

These Terms and Conditions apply to your participation in AgriHack Grain AgriHack. The application for participation in this initiative (available at www.agrihack.com.au) forms part of these Terms and Conditions. By submitting an application, you accept these Terms and Conditions.

AgriHack Grain AgriHack: Terms and Conditions

1 Overview

These Terms and Conditions apply to the participation of an individual or team in AgriHack Grain AgriHack ('Event') scheduled to be held in Wagga Wagga 6-7 April 2017. Any reference to 'you' (and 'your' and 'yours') means the person who is applying to participate in the Event. By clicking your acceptance of these Terms and Conditions, you:

- (a) agree that you have read and understand these Terms and Conditions;
- (b) enter into a binding agreement on these Terms and Conditions with AgriHack

If you do not agree to these Terms and Conditions, you may not participate in this Event.

The Event is organised and conducted by Regional Tenders, Grants and Corporate Services Pty Ltd (ABN 74603070122)

2 Application process

Eligible participants 2.1

You can apply to participate in the Event if you:

- (a) are 18 years or older or whose parent or legal guardian agrees to these Terms and Conditions on their behalf; and
- (b) are not involved in, and do not have an immediate family member involved in, the administration or judging of the Event.

(You cannot apply on behalf of a company, sponsor, university, employer or any other organisation or entity, unless given explicit and prior approval from AgriHack.

Registration process 2.2

If we have notified you that we have accepted your application, to participate in the Event you must complete the registration process in person no later than 10am (AEST) on Thursday 6 April 2017.

You are responsible for ensuring that you arrive sufficiently early and allow enough time to complete the registration process before the deadline.

Submitting entries 2.3

For the 'Tech Hack' An entry may comprise a wholly or partially completed platform (eg website/microsite, Facebook App, mobile app, etc) or failing that the design and creative for the development of a mobile App that meets the requirements of the Written Brief. (**Entry**)

For the 'Social Hack' an entry may comprise a wholly or partially completed platform (eg website/microsite, Facebook App, mobile app, etc) or failing that the design and creative for the development of a mobile App that meets the requirements of the Written Brief. It may also comprise of a draft policy or program.

You must submit Entries to the judges at 2pm Friday 7 April. You will be told how to make your submission at the beginning of the Event.

Your Entry must include a:

- (a) 5 minute demonstration of that demonstration version for the judges, which may involve answering questions from the judges; and

- (b) description of the Entry using no more than 250 words, to be submitted prior to the demonstration period..

You can only submit Entries if they have been developed:

- (a) solely as part of the Event, and not in the course of employment for a third party; by registered eligible participants, in accordance with these Terms and Conditions; do not to your knowledge infringe any third party rights or contain confidential information that you do not have the right to include;
- (b) do not contain any third-party software, other than open source software, or off-the-shelf development tool kit within the terms of licences held by the participants that have developed the Entry or as otherwise disclosed to AgriHack;
- (c) do not contain any inappropriate, offensive or malicious material.

You can submit as many entries you want as long as each :

- (a) is original;
- (b) is materially different from any other Entry you have submitted; and
- (c) has not already been submitted in connection with any other application process, competition, request for funding and has not otherwise been disclosed to any other third parties.

If your Entry does not meet the requirements of this section, your Entry may not be considered by the judges.

3 Judging and prizes

Entries in the 'Tech Hack' will be judged on the following criteria:

- (a) functionality;
- (b) innovation;
- (c) practical utility;
- (d) user experience;
- (e) product execution,
- (f) meeting the details provided in the AgriHack Grain Tech Hack Challenge document

Entries in the 'Social Hack' will be judged on the following criteria:

- (a) addressing a gap;
- (b) innovation;
- (c) practical utility;
- (d) user experience;
- (e) scalability
- (f) meeting the details provided in the AgriHack Social Hack Challenge document

You agree that the decision of the judges are final and that appeals will not be considered.

The Team of the winning Entries will be awarded \$1000 in prize money,

If you win you:

- (a) agree to direct media enquiries to AgriHack; and
- (b) acknowledge that you may be requested to participate in media interviews;

4 Intellectual property

AgriHack acknowledges that all participants retain all ownership of intellectual property in their Entries.

The winner agrees to give Regional Tenders, Grants and Corporate Services the first right to enter into good faith negotiations for:

- (a) the acquisition of the intellectual property rights in the Entry; or
- (b) the grant of a perpetual licence to AgriHack to use, modify, develop, communicate and/or sub-licence any intellectual property rights in the Entry and its name, on an exclusive basis.

You acknowledge that AgriHack or other participants may have independently developed or commissioned materials similar or identical to your Entry and you have no rights or interest in any such other materials.

You acknowledge that if you have made an Entry as part of a team, it is up to you to decide how the intellectual property in your Entry is owned

If AgriHack uses your Entry, AgriHack agrees to credit you, and where applicable your team members, unless not reasonably practicable to do so.

AgriHack is not obliged to use any Entry, even a winning Entry, for any purpose.

5 Teams

Each team is solely responsible for its own membership, cooperation, and any dispute resolution.

AgriHack, CSU and all persons connected with the organisation of the Event will not be responsible for any team disputes, including, without limitation, disputes between team members in connection with contribution, cooperation, distribution of prizes, intellectual property in or use or development of the Entry.

You agree that if the team's Entry wins, the team is solely responsible for distributing the prizes appropriately between all members.

6 Safety issues

You acknowledge that the Event may involve you participating intensively. You agree to behave in a professional, respectful, non-disruptive and appropriate manner, including taking all reasonable care and responsibility for your own health and safety and that of others at all times while participating in the Event, including when travelling to and from the Event. You agree that you are responsible for making appropriate arrangements to get home safely at the conclusion of the Event.

As the Event is scheduled over a 48 hour period, you agree that you are responsible for ensuring that you get sufficient rest and nutrition during the Event. However, if you have concerns about your health, safety or welfare at any time during the Event, you may withdraw from the Event at any time. Please notify the Event organisers if you decide to withdraw from the Event.

You agree to comply with all relevant laws and any safety or operational policies or reasonable directions that AgriHack, the Event organisers or any third party providers may give you, including where access to any facilities or use of any equipment is made available to you in connection with the Event.

You agree that if you do not comply with any of these Terms and Conditions, you may be disqualified from competing in the Event. AgriHack may cancel, postpone or suspend the Event at any time if an unforeseen incident occurs which affects, or has the potential to affect, the safety, integrity or fairness of the Event.

If the Event is cancelled, AgriHack may, but is not obliged to, select a winning Entry from those submitted before the Event is cancelled.

7 Confidentiality

Any information, materials or content we provide to you or your team members deemed or denoted as confidential as part of the Written Brief or during the Event is strictly confidential.

You agree that you will only use that confidential information to develop your Entry as part of the Event.

Outside the Event, you agree to keep that information confidential and not use or disclose the confidential information without our written consent. You can use and commercialise the Entry or any design and creative prepared for an Entry as otherwise permitted by these Terms and Conditions, provided that you remove all of our confidential information.

8 Liability

Warranties 8.1

By agreeing to these Terms and Conditions, you represent and warrant that:

- (a) the idea submitted in your Entry is the original idea of you and/or your team, and is confidential to you and/or your team and other than using software as permitted by these terms,
- (b) you have not copied your Entry from any third party; you have not, and no member of your has, submitted your idea to any other competition, assessment process or any other process or program that may make your idea available to a third party for use in any way.

- (c) You agree that AgriHack, CSU and any of their related bodies corporate and any officers, employees, contractors and agents disclaim all warranties, to the extent permissible by law, including warranties that the Event will run uninterrupted or without error, or that the information provided as part of the Written Brief or Event is accurate.

Limitation of liability 8.2

To the extent the Event is a recreational service under the Australian Consumer Law, neither AgriHack, CSU or any of their respective employees, officers, contractors, volunteers or agents (together, **the Suppliers**), are liable for:

- (a) death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury) suffered by you;
- (b) the contraction, aggravation or acceleration of a disease; or,
- (c) the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs, that is or may be harmful or disadvantageous to you or the community or that may result in harm or disadvantage to you or the community, arising from your attendance at or participation in the Event.

The limitation in this clause does not apply to significant personal injury suffered by you that is caused by the reckless conduct of a Supplier of the recreational services.

You acknowledge and agree that your participation in the Event may involve staying awake for an extended period of time which could give rise to a degree of risk including personal injury. Further, and particularly if you were to travel home after the Event with limited sleep, it could give rise to damage to property or economic loss. You agree that by participating in the Event, you voluntarily assume and accept those risks.

Except to the extent that to do so would contravene any statute or cause a provision of these Terms and Conditions to be void or unenforceable, AgriHack excludes all liability for [death] or personal injury, however caused (including due to negligence by AgriHack or any Supplier), to you or any other third party arising in connection with the Event.

Except to the extent that to do so would contravene any statute or cause a provision of these Terms and Conditions to be void or unenforceable, AgriHack excludes all liability for all other loss and liability, however caused, to you or your property (including loss due to negligence by AgriHack or any Supplier) arising in connection with the Event.

You agree not to make any claim (including but not limited to all actions, demands, suits, sums of money, proceedings, liabilities, damages and costs), or take any action against any Supplier (and will not hold responsible any one of them) arising from or in connection with your participation in the Event.

You release and forever discharge each of the Suppliers from all loss, damage, cost or expense however caused (including by negligence) that you may have or may have had but for this release arising from or in connection with the Event; and

You agree to indemnify and hold harmless each of the Suppliers to the extent permitted by law in respect of any loss, damage, cost or expense however caused (including by negligence) by any person arising as a result of or in connection with the Event. 9

9 Privacy

You give us permission to:

- (a) disclose your personal information to Suppliers and third party providers who are engaged by us to assist with services including running the Event, customer contact, market research and information technology support; and
- (b) use your personal information (other than private contact details), including event photographs and/or footage publicly in connection with promotion of the Event.

If you intend to provide personal information to us about someone other than you, you must first ensure that you have obtained the consent of that person for their personal information to be collected, disclosed and used by us in the manner described in this section 9(a).

10 Marketing

You agree that CSU, its related bodies corporate and/or AgriHack may use the title of your Entry, your name, photographs and any other details relevant to your qualifications or expertise in internal documents, on the Event website and in promotional or marketing material relating to the event.

You agree that you will obtain prior written consent from AgriHack, and/or CSU before you use any of their respective trade marks or logos on any documents, presentations or other materials relating to the Event and, if CSU and/or AgriHack grants you permission to use such trade marks or logos, you must only use them in the form they have consented to.

AgriHack acknowledges that, in communications with prospective employees or industry bodies, you may refer to your participation in the Event in the following manner, using text only: "Participant – AgriHack 2017" or, if you or your team are announced the winner, "Winner – AgriHack 2017".

NAME:

SIGNATURE:

DATE: