

## **evoke<sup>AG</sup>. Future Young Leaders Competition Terms and Conditions**

By submitting an application for the 2023 evoke<sup>AG</sup>. Future Young Leaders 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. The evoke<sup>AG</sup>. Future Young Leaders Competition is a chance for young emerging thought leaders in the agricultural industry to present their research, passion and/or ideas relating to the future of agriculture and this year's question "You are standing on the main stage at evokeAG. 2023 in Adelaide in front of 1,500 agrifood innovation enthusiasts from around the globe – what do you want to say to them to capture their attention and create impact?". Successful applicants will present their ideas in front of a live audience of producers, investors, private enterprise, government and entrepreneurs at the evoke<sup>AG</sup>. Down to Earth event, which will take place in Adelaide, South Australia, Australia on Tuesday 21, February 2023 and Wednesday, 22, February 2023 at the Adelaide Convention Centre ("**Event**").

### **Eligible entrants**

4. Entry to the Competition is open to individuals who are:
  - a. Between 18 years of age and 30 years of age on the date of entry; and
  - b. Permanent residents of Australia or New Zealand; and
  - c. Must not have participated in the 2019 or 2020 evoke<sup>AG</sup>. Future Young Leaders program

("Eligible Entrants").

5. Eligible Entrants may submit only one entry for the Competition. If an Eligible Entrant enters the Competition more than once, all of their entries will be considered invalid.

6. Officers or employees of the Promoter, George P. Johnson or the Future Young Leaders partners, 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, 30 May 2022 until 12:00pm (AEST) Sunday, 3 July 2022 (“**Application Period**”).
8. To enter the Competition, Eligible Entrants must, during the Application Period:
  - a. Follow evoke<sup>AG</sup> and AgriFutures Australia on Instagram, Facebook, Twitter and LinkedIn;
  - b. Submit an application form on the evoke<sup>AG</sup> website at [www.evokeag.com](http://www.evokeag.com) (“**Website**”); and
  - c. Upload a video pitch of no more than 60 seconds in duration addressing the question “You are standing on the main stage at evokeAG. 2023 in Adelaide in front of 1,500 agrifood innovation enthusiasts from around the globe – what do you want to say to them to capture their attention and create impact?” (“**Video Pitch**”).

(“**Application**”).

Information on the specific technical requirements for video uploads, including acceptable file types and maximum files sizes, is available on the Website.

9. By submitting an Application, an applicant (“**Applicant**”) agrees:
  - a. To be bound by these terms and conditions;
  - b. That the Promoter may, in its absolute discretion, select an Applicant as a successful applicant;
  - c. That the Promoter may, in its absolute discretion, share or post an Applicant’s Video Pitch on the Promoter’s Instagram, Facebook, Twitter and LinkedIn channels;
  - d. That an Applicant’s contact details will provided to the Promoter, George P. Johnson and the Future Young Leaders sponsor;
  - e. That the Promoter and any sponsors of the Event may use, in any publicity materials (including but not limited to media releases, newsletters, newspaper articles, annual reports, audio interviews, website and social media accounts), information about an Applicant which is contained in their Application; and
  - f. 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.
10. The Promoter may verify the validity of Applications, including Applicants’ identity, age and home address.

11. The Promoter may, in its sole discretion, refuse or exclude any Application, at any time before the running of the Competition.
12. 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.
13. 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.

#### **Video Pitches**

14. Any Applicant who submits a Video Pitch that involves music must submit alongside their Application either:
  - a. Evidence that the music used in the video is royalty-free; or
  - b. A copy of the Applicant's licence to use that piece of music, including a provision in the licence that the music as included in the Video Pitch may be distributed on the Promoter's social media channels at the Promoter's sole discretion.
15. Each Applicant warrants to the Promoter that:
  - a. Their Video Pitch does not infringe the rights of any third party and all efforts have been taken to avoid any such infringement including by adequately obscuring any copyright works depicted in the Video Pitch such as logos or brands;
  - b. Their Video Pitch does not contain any trade marks;
  - c. Other than as provided for in clause 14, the Applicant owns the copyright in their Video Pitch and is entitled to submit the Video Pitch as part of, and for the purposes of, the Competition;
  - d. Other than as provided for in clause 14, the Applicant is the author of their Video Pitch;
  - e. Other than as provided for in clause 14, the Applicant's Video Pitch is their original work and not copied or adapted from any third party or source; and
  - f. Their Video Pitch does not include any content that contravenes any law or is otherwise offensive, defamatory, objectionable or inappropriate.
16. All Applicants consent to the inclusion of their Video Pitch on any of the Promoter's social media channels, in any of the Promoter's promotions or advertising for any product, and

- a. Without attribution to the entrant; and
- b. With changes to the work of any kind made by the Promoter.

#### **Selection of successful applicants by the judges**

17. Each valid Application will be judged by a panel of judges appointed by the Promoter (“**Selection Panel**”) according to its merits based on the following criteria:
  - a. Content of Video Pitch; and
  - b. Applicability of the Video Pitch to one of the Event themes.
18. The Selection Panel will consist of representatives from the Promoters organisation and may consist of external representatives
19. The Selection Panel will select the seven best Applicants (“**Judge’s Successful Applicants**”) to present at the Event based on the above criteria.
20. Judge’s Successful Applicants will be notified by phone by Monday, 18 July 2022
21. The judges will also select up to four Applicants from the pool of Applicants who were not selected as Judge’s Successful Applicants (“**People’s Choice Finalists**”) to enter into the People’s Choice voting round.
22. People’s Choice Finalists will be notified by phone on Tuesday, 26 July 2022.

#### **People’s choice voting**

23. The Video Pitches of the People’s Choice Finalists will be shared on the Promoter’s evoke<sup>AG</sup> Instagram, Facebook, Twitter and LinkedIn channels and the evoke<sup>AG</sup> website in separate posts at 9.00am (AEST) Tuesday, 19 July 2022.
24. Voting via a website poll for the People’s choice category will be open from 9:00am (AEST) Tuesday, 19 July 2022 until 9:00am (AEST) Tuesday, 26 July 2022 (“**Voting Period**”).
25. Instagram, Facebook, Twitter and LinkedIn users will be prompted follow a link to the evoke<sup>AG</sup> website to vote via an online poll the best Video Pitch based on the quality and content of the Video Pitch and the applicability of the Video Pitch to one of the Event themes (Food, Farm and Future).
26. The Applicant who submitted the one Video Pitch that receive the most votes on the online poll during the Voting Period will be selected as the People’s Choice applicant (“**People’s Choice Successful Applicant**”).
27. The Promoter will conduct a final tally for the Video Pitch with the most votes on the evoke<sup>AG</sup> website poll at 9:00am (AEST) on Tuesday, 26 July 2022. Voting after this time will be closed. All calculations and decisions of the Promoter regarding total number of votes are final.
28. People’s Choice Successful Applicant will be notified by phone on Tuesday, 26 July 2022.

#### **Successful Applicants**

29. The names of Judge's Successful Applicants and People's Choice Successful Applicant (together, "**Successful Applicants**") will be published on the Website and the Promoter's social media channels on Thursday, 4 August 2022.
30. The Competition is a game of skill and chance plays no part in determining the Successful Applicants.
31. If an Applicant is selected as a Successful Applicant, they agree to make themselves available:
  - a. The day before the Event (Monday 20 February 2023) for rehearsal at the Adelaide Convention Centre;
  - b. On 21 and 22 February 2023 for the Event, to make their presentation and to participate in media interviews and photographs; and
  - c. At any other times and places as notified by the Promoter.
32. By attending the Event, Successful Applicants 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>

#### **Prize**

33. If a Successful Applicant does not reside in the Adelaide Metropolitan area, the Promoter will provide one return economy airfare from that Successful Applicant's nearest state capital city airport or major regional airport as determined by the Promoter within Australia or New Zealand to Adelaide for the Event if required, together with airport transfers from and to Adelaide airport, 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 Successful Applicant resides within the Adelaide Metropolitan Area, the Successful Applicant will be responsible for their own accommodation and transport to and from the Event. If the successful Applicant resides in a regional location where the driving distance to Adelaide is shorter than the driving distance to the nearest major regional or capital city airport which offers flights to Adelaide, the Promoter will compensate pre-approved driving expenses at a rate of 68 cents per kilometre travelled and parking in Adelaide. All other costs including meals, spending money, taxes (excluding airline and airport taxes), insurance, transport to and from the departure airport, 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 Successful Applicant may be required to present their credit card at time of accommodation check in.
34. The Promoter will bear no cost in respect of passports or visas for Successful Applicants, and takes no responsibility for the immigration status, including passports and visas, of Successful Applicants.
35. All Successful Applicants will receive one ticket to the Event.

36. All Successful Applicants will have the opportunity to give a five-minute presentation relating to this year's question as set out in their Video Pitch on one of the stages at the Event ("**Presentation**").
37. 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 Successful Applicant 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.
38. Entering the Competition does not guarantee that an Applicant 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.
39. Successful Applicants must ensure that:
  - a. Their Presentation will be their original work and not copied or adapted from any third party or source, and that they will own all rights (including intellectual property rights) in the Presentation;
  - b. Their use of ideas or information in relation to their Presentation 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. Their Presentation does not include any content that contravenes any law, infringes the rights of any third party or is otherwise offensive, defamatory, objectionable or inappropriate.

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

40. 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.
41. The Promoter may disqualify an Applicant from the Competition at any time 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.
42. 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.

43. Any Successful Applicant who wishes to cancel their attendance at the Event must make a cancellation request in writing to the Promoter via email at [letstalk@evokeag.com](mailto:letstalk@evokeag.com).

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

44. In relation to an Applicant's own intellectual property rights, or intellectual property rights of others that an Applicant uses with consent in relation to the Competition, an Applicant acknowledges that by disclosing information in the Competition they 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.
45. The Promoter recommends that an Applicant does not disclose information for the purposes of the Competition that would or might affect their capacity to protect and/or exploit intellectual property rights in the future by registration of rights or any other way.
46. The Promoter recommends that an Applicant seeks legal advice in relation to intellectual property and an Applicant acknowledges that they have had the opportunity to do so.
47. An Applicant expressly authorises the Promoter to use the information they provide including their name for the purpose of the Competition including promoting the Competition and related activities conducted after conclusion of the Competition.
48. Nothing in these terms and conditions implies a licence to use the intellectual property of the Promoter.

#### **Images and multimedia release**

49. Any person who registers for the Event, including the Successful Applicants 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**

50. Except to the extent that the law prohibits or negates such exclusions or limitations:
- a. The Promoter is not liable to an Applicant for any cost incurred or loss or liability an Applicant suffers in any way in relation to the Competition. This includes personal injury and property damage.
  - b. An Applicant acknowledges 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 an

Applicant's circumstances; (ii) the suitability of judges; (iii) an Applicant's prospects of winning a prize; (iv) the effect of the Competition on an Applicant; 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 an Applicant.
  - d. The Promoter will not be liable to an Applicant 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 an Applicant for loss or damage of any kind arising from or in connection with this Competition is reduced to the extent (if any) that an Applicant causes or contributes to the loss or damage. This reduction applies whether its liability is in contract, tort (including negligence), under any statute or otherwise.
51. An Applicant indemnifies 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 an Applicant of their 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.
52. Failure by the Promoter to enforce any of its rights at any stage does not operate as a waiver of that power or right.
53. An Applicant acknowledges that they have not relied on any warranty or representation other than those found in these terms and conditions.
54. 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.

#### **Use of social media platforms**

55. The Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or LinkedIn.
56. Each Applicant releases, discharges and holds harmless each of Instagram, Facebook, Twitter and LinkedIn, and their agents, from any and all claims, demands or causes of actions that they may hereafter have in relation to this Competition.

#### **Privacy notice**

57. The Promoter may collect certain personal information about an Applicant through their Application, through the media materials or through the Promoter's contractors or agents, for the purpose of verifying an Applicant's identity, age or residency, or otherwise in accordance with these terms and conditions. Without this information, the Promoter will not be able to process an Application and an Applicant will not be able to participate in the Competition.



58. 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**

59. 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.