is an expression of interest only and does not guarantee the Provider a place in the Programme. 21C Skills Lab may, in its absolute discretion, determine participation in the Programme.

2. START-UP CAPITAL

- 2.1 The amount of Start-up Capital to be transferred will be calculated based on the number of Participants. The Provider must immediately notify 21C Skills Lab of any change to the number of Participants notified in its Registration Form.
- 2.2 The Provider is responsible for the handling of the Start-up Capital paid to it. This includes allocating \$20 to each Participant at the beginning of the Programme and collecting \$20 back from each Participant at the end of the Programme Delivery Period.
- 2.3 The Provider must use the Start-up Capital solely for the purpose of the Programme, and no other purpose, and ensure that its employees, volunteers, students and/or other participants do so.

3. PROGRAMME MATERIALS

- 3.1 If the Provider is accepted into the Programme, the Programme Materials will be made available to the Provider via the L.A.B Website. This includes the Educator Toolkit and student materials.



4. PROGRAMME CONTENT DELIVERY

- 4.1 If the Provider is accepted into the Programme, the Provider will deliver the content of the Programme during the Programme Delivery Period. This content is contained in the Educator Toolkit.
- 4.2 The Educator Toolkit contains “Business and Trading Guidelines” for the conduct of the student businesses. Notwithstanding, the Provider is responsible for supervising the conduct of the Participants. This includes ensuring the business ideas are suitable.
- 4.3 Participants must conduct their businesses during the Programme Delivery Period. At the end of the Programme Delivery Period, each Participant should report to the Provider whether or not their business made a ‘profit’.
- 4.4 The Provider represents and warrants that it will obtain all necessary consents required for its students to participate in the Programme. This includes the consents referred to under clause 8.3. The Provider holds such consents on its own behalf and on behalf of 21C Skills Lab.
- 4.5 The Provider must ensure its employees, volunteers, students and/or other participants comply with this clause.

5. RETURN DONATION

- 5.1 The ongoing financial viability of the Programme is dependent on the Start-up Capital being donated back to 21C Skills Lab.
- 5.2 One month after the end of the Programme Delivery Period, the Provider will pay to 21C Skills Lab, as a lump sum, the Donation Amount.

6. INTELLECTUAL PROPERTY

- 6.1 The Provider acknowledges that 21C Skills Lab owns the Intellectual Property Rights in the Programme including in:
- (a) the L.A.B name, logo and L.A.B Website;
 - (b) the L.A.B Awards; and
 - (c) the Programme Materials (inspired by the \$20 Boss program and research of the Foundation for Young Australians)
- 6.2 The Provider acknowledges that 21C Skills Lab owns the 21C Skills Lab name, logo, L.A.B Awards and L.A.B Website.
- 6.3 21C Skills Lab hereby grants the Provider a revocable, non-sublicensable, non-transferable, non-exclusive licence to use the Programme Materials in New Zealand for educational, non-commercial uses only. The Provider must use the Programme Materials solely to deliver the content of the Programme and for no other purpose.



- 6.4 Except as expressly permitted under clause 6.3, the Provider must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any part of the Programme Materials.
- 6.5 The Provider must ensure its employees, volunteers, students and/or other participants comply with this clause and acknowledges that a breach of this clause will cause harm for which monetary damages alone will not be sufficient.

7. **PRIVACY**

- 7.1 21C Skills Lab will collect personal information about employees, volunteers, students and/or other participants in connection with the Programme. This information will be used to administer the Programme and to send communications regarding news, events and other Programmes that may be of interest to employees, volunteers, students and/or other participants.
- 7.2 21C Skills Lab may disclose that information to third parties in connection with the Programme or as required by law. These third parties include professional services firms and online hosting and services providers. If an employee, volunteer, student and/or other participant does not provide some or all of the information requested, they may not be able to participate in the Programme. Because 21C Skills Lab uses a number of cloud service providers and social media platforms, your personal information is disclosed to recipients located outside of New Zealand. New Zealand privacy laws will not apply in those circumstances. Details about these disclosures are contained in Our Privacy Policy.
- 7.3 Our Privacy Policy explains:
- (a) how personal information is collected, used, disclosed and handled by 21C Skills Lab; and
 - (b) how a person can access and correct their information or complain about the handling of their information.

For further information about our privacy practices, contact [21C Skills Lab](#).

- 7.4 By providing personal information to 21C Skills Lab, the Provider agrees to the collection, use, storage and disclosure of that information in accordance with Our Privacy Policy. The Provider must ensure its employees, volunteers, students and/or other participants are aware of the disclosures in this clause.

8. **L.A.B AWARDS**

- 8.1 21C Skills Lab recognises the top three L.A.B businesses each year, determined on performance against a number of factors as notified from time to time.
- 8.2 The Provider agrees that employees, volunteers, students and/or other participants may be contacted and sent additional information about the L.A.B Awards.
- 8.3 Additional terms and conditions may apply for the L.A.B Awards. By entering the Awards, each entrant is deemed to agree to those terms and conditions.



8.4 Where an entrant is under the age of 18, the Provider represents and warrants that it will obtain appropriate consent from the entrant's parent or legal guardian to those terms and conditions before the entrant enters the Awards. This includes appropriate publicity consent to publish the name, associated Provider and image of the winning entrants online and in promotional materials.

8.5 The Provider must ensure its employees, volunteers, students and/or other participants comply with this clause.

9. GST

9.1 Words or expressions used in this clause that are defined in the Goods and Services Tax Act 1985 have the same meaning given to them in that Act.

9.2 If GST is payable in respect of any taxable supply made by a supplier under the Contract and the stated consideration for that supply is not expressed as including GST, the recipient will pay to the supplier an additional amount equal to the GST payable on that supply at the same time and in the same manner as any stated consideration for that supply is to be provided under the Contract.

9.3 The supplier must provide a valid tax invoice to the recipient before the supplier will be entitled to payment of the additional amount payable under clause 9.2.

10. EVALUATION

10.1 21C Skills Lab has included evaluation materials as part of the Educator Toolkit in the form of an anonymous online survey to be completed by employees, volunteers, students and/or other participants.

10.2 The Provider will use best endeavours to arrange for employees, volunteers, students and/or other participants to complete this evaluation and return it to FYA within one month of completing the Programme.

11. CANCELLATION

11.1 21C Skills Lab may cancel the Programme at any time by notice in writing to the Provider. Upon cancellation, unless otherwise directed by 21C Skills Lab, the Provider must:

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

12. LIMITATIONS OF LIABILITY

12.1 New Zealand Consumer Law provides consumers with a number of protections and guarantees that cannot be excluded or limited. Where such protections and guarantees apply:



- (a) nothing in these terms and conditions, operate to exclude or limit those protections and guarantees where to do so would contravene any statute or cause any part of these terms and conditions to be void; and
 - (b) 21C Skills Lab limits its liability for a breach of such protections and guarantees, where permitted, to: in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and, in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired (in each case, at 21C Skills Lab's options).
- 12.2 Subject to clause 12.1(a), to the maximum extent permitted by law, all conditions, warranties, guarantees and implied terms, whether statutory or otherwise, are expressly excluded.
- 12.3 Subject to clause 12.1(a), to the maximum extent permitted by law, 21C Skills Lab 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.
- 12.4 Subject to clause 12.1(a), to the maximum extent permitted by law, 21C Skills Lab's total accumulated liability to the Provider under or in connection with these terms and conditions is limited to the Start-Up Capital paid to the School under clause 2.
- 13. DISPUTES**
- 13.1 A party must not commence legal proceedings – other than to seek urgent interlocutory relief – until this clause 14 has been complied with.
- 13.2 Any dispute in connection with the Contract or the Programme must be notified in writing to the other party by the party claiming the dispute, setting out the nature of the dispute.
- 13.3 If the dispute is not resolved within 14 days (or such longer period agreed in writing between the parties) after the date notice is given under clause 14.2, then the dispute must be referred to the managing director, Principal, or equivalent position of the Provider and a director of 21C Skills Lab, who must meet to negotiate in good faith to seek to resolve the dispute.
- 13.4 If the dispute is not resolved within 21 days after the date notice is given under clause 14.2, then either party may commence legal action.
- 14. GENERAL**
- 14.1 Clauses 2.4, 5.2, 6, 11 and 14 are continuing obligations and survive termination or expiry of the Contract.
- 14.2 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to the Contract.
- 14.3 No party may assign any of its rights under the Contract without the prior written consent of the other party.



- 14.4 An amendment or variation to the Contract is not effective unless it is in writing and signed by the parties.
- 14.5 If a provision in the Contract is wholly or partly void, illegal or unenforceable in any jurisdiction, then that provision or part must, to that extent, be treated as deleted from the Contract for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of the Contract.
- 14.6 The law of New Zealand governs this Contract. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

15. INTERPRETATION

15.1 In these terms and conditions:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a 'party' includes that party's executors, administrators, successors and assigns, any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (d) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender; and
- (e) the word 'includes' in any form is not a word of limitation.

16. GLOSSARY

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

"L.A.B Awards" means the awards competition run in connection with the Programme.

"L.A.B Website" means the website maintained by 21C Skills Lab at www.likeaboss.org.nz and any related sites.

"21C Skills Lab Bank Account" means the bank account nominated by 21C Skills Lab in writing.

"Closing Date" means the closing date for registration specified on the website (or such other date notified by 21C Skills Lab in writing).

"GST" means goods and services tax chargeable, or to which a person may be liable, under the Goods and Services Tax Act 1985.

"Intellectual Property Rights" means all rights in copyright, trade mark, business names, domain names, rights in get-up and trade dress, patent, social media handles and pages including but not limited to keyword associations in any search engine, directory, or other Internet service, goodwill and the right to sue for passing off or unfair competition, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and other intellectual property and personal rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted,



renewals or extensions of, and rights to claim priority from, such rights .

“New Zealand Consumer Law” means the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

“Programme Delivery Period” means the Programme delivery period for the student businesses specified in on the website (or such other period notified by 21C Skills Lab in writing).

“Our Privacy Policy” means 21C Skills Lab’s privacy policy published from time to time at www.21Cskillslab.com.

“Programme” means the Programme designed to equip young people with 21C skills including entrepreneurship, design thinking, global competence, financial literacy, creativity,

“Programme Materials” means all materials made available to the Provider in connection with the Programme (including the Educator Toolkit).

“Registration Form” means the registration form made available on the L.A.B Website.

“Provider's Bank Account” means the bank account nominated by the Provider in its Registration Form.

“Start-up Capital” means the start-up capital calculated in accordance with the Registration Form (or such other amount determined by 21C Skills Lab, in its absolute discretion).

“Participants” means the individuals from the Provider participating in the Programme.

“Educator Toolkit” means the online resource made available to the employees, volunteers, and/or other participants who teach the Programme.