

## **evoke<sup>AG</sup>. STARTUP ALLEY TERMS AND CONDITIONS**

By submitting an application to participate in evoke<sup>AG</sup>. Startup Alley, I acknowledge and agree to the following terms and conditions:

1. Information on how to apply for a dedicated area in evoke<sup>AG</sup>. Startup Alley ("**Area**") including the application form constitutes part of these terms and conditions.
2. The Organiser 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*.

### **Overview**

3. evoke<sup>AG</sup>. Startup Alley is an opportunity for startups in the agriculture and food industry to showcase their ideas in front of other industry professionals. Startup Alley will take place at the evoke<sup>AG</sup>. event in Melbourne, Victoria, Australia on Tuesday 18, February 2020 and Wednesday, 19 February 2020 at the Royal Exhibition Building ("**Event**").

### **Eligible entrants**

4. Companies may apply to participate and have an area in evoke<sup>AG</sup>. Startup Alley.
5. Participation is open to companies who:
  - a. Are 18 years of age or older on the date of entry;
  - b. Have a startup that is relevant to the agriculture or food industry;
  - c. Are not officers or employees (or the immediate family of officers or employees) of the Organiser or EMG Events Australia Pty Limited; and
  - d. Are fluent in English,("Eligible Applicants").
6. All successful applicants (that are not a part of the Startup Showcase) will be responsible for making their own way to Melbourne for the Event. Applicants from outside of Australia will be responsible for, and bear the cost of, their immigration status, including any visa required to travel to Melbourne for the Event.
7. Each Eligible Applicant may only apply for one area.

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## Applications

8. Applications to participate in evoke<sup>AG</sup> Startup Alley will be open from 9.00am (AEST) Monday, 26 August 2019 and close at 11.59pm (AEDT) on Sunday, 15 September 2019 (“**Application Period**”).
9. To apply for an Area, eligible applicants must submit an online application in English on the evoke<sup>AG</sup> website at [www.evokeag.com](http://www.evokeag.com) (“**Website**”) during the Application Period (“**Application**”).
10. By submitting an Application, you (“**Applicant**”) agree to:
  - a. Be bound by these terms and conditions; and
  - b. Provide proof of identity, proof of age or proof of residency upon request by the Organiser. Identification considered suitable for verification is at the Organiser’s sole discretion.
11. The Organiser may verify the validity of Applications, including Applicants’ identity, age and home address.
12. The Organiser may, in its sole discretion, refuse or exclude your Application, at any time before the running of the Event and evoke<sup>AG</sup> Startup Alley.
13. Applications are deemed to be received at the time of receipt and not at the time of submission. The Organiser is not responsible for failure to receive any Application, whether for any cause beyond its control or otherwise.
14. The Organiser is not responsible for the receipt of incorrect, inaccurate or incomplete information caused by an Applicant or occurring during transmission. The Organiser 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, evoke<sup>AG</sup> Startup Alley.

## Selection of Startup Alley participants

15. Each valid Application will be reviewed by a panel and assessed on its merits according to its quality and the proven product or service offering proposed to be displayed at an Area.

16. In addition to the thirteen (13) finalists in the Startup Showcase of the evoke<sup>AG</sup> Startup Program, the panel will select 27 Eligible Applicants to hold an Area exhibiting their startup (“**Participants**”).
17. Assessment of Applications for their suitability for evoke<sup>AG</sup> Startup Alley is at the absolute discretion of the panel.
18. All Participants will be notified by email on Wednesday, 30 October 2019 and their name published on the Website and evoke<sup>AG</sup> and AgriFutures Australia’s social media channels on Monday, 11 November 2019
19. If you are selected as a Participant, you agree:
  - a. To attend the Event in Melbourne, Victoria, Australia on Tuesday, 18 February 2020 and Wednesday, 19 February 2020 at the Royal Exhibition Building;
  - b. To “bump-in” to your Area on Monday, 17 February 2020 at the request of the Organiser;
  - c. To make your own arrangements for travel and accommodation for attendance at the Event at your own cost (excluding Startup Showcase participants);
  - d. That the Organiser will provide one trestle table and power to each Area, and that you will meet any additional expenses you incur in setting up an Area;
  - e. To be bound by any directions given by the Organiser (whether in writing or otherwise) in relation to set-up, pack-down, staffing, content and other related issues;
  - f. To follow any directions given by the Organiser during the Event and in relation to the Area; and
  - g. That all items of property used by you in relation to your Area are your responsibility.
20. The Organiser will bear no cost in respect of travel, accommodation, transport or visas, and takes no responsibility for the immigration status, including visas, of Area Holders.
21. By attending the event, Participants 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>
22. Each Participant, will be provided with two tickets to the Event (which includes the Participant’s entry ticket) free of charge, and may purchase additional delegate tickets at a discounted rate of \$825 AUD incl. GST.

23. Applying for evoke<sup>AG</sup>. Startup Alley does not guarantee selection as a Participant.
24. The Organiser is not responsible in any way for the decisions, actions or conduct of the selection panel. Decisions in respect of all aspects of Startup Alley are final.

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

25. If any aspect of evoke<sup>AG</sup>. Startup Alley is not capable of running as planned because of any cause beyond our control, the Organiser may in its sole discretion cancel, terminate, modify or suspend evoke<sup>AG</sup>. Startup Alley.
26. The Organiser may disqualify an Applicant from evoke<sup>AG</sup>. Startup Alley 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 Organiser's goodwill, commercial reputation or overall public image; or
  - d. For any other reason, in the Organiser's absolute discretion.
27. The Organiser 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 Organiser, its staff, its agents and any others working under its authority, including security personnel.
28. Any Participant who wishes to cancel his or her Area or attendance at the Event must make a cancellation request in writing to the evokeAG. Special Projects Manager Dallas Pearce via email [dallas.pearce@agrifutures.com.au](mailto:dallas.pearce@agrifutures.com.au)
29. It is acceptable to substitute the delegate name on a ticket to the Event. Such a substitution can be done at any time leading up to event and on the day of the event.

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

30. You warrant that:
- a. The ideas that you present in connection with evoke<sup>AG</sup>. Startup Alley, including in your Application and at your Area if you are selected as a Participant, 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 evoke<sup>AG</sup>. Startup Alley;

- b. Your use of ideas or information in relation to your evoke<sup>AG</sup>. Startup Alley Application (and Area if successful) 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 Organiser; and
- c. In relation to your own intellectual property rights, or intellectual property rights of others that you use with consent in relation to evoke<sup>AG</sup>. Startup Alley, you acknowledge that by disclosing information in an Application or in evoke<sup>AG</sup>. Startup Alley you waive any right of confidence in relation to that information and expressly authorise the Organiser, its employees and agents, the selection panel, and other persons involved with evoke<sup>AG</sup>. Startup Alley to disclose the information in any way whatsoever and to use the information in any way for the purposes of or related to evoke<sup>AG</sup>. Startup Alley.

- 31. The Organiser recommends that you do not disclose information for the purposes of evoke<sup>AG</sup>. Startup Alley 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.
- 32. The Organiser recommends that you seek legal advice in relation to intellectual property and you acknowledge that you have had the opportunity to do so.
- 33. You expressly authorise the Organiser to use the information you provide including your name for the purpose of evoke<sup>AG</sup>. Startup Alley including promoting evoke<sup>AG</sup>. Startup Alley and related activities conducted after conclusion of evoke<sup>AG</sup>. Startup Alley.
- 34. Nothing in these terms and conditions implies a licence to use the intellectual property of the Organiser.

### **Images and multimedia release**

- 35. Any person who registers for the Event, including Participants (“**Delegates**”), grant permission to the Organiser, 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/multimedia, research and/or educational purposes by and for the Organiser. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from the Organiser in respect of their image or likeness or its use. Delegates release, discharge and hold harmless the Organiser 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**

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36. Except to the extent that the law prohibits or negates such exclusions or limitations:

- a. The Organiser is not liable to you for any cost incurred or loss or liability you suffer in any way in relation to your participation in evoke<sup>AG</sup> Startup Alley. This includes personal injury and property damage.
- b. You acknowledge that the details of evoke<sup>AG</sup> Startup Alley are set out on the Website and are subject to changes reasonable the Organiser makes in its sole discretion by notice on the Website and that the Organiser does not make any warranty or representation as to: (i) the suitability of participation in evoke<sup>AG</sup> Startup Alley to your circumstances; (ii) the suitability of the selection panel; (iii) the effect of participation in evoke<sup>AG</sup> Startup Alley on you or your idea; or (iv) any other thing related to evoke<sup>AG</sup> Startup Alley.
- c. The Organiser excludes all other guarantees, implied terms and warranties, whether statutory or otherwise, relating to evoke<sup>AG</sup> Startup Alley and the subject matter of the Organiser's agreement with you.
- d. The Organiser will not be liable to you for indirect or consequential loss arising from or connected to evoke<sup>AG</sup> Startup Alley 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 Organiser's liability to you for loss or damage of any kind arising from or in connection with evoke<sup>AG</sup> Startup Alley 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.

37. You indemnify the Organiser against all loss, liabilities, damages, costs and expenses (including all legal costs, whether incurred or awarded) suffered or incurred by the Organiser 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 Organiser.

38. Failure by the Organiser to enforce any of its rights at any stage does not operate as a waiver of that power or right.

39. You acknowledge that you have not relied on any warranty or representation other than those found in these terms and conditions.

40. 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**

41. The Organiser may collect certain personal information about you through your Application, through the media materials, through the Organiser'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 Organiser will not be able to process your Application and you will not be able to participate in evoke<sup>AG</sup> Startup Alley.

42. All details held by the Organiser will be held in accordance with the AgriFutures Australia Privacy Policy which can be accessed on the Website.

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

43. 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.