

## **evoke<sup>AG</sup>. 2023 Adelaide Startup Terms & Conditions**

By submitting an application for the 2023 evoke<sup>AG</sup>. Startup Program 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 75 923 689942), 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 Startup Showcase stream aims to provide a platform for Australian and international startups to showcase their ideas in front of any international audience whilst also demonstrating our agrifood tech ecosystem by highlighting key innovators of the industry. This will take place in Adelaide, South Australia, on Tuesday, 21 February 2023 and Wednesday, 22, February 2023 at the Adelaide Convention Centre (“**Event**”).
4. 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 Adelaide, South Australia, Australia on Tuesday, 21 February 2023 and Wednesday, 22, February 2023 at the Adelaide Convention Centre (“**Event**”).
5. The Investor Pitch event aims to facilitate curated conversations and connections between international and local investors, and Australian & New Zealand companies. This will take place in Adelaide, South Australia, Australia on the evening of Monday, 20 February 2023.

### **Eligible entrants**

6. If you are applying for the **Startup Showcase** stream entry to the Competition is open to registered businesses who are:
  - a. 18 years of age or older on the date of entry; and
  - b. Have a registered business (Australian and/or international)
  - c. Must have an agrifood innovation product to showcase at the event

- d. Innovation must be solving local and/or global agricultural challenges
  - e. International applicants must be able to demonstrate their ability to scale into the Australian market, and have a go-to market strategy.
7. If you are applying for the **Investor Pitch** entry to the Competition is open to registered businesses companies who are:
- a. 18 years of age or older on the date of entry; and
  - b. Permanent residents of Australia, New Zealand and/ or Pacific Islands; or
  - c. Have a registered business in/or Australia, New Zealand and/or the Pacific Islands
  - d. Must have previously raises seed funding and/or above (or bootstrapped)
  - e. Must be preparing to or in the midst of a seed, or above funding round.
8. If you are applying for the **Investor Pitch** entry to the Competition is open to registered businesses companies who are:
- a. 18 years of age or older on the date of entry
  - b. Have a registered business.
  - c. Must have an agrifood innovation product to showcase at the event
  - d. Innovation must be solving local and/or global agricultural challenges
  - e. Previous Startup Alley participants are eligible to apply however must demonstrate how their business has evolved since last exhibiting at the event.
- (“Eligible Applicants”).**
9. All successful applicants will be responsible for making their own way to Adelaide 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 Adelaide for the Event.
10. Current Officers or employees of the Promoter or George P Johnson Pty Limited, and the immediate families of any such officers or employees, are not eligible to enter.

## **Applications**

11. Applications for the Competition will be open from 9.00am (AEST) Monday, 26 September 2022 until 11.59pm Sunday, 30 October 2022 (AEDT) (“**Application Period**”).
12. Applications will be accepted in any one of the following Startup Program streams:
  - a. Startup Showcase
  - b. Startup Alley
  - c. Investor Pitch

Information on the specific requirements for each Startup Program activity, including further eligibility and selection criteria, is available on the evoke<sup>AG</sup> website at [www.evokeag.com](http://www.evokeag.com) (“**Website**”).

13. To enter the Competition, Eligible Entrants must, during the Application Period, submit an online application in English in their chosen activity 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 product/idea and why the entry should be included in the Startup Showcase, Startup Alley and/or Investor Pitch
14. 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.
15. The Promoter may verify the validity of Applications, including Applicants’ identity, age and home address.
16. The Promoter may, in its sole discretion, refuse or exclude any Application, at any time before the running of the Competition.
17. 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.
18. 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**

19. 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.
20. The judges will select up to seven finalists ("**Finalists**") in the Startup Showcase stream to present in the Startup Showcase at the Event based on the above criteria.
21. The judges will select up to five finalists ("**Finalists**") for the Investor Pitch to present in the at the Investor Pitch Event based on the above criteria.
22. The judges will select up to 29 finalists ("**Finalists**") for Startup Alley to exhibit in the at the event. The remaining Startup Alley spots will be filled with the Startup Showcase and Investor Pitch participants.
23. All Finalists will be notified by email or telephone on Tuesday, 18 November 2022 and their name published on the website and evokeAG and AgriFutures Australia's social media channels on Thursday, 8 December 2022.
24. If you are selected as a Finalist, you agree to make yourself available:
  - a. Startup Showcase and Startup Alley participants will need to be available the day before the Event (Monday, 20 February 2022) for rehearsal and bump-in of their exhibition at the Adelaide Convention Centre in Adelaide;
  - b. Investor Pitch participants will need to be available (Monday, 20 February 2022) for the Investor Pitch event at the Adelaide Wine Centre from 3.30pm;
  - c. On 21 and 22 February 2022 for the Event, to attend the Event, present your innovation at the Startup Showcase and participate in Startup Alley and to participate in media interviews and photographs; and
  - d. At any other times and places as notified by the Promoter.
25. By attending the Event, Finalists agree to abide by the [AgriFutures Australia Code of Conduct](#).

### **Startup Alley**

26. In addition, all Finalists will be required to have a dedicated area in Startup Alley (“Area”). The Promoter will provide one Startup Alley booth, screen and power to each Area, and any participant in Startup Alley must meet any additional expenses incurred in setting up an Area.

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

27. 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.
28. 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.
29. 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.

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 Event. Any Finalist who wishes to cancel his or her attendance must make a cancellation request in writing to the evoke<sup>AG</sup> Manager – Dallas Pearce via email [letstalk@evokeag.com](mailto:letstalk@evokeag.com)

### **Intellectual property and disclosure**

31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. Nothing in these terms and conditions implies a licence to use the intellectual property of the Promoter.

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

- 37. 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**

- 38. 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.
39. 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.
40. Failure by the Promoter to enforce any of its rights at any stage does not operate as a waiver of that power or right.
41. You acknowledge that you have not relied on any warranty or representation other than those found in these terms and conditions.
42. 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**

43. 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.

44. 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**

45. 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.
46. By entering the Competition and attending the Startup Program, you must confirm that you do not have any Covid-19 symptoms.
47. To the extent permitted by law, you may be requested to provide evidence of Covid-19 vaccination.
48. When reasonably asked to do so, you must provide response to other Covid-19 related inquiries, submit to temperature checks and adhere to any other reasonable safety measures required by the Promoter or the event host facility (including, but not limited to, rules regarding social distancing, testing, contract tracing, use of PPE, hygiene and cleaning/sanitizing/disinfecting). This information will be collected in accordance with guidance provided by relevant health authorities.