

## **evoke<sup>AG.</sup> Pitch Tent Application Terms and Conditions**

By submitting an application for the 2019 evoke<sup>AG.</sup> Pitch Tent Competition (“**Competition**”), I acknowledge and agree to the following terms and conditions:

1. Information on how to enter the Competition including the application form constitutes part of these terms and conditions.
2. The Promoter is Rural Industries Research and Development Corporation trading as AgriFutures Australia (ABN 25 203 754 319), Building 007, Charles Sturt University, Boorooma Street, Wagga Wagga NSW 2650, a statutory authority established by the *Primary Industries Research and Development Act 1989*.

### **Competition overview**

3. evokeAG Pitch Tent is an idea pitching competition. It is an opportunity to pitch your idea – whether it be a business, service, product or any other idea that is relevant to the agriculture and/or food industries – in one of three pitching streams, to a panel of judges in front of a live audience at the evokeAG event, which will take place in Melbourne, Victoria, Australia on Tuesday 19, February 2019 and Wednesday, 20, February 2019 at the Royal Exhibition Building (“**Event**”).

### **Eligible entrants**

4. Entry to the Competition is open to individuals who are:
  - a. 18 years of age or older on the date of entry; and
  - b. permanent residents of Australia and New Zealand; or
  - c. permanent residents of other jurisdictions in which promoting and running the Competition is lawful, subject to the provision of a signed warranty and indemnity in a form specified by the Promoter in favour of the Promoter to that effect,  
**(“Eligible Entrants”)**.
5. There is no restriction on the number of entries allowed per Eligible Entrant provided that each entry is unique.
6. Officers or employees of the Promoter, EMG Events Australia Pty Limited or RGTC Group, and the immediate families of any such officers or employees, are not eligible to enter.

## Applications

7. Applications for the Competition will be open from Monday, 10 September 2018 until 5:00pm Friday, 28 September 2018 (AEST) (“**Application Period**”).
8. Applications will be accepted in any one of the following three streams (“**Streams**”):
  - a. Producer Problem Pitch
  - b. Seed Funding Pitch
  - c. Investment Ready Pitch

Information on the specific requirements for each stream, including further eligibility criteria, is available on the evokeAG website at [www.evokeag.com](http://www.evokeag.com) (“**Website**”).
9. To enter the Competition, Eligible Entrants must, during the Application Period, submit an online application in English in their chosen Stream on the Website (“**Application**”) regarding a pitch that:
  - a. is relevant to the agriculture and/or food industries;
  - b. provides written responses to the Application questions for that Stream, which can be found on the Website; and
  - c. includes a 55 second video pitch that explains the idea and why the entry should win a share of the prizes.
10. By submitting an Application, you (“**Applicant**”) agree:
  - a. to be bound by these terms and conditions;
  - b. that the Promoter may, in its absolute discretion, select you to participate in the competition finals; and
  - c. to provide proof of identity, proof of age or proof of residency upon request by the Promoter. Identification suitable for such verification is at the Promoter’s sole discretion.
11. The Promoter may verify the validity of Applications, including Applicants’ identity, age and home address.
12. The Promoter may, in its sole discretion, refuse or exclude any Application, at any time before the running of the Competition.

13. Applications are deemed to be received at the time of receipt and not at the time of submission. The Promoter is not responsible for failure to receive any Application, whether for any cause beyond its control or otherwise.
14. The Promoter is not responsible for the receipt of incorrect, inaccurate or incomplete information caused by an Applicant or occurring during transmission. The Promoter and its associated agencies and companies will not be liable for any problem or technical malfunction of any telephone, computer network, line, servers, or telephone or internet provider, traffic congestion on any computer network, or any combination thereof. They will also not be liable for any injury or damage to an Applicant's, or any other person's, computer or other communication device relating to or resulting from their participation in, or sending or receiving of any communication or other materials as part of, this Competition.

### **Selection of finalists**

15. Each valid Application will be judged by a panel of judges appointed by the Promoter according to its merits based on the following criteria:
  - a. Quality and content of responses to Application questions; and
  - b. Ability to articulate problem, solution or idea in Application video.
16. The judges will select the five best finalists ("**Finalists**") in each Stream to compete in the finals of the Competition ("**Competition Finals**") at the Event based on the above criteria.
17. If a Finalist does not reside in the Melbourne Metropolitan area, the Promoter will provide one return economy airfare from that Finalist's nearest state capital city airport or major regional airport as determined by the Promoter within Australia or New Zealand to Melbourne for the Event if required and up to three nights' accommodation in a minimum 3 star hotel, to be chosen at the Promoter's sole discretion. The total cost of the airfare and accommodation will be limited to AUD\$2,000.00. If the Finalist resides within the Melbourne Metropolitan Area, the Finalist will be responsible for their own accommodation and transport to and from the Event. All other costs including meals, spending money, taxes (excluding airline and airport taxes), insurance, transport to and from the departure airport, transfers, items of a personal nature, any costs or charges consequential to the trip, in-room charges, excess baggage or transport charges, and all other ancillary costs are the responsibility of each Finalist and are not included in the trip. Each Finalist may be required to present their credit card at time of accommodation check in.
18. If the Finalist does not reside in Australia or New Zealand, the Promoter will not provide an airfare but will provide up to three nights' accommodation for the Finalist in a minimum 3 star hotel to be chosen for the Event. For international Applicants, the Promoter takes no responsibility and bears no cost in respect of the immigration status, including visas, of Finalists.

19. All Finalists will receive two tickets to the Event (one ticket for the Finalist and one ticket for a guest). Any guests are responsible for their own travel, accommodation and transport to and from the Event
20. All Finalists will be notified by email and their name published on the Website and evokeAG and AgriFutures Australia's social media channels on Tuesday 13 November 2018.
21. If you are selected as a Finalist, you agree to make yourself available:
  - a. the day before the Competition Finals (Monday 18 February 2019) for rehearsal at the Royal Exhibition Building in Melbourne;
  - b. the evening before the Competition Finals (Monday 18 February 2019) for the Informal Cohort Introduction at a Melbourne CBD venue to be determined;
  - c. on 19 and 20 February 2019 for the Competition Finals, to attend the Event, pitch your idea at the Pitch Tent and to participate in media interviews and photographs; and
  - d. at any other times and places as notified by the Promoter.
22. By attending the Event, Finalists agree to abide by the AgriFutures Australia Code of Conduct. The Code of Conduct can be found at <https://www.agrifutures.com.au/wp-content/uploads/2018/05/AgriFutures-Australia-Code-of-Conduct-1.pdf>

### **Startup Alley**

23. In addition, all Finalists in the Investment Ready Stream will be required to have a dedicated area in Startup Alley ("**Area**"). The Promoter will provide one trestle table and power to each Area, and any participant in Startup Alley must meet any additional expenses incurred in setting up an Area.
24. Finalists in the Seed Funding Stream and Producer Problem Stream may apply to have an Area, and may be selected to participate in Startup Alley in accordance with the [Startup Alley terms and conditions](#).
25. All Finalists chosen to participate in Startup Alley, whether by request or otherwise, must comply with the [Startup Alley Terms and Conditions](#).

### **Selection of Stream winners**

26. Finalists will pitch their idea in front of a live audience and the judges at the Competition Finals at the Event.
27. Pitches at the Competition Finals must be entirely in English

28. The judges will award a prize to one winner (“**Winner**”) from each of the three Streams at the Competition Finals. Finalists will be judged by a panel of judges based on the criteria set out in clause 15. The prizes for the Winners will be as follows:
- a. In the Producer Problem Stream, \$5000 AUD in cash and additional in kind prizes;
  - b. In the Seed Funding Stream, a minimum of \$10,000 AUD in cash and additional in kind prizes; and
  - c. In the Investment Ready Stream, a minimum of \$20,000 AUD in cash and additional in kind prizes.

These prizes are in addition to any amount for travel or accommodation costs a Finalist received as set out in clauses 17 or 18.

#### **General – Prizes**

29. Prizes are not transferable or exchangeable. If a prize is unavailable for any reason, the Promoter may substitute another item of equal value as determined by the Promoter. If, for any reason, a Finalist or Winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited, and cash will not be supplied instead.
30. Entering the Competition does not guarantee that you will win a prize or derive any other benefit. Prizes are awarded in the judges’ sole discretion. The Promoter is not responsible in any way for the decisions, actions or conduct of judges. Decisions in respect of all aspects of the Competition are final.
31. The Competition is a game of skill and chance plays no part in determining the Finalists or the Winner.

#### **Variations, disqualifications and cancellations**

32. If any aspect of the Competition is not capable of running as planned because of any cause beyond the Promoter’s control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition.
33. The Promoter may disqualify an Applicant from the Competition at any time, including during a pitch at the Competition Finals, for:
- a. breach of these terms and conditions;
  - b. breach of any applicable law;

- c. being party to any act or thing prejudicial to the Promoter's goodwill, commercial reputation or overall public image, or defamatory; or
  - d. any other reason, in the Promoter's absolute discretion.
34. The Promoter reserves the right to prohibit entry of any person to the Event, or eject any person from the Event based on behaviour deemed inappropriate by the Promoter, its staff, its agents and any others working under its authority, including security personnel.
35. Any Finalist who wishes to cancel his or her attendance at the Event, including at the Competition Finals, acknowledges that he or she is no longer a Finalist and that his or her Application will not be considered by the judges at the Competition Finals. Any Finalist who wishes to cancel his or her attendance must make a cancellation request in writing to RGTC Group via email at [admin@rgtcgroup.com.au](mailto:admin@rgtcgroup.com.au).

#### **Intellectual property and disclosure**

36. You warrant that:
- a. the ideas that you present in connection with the Competition, including in your Application, are your original work and not copied or adapted from any third party or source, and that you own all rights (including intellectual property rights) in any idea submitted by you into this Competition;
  - b. your use of ideas or information in relation to the Competition does not infringe any third-party intellectual property rights, unless in circumstances where written permission from the owner of those rights is provided to the Promoter; and
  - c. your pitch does not include any content that contravenes any law, infringes the rights of any third party or is otherwise offensive, defamatory, objectionable or inappropriate.
37. In relation to your own intellectual property rights, or intellectual property rights of others that you use with consent in relation to the Competition, you acknowledge that by disclosing information in the Competition you waive any right of confidence in relation to that information and expressly authorise the Promoter, its employees and agents, the judges, and other persons involved with the Competition to disclose the information in any way whatsoever and to use the information in any way for the purposes of or related to the Competition.
38. The Promoter recommends that you do not disclose information for the purposes of the Competition that would or might affect your capacity to protect and/or exploit intellectual property rights in the future by registration of rights or any other way.

39. The Promoter recommends that you seek legal advice in relation to intellectual property and you acknowledge that you have had the opportunity to do so.
40. You expressly authorise the Promoter to use the information you provide including your name for the purpose of the Competition including promoting the Competition and related activities conducted after conclusion of the Competition.
41. Nothing in these terms and conditions implies a licence to use the intellectual property of the Promoter.

### **Images and multimedia release**

42. Any person who registers for the Event, including the Finalists as required by these Terms and Conditions (“**Delegates**”), grants permission to the Promoter, its agents and others working under its authority, to take and to have full and free use of videos and photographs containing their image or likeness. It is understood these images may be used for promotional, news, online or multimedia, research and/or educational purposes by and for the Promoter. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from the Promoter in respect of their image or likeness or its use. Delegates release, discharge and hold harmless the Promoter and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video.

### **Limitation of liability and indemnity**

43. Except to the extent that the law prohibits or negates such exclusions or limitations:
  - a. the Promoter is not liable to you for any cost incurred or loss or liability you suffer in any way in relation to the Competition. This includes personal injury and property damage.
  - b. you acknowledge that the details of the Competition are set out on the Website and are subject to changes reasonable the Promoter makes in its sole discretion by notice on the Website and that the Promoter does not make any warranty or representation as to: (i) the suitability of the Competition to your circumstances; (ii) the suitability of judges; (iii) your prospects of winning a prize; (iv) the effect of the Competition on you or your idea; or (v) any other thing related to the Competition.
  - c. the Promoter excludes all other guarantees, implied terms and warranties, whether statutory or otherwise, relating to the Competition and the subject matter of the Promoter’s agreement with you.
  - d. the Promoter will not be liable to you for indirect or consequential loss arising from or connected to this Competition whether in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to

realise expected profits or savings, loss of intellectual property, breach of confidence or any other commercial or economic loss of any kind).

- e. the Promoter's liability to you for loss or damage of any kind arising from or in connection with this Competition is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether its liability is in contract, tort (including negligence), under any statute or otherwise.
- 44. You indemnify the Promoter against all loss, liabilities, damages, costs and expenses (including all legal costs, whether incurred or awarded) suffered or incurred by the Promoter in relation to any breach by you of your obligations under these terms and conditions, except to the extent that the liabilities, damages, losses, costs and expenses are caused or contributed to by the negligence of the Promoter.
  - 45. Failure by the Promoter to enforce any of its rights at any stage does not operate as a waiver of that power or right.
  - 46. You acknowledge that you have not relied on any warranty or representation other than those found in these terms and conditions.
  - 47. If any part of these terms and conditions is invalid or unenforceable, this agreement does not include it. The remainder of the terms and conditions continue in full force.

#### **Privacy notice**

- 48. The Promoter may collect certain personal information about you through your Application, through the media materials through the Promoter's contractors or agents, for the purpose of verifying your identity, age or residency, or otherwise in accordance with these terms and conditions. Without this information, the Promoter will not be able to process your Application and you will not be able to participate in the Competition.
- 49. All details held by the Promoter will be held in accordance with the AgriFutures Australia Privacy Policy which can be accessed on the Website.

#### **Governing law and jurisdiction**

- 50. These terms and conditions are governed by and must be construed in accordance with the laws of New South Wales. Each party:
  - a. irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
  - b. waives any right to object to proceedings being brought in those courts for any reason.