

# EY Tax Consulting Challenge Terms and Conditions 2023

## ORGANISERS OF COMPETITION

 The Ernst & Young Tax Consulting Challenge (the "Competition") is being conducted by Ernst & Young Services Pty Ltd ABN 67 457 905 811 of 200 George Street, Sydney NSW 2000 ("the Organisers" "EY" or "Ernst & Young").

#### **ELIGIBILITY TO ENTER**

- 2. To be eligible for the competition, students must:
  - 2.1. Be residents of Australia and New Zealand, currently enrolled in an Australian or New Zealand university and due to complete their degree between 2024 2026
  - 2.2. Hold Australian or New Zealand Citizenship or, Permanent Residency in the country in which they are studying and applying (Australia or New Zealand)
  - 2.3. Not be immediately related to the Competition judges
  - 2.4. Not have won 1st, 2nd or 3rd place at the previous "EY Tax Consulting Challenge"

#### **COMPETITION DETAILS**

- 3. The Competition consists of five key phases.
  - 3.1 Phase 1: Students apply via our website (the link to apply can be found here: <a href="https://www.ey.com/en\_au/careers/ey-oceania-tax-consulting-challenge">https://www.ey.com/en\_au/careers/ey-oceania-tax-consulting-challenge</a>). Eligible students will then be sent an email containing the link to submit their responses via the entry portal powered by HireVue assessment via HireVue. Students will be required to submit both video and written responses, depending on the question, not exceeding 300 words in length or 2 minutes for video responses. A full and complete application consists of a completed application via SuccessFactors in addition to completed question responses in HireVue; submitted in entirety before the closing date outlined in "Competition Period" found at <a href="https://www.ey.com/en\_au/careers/ey-oceania-tax-consulting-challenge">https://www.ey.com/en\_au/careers/ey-oceania-tax-consulting-challenge</a>.
  - 3.2 Phase 2: Shortlisting ("Shortlisting"). The Organisers will then select the top Competition entries per state to proceed to the Regional Finals (only completed applications will be reviewed). Students will be notified they are a 'Finalist' by email and telephone and will be given no less than 5 business days to prepare for the Regional Finals.
  - 3.3 Phase 3: Regional Finals ("Regional Finals"). The Regional Finals will take place in each EY state office in the week commencing Monday 18 September 2023. The 'Regional Finalists' will present their case study recommendation to a panel of judges from their nearest EY office. The finalists may also participate in additional activities on the day. Regional winners from each location will be announced during the Regional Finals.
  - 3.4 Phase 4: Oceania Final ("Oceania Final"). The Oceania Final will take place at 200 George Street, Sydney, Australia, 2000 on Thursday 19 October 2023 (this date will be confirmed with finalists and is subject to change).
  - 3.5 For finalists residing outside of Sydney, Australia, the Organisers will coordinate and pay for one return, economy fare flight and one night's accommodation, except for New Zealand and Perth participants where two nights of accommodation may be provided.
  - 3.6 The Oceania Final will comprise of a full day of team and individual case studies and an awards dinner. EY partners and staff will be involved in the judging of the individual and team

case studies during the Oceania Final and an Oceania winner will be announced at the awards dinner. Finalists must be available for the full day on Thursday 19 October 2023 (including travel time).

3.7 Phase 5: International Competition ("International Competition"). The Oceania winner will attend the International Competition hosted virtually and, for top candidates, in a location to be determined, in early 2024.

#### **COMPETITION PERIOD**

- 4. The Competition entries for Phase 1 opens on Monday 17 July 2023 at 9:00am and closes at 11:59pm on Friday 18 August 2023. Shortlisted Students will be required to present their recommendations to a case study to a panel of judges at the Regional Finals in the week commencing Monday 18 September 2023. Regional Finalists will attend the Oceania Final either face to face or virtually, on <a href="https://doi.org/10.2003/nn.com/montes/">Thursday 19 October 2023</a>. The Oceania winner will participate in the International Competition either face to face or virtually in early 2024.
- 5. All times are expressed as Australian Eastern Standard Time (AEST).

# **REQUIREMENTS OF ENTRY**

- 6. To enter Phase 1 of the Competition, Students must do the following:
  - (a) Go to <a href="https://www.ey.com/en\_au/careers/ey-oceania-tax-consulting-challenge">https://www.ey.com/en\_au/careers/ey-oceania-tax-consulting-challenge</a> and click through to enter the competition
  - (b) Complete all aspects of the entry form and include their full name, email address and phone number, along with their current CV, academic transcript and photo identification and any other requirements before the closing date
  - (c) Students must submit an individual entry
- 7. Entries will be limited to one entry per person and only the entries of eligible participants will be reviewed and considered.

## **SELECTION OF WINNING ENTRIES & PRIZES**

- 8. At the end of Phase 1 (as set out in "Competition Details"), all eligible and completed entries will be judged by the Organisers. The entries will be judged on: Demonstrated business acumen, relevant research and insights, and structure and quality of written responses. The top entries in each Region considered to be the best by the judging panel will be shortlisted to Regional Final stage.
- 9. Shortlisted Finalists will attend the Regional Finals in their local EY office in the week commencing Monday 18 September 2023. Finalists will participate in an individual case study which will be judged by the Organisers.
- 10. The Oceania Finalist selected in each location will be announced at the Regional Final event in each location and will attend the Oceania Finals either face-to-face or virtually. If there are no Students from a particular region or location, or the Organisers deem (at their sole discretion) that applications from a particular region or location do not meet the set criteria, the Organisers may (at their sole discretion) shortlist additional finalists. All Oceania Finalists will be offered an EY Tax Internship.
- 11. "Oceania Finals": Oceania Finalists will compete in individual and group challenges throughout the day and will be judged by the Organisers. The announcement of the Oceania winner will be announced on the day of the Final; either at an awards dinner or as part of a virtual event and the winner will be offered a future EY Tax Graduate position, attend the International Competition as the EY Oceania representative and win a cash prize of \$5,000AUD. 2nd and 3rd place winners at the Oceania Final will also be announced, and will receive a cash prize of \$2,500AUD and \$1,000AUD respectively. The cash prize will be paid on commencement in the role.
- 12. The top entries in each region considered to be the best by the Organisers will be shortlisted to Regional Competition Stage.
- 13. Regional Finalists will attend the Regional Competition in the week commencing 18 September 2023.
- 14. Regional winners will be announced by 5 October 2023 and will win a paid Internship in EY Tax and progress to the Oceania Final on 19 October 2023. If there are no entrants from a particular

- region or location, or the Organisers deem (at their sole discretion) that applications from a particular region or location do not meet the set criteria, the Organisers may (at their sole discretion) shortlist additional finalists to participate in the Oceania Final.
- Regional Finalists will participate in a group-based case study which will be judged by the 15. Organisers.
- The judging criteria for the Regional and Oceania Finals will require the candidate to 16. demonstrate the following characteristics;
  - a) Knowledgeable about and interested in tax
  - b) Strong intellectual ability
  - c) Agility and innovation
  - d) Analytical ability and business acumen
  - Strong interpersonal skills and communication skills
  - A global mindset in approach to problem solving
  - g) Inclusive teaming and leadership
- Oceania Finalists will compete in individual and group case challenges throughout the day and will be judged by the Organisers. The Oceania winner will be announced at an awards ceremony on 19 October 2023 and will progress to the Global Competition overseas in early 2024. They will also win a future graduate position with EY Tax.
- Second and third place winners at the Oceania Final will also be announced. 18.
- An internship ("Internship") is defined as either:
  - a) a paid part-time position for no less than 2 months in the Finalist's state office, working within the Tax team, at a mutually agreed time or
  - b) a full-time paid internship for no less than 4 weeks in the Finalist's state office, at the time of commencement, working within the Tax team, at a mutually agreed time
- 20. Conditions of the "Internship" or "Vacationer" role

  c) the finalist must commence their internship within the period stipulated at the time of offer. Failure to commence the internship within the designated timeframe shall result in the forfeiture of the internship opportunity, and the finalist shall have no claim or entitlement thereto
  - d) The finalist must accept or decline the offer within the stipulated timeframe communicated at the time of offer
  - e) By accepting this offer of an intern or vacationer position, the finalist acknowledges and agrees that if they accept another position, or have already accepted one prior to the commencement of their employment, this offer will be deemed void
  - Any travel and/or accommodation required to complete an EY internship in the Finalist's nearest EY office will not be paid for by EY. Any decision by a Finalist to intern in another EY office will be at the cost of the Finalist.
- 21. A graduate position ("Graduate Position") is defined as:
  - a) a paid full-time permanent position in the Finalist's state office at the time of commencement, working within the Tax team, starting at a mutually agreed time following the Finalist's successful completion of their university degree
- 22. Conditions of the "Graduate Position"
  - b) The finalist must accept or decline the offer within the stipulated timeframe communicated at the time of offer
  - c) the finalist must commence their graduate role on the date stipulated at the time of offer. Failure to commence within the designated timeframe shall result in the forfeiture of the graduate opportunity, and the finalist shall have no claim or entitlement thereto
  - d) By accepting this offer of a graduate position, the finalist acknowledges and agrees that if they accept another graduate or intern position, or have already accepted one prior to the commencement of their employment, this offer will be deemed void
  - Any travel and/or accommodation required to complete an EY Graduate Position in the Finalist's nearest EY office will not be paid for by EY. Any decision by a Finalist to take a Graduate Position in another EY office will be at the cost of the Finalist.
- The International Competition will take place in two rounds initially virtually and then in a location to be determined (or virtually if travel is not possible) in early 2024. Only the top candidates from the virtual competition will be selected to attend the in-person final in the location (to be confirmed). Flights and accommodation will be funded by Ernst & Young Services should the International Competition proceed face-to-face.
- The Organisers and the Judges' decisions are final. No discussion will be entered into by the students.

#### **GENERAL**

- 25. The terms and conditions of this Competition shall include these terms and conditions as well as any information or instructions provided by the Organisers on 'how to enter' and / or the prizes. The student acknowledges and agrees that the submission of an entry to the Competition or any other form of participation in the Competition shall be deemed as their acceptance of the terms and conditions of the Competition.
- 26. The company reserves the right to withdraw this internship or graduate offer at its sole discretion, without any liability or obligation, if circumstances arise that, in the company's judgment, make the continuation of the offer impractical or undesirable. Such circumstances may include, but are not limited to, changes in business needs, budgetary constraints, organisational restructuring, or any other relevant factors
- 27. Incomplete, illegible, incomprehensible, inappropriate, or indecipherable entries will be deemed invalid
- 28. The Organisers have the right to remove (and subsequently disqualify) any entry which contains content which they consider (in their sole discretion) offensive, objectionable, plagiarised or which breaches a person's privacy.
- 29. The determination of the winning entries is final, and no correspondence will be entered into, and no responsibility is accepted for late, lost, or illegible entries.
- 30. Students acknowledge that all entries are the property of the Organisers, and the Organisers may reproduce any entry and entrant details in any Ernst & Young publications or on the EY Australia Careers Facebook page. Students acknowledge and agree that the Organisers shall be entitled to use the student's details for the purposes of sending updates on career news from the Organisers.
- 31. The Organisers accepts no responsibility for late, lost, or misdirected entries or a failure in the Competition proceeding due to technical failures, unauthorised intervention, or other causes beyond its control.
- 32. The Finalists agree to provide information or details to be used in all promotional and marketing campaigns leading up to the Competition Final. This includes giving the Organisers permission to video and photograph the Regional and Oceania Competition Finals and use the footage for an unlimited period in any on-line or off-line materials created by the Organisers.
- 33. In no event will Ernst & Young, its subcontractors, the member firms of Ernst & Young Global Limited be liable for any loss or damage whatsoever which is suffered (including but not limited to consequential loss, loss of profits, data, business, or goodwill, or indirect, incidental, punitive, exemplary, or special damages) or for personal injury suffered or sustained during the use of the prizes, except for liability which cannot be excluded by law
- 34. Finalists may withdraw from the Competition at any time. However, all travel expenses incurred by the Organiser in respect of a Finalist must be repaid in full.
- 35. The information Entrants provide will only be used for the purposes of the Competition (including those stated in clause 44) and in-order-to receive updates on career news from the Organisers
- 36. Entrants understand, authorise and agree that, in connection with their participation in the Competition, EY, its affiliates and/or third parties acting on their behalf may seek information about Entrants or their company to confirm or supplement information in their Competition entry by (i) researching publicly available sources (including, without limitation, information available on social media, or the internet generally, or in court or regulatory agency records) and/or (ii) verifying Entrants' educational background. Entrants authorise all persons, investigative agencies, and educational institutions to provide EY, its affiliates and/or third parties acting on their behalf any information concerning the Entrants' educational background.
- 37. In consideration of the Entrant's participation in the Competition, on behalf of the Entrant and their heirs, executors and administrators, Entrants hereby release and forever discharge (i) Ernst & Young and its affiliates; (ii) the member firms of Ernst & Young Global Limited and their affiliates; and (iii) the partners, employees, agents, shareholders, members, representatives, successors and assigns of each of the foregoing entities from any and all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with Entrants' participation in the Competition, including (without limitation) any information or materials submitted in connection with this Competition; any information/background checks conducted in connection with the Entrant's participation in the Competition; any events,

- ceremonies or promotional activities related to the Competition and/or the Entrant's participation therein; or the determinations of the Organiser in judging with respect to this Competition and/or the Entrant's participation in the Competition.
- 38. If there is a dispute arising out of or relating to the Entrant's participation in the Competition, the parties must submit the dispute to mediation before having recourse to any other dispute resolution process. Written notice of the dispute will be given for it to be submitted to mediation before a mediator chosen by the parties or, where the parties cannot agree, by the Australian Disputes Centre ("ADC"). The parties will use their best endeavours to settle the dispute promptly.
- 39. The mediation will be conducted in accordance with the ADC Guidelines for Commercial Mediation to the extent that they do not conflict with the provisions of this clause. If the dispute is not resolved within 60 days after notice of the dispute, the mediation will terminate unless the parties otherwise agree.
- 40. Entrants understand that Regional Finalists and the Oceania Finalists and their ability to hold themselves out as the Regional and Oceania Finalists are subject to revocation and termination if the Regional or Oceania Finalist has engaged, or is alleged to have engaged, in actions that would reflect adversely on the Competition.
- 41. Entrants have read the terms and conditions of this Competition, understand its contents, and represent that the Entrant is legally competent to sign this document and is not aware of any agreement with any other party that would conflict with the terms set forth herein. To the best of the Entrant's knowledge, the information provided herein is true and complete.
- 42. Entrants confirm that they understand and agree to the collection of information (including personal information) for the purposes of the promotion and administration of the Competition including events, publications. You can visit EY's Privacy Policy here.
- 43. Entrants confirm that they grant EY consent to email them with regards to program events and publications.
- 44. Entrants confirm that they authorise EY to share the Entrant's contact information (name, email address and telephone number only) with their fellow Entrants for networking purposes.
- 45. The information Students provide will only be used for the purposes of the Competition and inorder-to receive updates on career news from the Organisers. To confirm whether your personal data is processed in connection with the Competition or to access your personal data collected or (where applicable) to withdraw your consent, contact your usual EY representative ore mail your request to global.data.protection@ey.com
- 46. The terms and conditions of the Competition will be governed by the law applicable in Australia and New Zealand and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Australia and New Zealand.