



Terms and Conditions

By registering to participate in (re)innovate challenge, you agree to be bound by the following Terms and Conditions (which may be amended from time to time):

1. Interpretation

1.1 Participant(s) means a member of a Team and includes you

1.2 (re)innovate challenge

(re)innovate challenge is an initiative of Dynamic Horizons.

1.3 Organising Committee

The Organising Committee is responsible for the overall coordination, day to day management and running of (re)innovate challenge and is comprised of the following people;

- Tim Morris
- Jason Cotton
- James Tuckerman

1.4 Judges

The Judges are individuals selected by the Organising Committee to be members of the various panels that are responsible for assessing the business plans and oral presentations.

1.5 Mentors

Mentors are individuals approved by the Organising Committee to provide specific assistance to Competitors and Teams, in the preparation of business plans and oral presentations.

1.6 Sponsors

Sponsors are organisations who have entered into agreements with Dynamic Horizons to sponsor (re)innovate challenge. Sponsors are acknowledged on the (re)innovate challenge website at www.reinnovate.com.au/sponsors-and-partners

1.7 Partners

Partners are organisations who have entered into agreements with Dynamic Horizons to assist in the delivery of (re)innovate challenge. Partners are acknowledged on the (re)innovate challenge website at www.reinnovate.com.au/sponsors-and-partners

1.8 Participating Organisations

Participating Organisations are those businesses which have consented to a team made up of its employees entering (re)innovate challenge.

1.9 Defined Terms

Any terms defined in the entry guidelines have the same meaning as in the Terms and Conditions of entry.

1.10 Team

A team means a group of two (2) to five (5) people that satisfy the entry requirements and are approved to participate in (re)innovate challenge.

2. Entry

2.1 Mode of Entry

- a. To enter (re)innovate challenge, a Team must complete the on-line entry process on the (re)innovate challenge website.
- b. Entries must be received by 27 November 2008
- c. Payment must be received by 04 December 2008
- d. An entry may be accepted or declined by the Organising Committee at its sole discretion

2.2 Correspondence

Any correspondence from the Organising Committee to a Team will be directed by email, or other such means as the Organising Committee chooses, to the Team captain – as identified in the entry form.

2.3 Contacting the Organising Committee

Postal address: Organising Committee, (re)innovate challenge
Suite 1421, 401 Docklands Drive
Docklands, VIC 3008
Telephone: (+61 3) 9350 3678
Fax: (+61 3) 9445 9201
Email: info@reinnovate.com.au

2.4 Eligibility

Teams must comply with and maintain for the duration of (re)innovate challenge the following requirements to be eligible:

- a. Teams must represent only one business or organisation
- b. All but one (1) of the Team members must be employed by or contracted to the represented business. The remaining team member does not have to be employed by or contracted to that business.
- c. The represented business must have operations in Australia
- d. The Team must have approval by the employer to participate in the challenge, as indicated in the entry form
- e. A Team cannot submit a business plan if its proposed innovation has been implemented by the business they represent
- f. A Team must consist of at least two (2) and not more than (5) people.
- g. You may not be a Participant if you are:
 - A member of the Organising Committee;
 - A Judge;

- A Mentor;
- g. A Participant may not enter (re)innovate challenge as a member of more than one (1) Team.
 - h. A Team may not submit more than one (1) business plan in (re)innovate challenge
 - i. If at any time during (re)innovate challenge, a Team or Participant fails to meet eligibility requirements as per 2.4, that Team or Participant will be disqualified at the discretion of the Organising Committee.

2.5 Changes to Team Composition

- a. You can remove or appoint members of your Team following the procedure in clauses 2.5 (b) - (d), according to the timetable.
- b. The Team Captain can remove or nominate Team members on the (re)innovate challenge website, or by contacting the Organising Committee. The new Team member must agree to be bound by these Terms and conditions. Where a new team member is nominated, the Participating Organisation of the Team must consent to the participation of the new member.

2.6 Withdrawal of a Team

A Team may withdraw from (re)innovate challenge at any time, providing notice is addressed to the Organising Committee in writing, and is signed by the Team leader and one other member of the Team.

2.7 Originality

The concept that forms the basis of your Team's business plan must:

- a. Originate from one or more of the members of your Team (as nominated on the entry form, or as appointed in accordance with clause 2.5), *or*:
- b. Originate from the business you represent, *or*:
- c. If a concept has been patented by, or is the property of a third party, the Team must have the agreement in writing of the patentee or owner to the use of the concept by the Team, and the patentee or owner must be expressly credited in your business plan and oral presentation.

2.8 Media Exposure

- a. It is a condition of entry that Teams who submit a final business plan also provide a media release that can be used for media and public relations activities. Any information contained in the media release will likely enter the public domain, and you authorise disclosure of that information
- b. It is a condition of entry that winners of the state-level awards and national-level prizes will make themselves available to the Organising Committee, for media and public relations activities.

3. Assistance

Your Team will be entitled to access the (re)innovate challenge on-line mentor forums and pose questions relevant to your business plan. The Organising Committee will endeavour to ensure your questions are answered in a timely fashion, but cannot guarantee that this will be the case.

4. Awards, Prizes and Decisions

4.1 State Level Awards

- a. In each State and Territory, awards will be given to the best business plan in each of the six (6) categories: Process Innovation; New Market Offering; Business Model Innovation; Sustainability; Export Offering; and Regional Innovation.
- b. The award for each category will consist of a named trophy and certificate
- c. Winners of each of the categories will be eligible to progress to the national level of judging.

4.2 National Level Prizes

- a. Winners of each of the six (6) main categories will receive cash and in-kind prizes of a yet to be determined value.
- b. Winners of the small, medium and large business categories will receive cash and in-kind prizes of a yet to be determined value.
- c. The overall (re)innovate challenge winner will receive cash and in-kind prizes of a yet to be determined value.

4.3 Additional Prizes

The Organising Committee may, at its discretion, award additional prizes to other Teams.

4.4 Variation in prizes

The Organising Committee may, at any time, and without notification to any person, vary any of the awards and prizes detailed in clauses 4.1 and 4.2.

4.5 Date and notification of decision

- a. The names of the teams to receive an award under clause 4.1 will be announced in their respective state or territory four weeks after the submission and presentation of final business plans.
- b. The names of the teams to receive a prize under clause 4.2 will be announced at the prize giving dinner.

4.6 Finality of decision

The decisions of the Judges will be final. No communication will be entered into with any person in relation to any decision of the Judges.

5. Intellectual Property

5.1 Warranty

The business plan must be the original work of the Team and where parts of the business plan comprise copyright works of third parties, those third parties must have given their consent to the use of that material. A team must not submit an entry that:

- a. Infringes the intellectual or industrial property rights of any third party or discloses an information in breach of an obligation of confidentiality;
- b. Is in breach of any law;
- c. Is the subject of any adverse claim by a third party

5.2 Confidentiality

If a business plan contains information which is confidential, then it must be presented in a way that it can be redacted from the business plan. It is the responsibility of the Team to clearly identify any material which is confidential prior to submission to the Judges or Mentors.

An obligation of confidentiality will not subsist in any material which:

- a. Is or becomes part of the public domain;
- b. Was already known to a Judge, Mentor, member of the Organising Committee or Dynamic Horizons prior to submission of the business plan in which it is contained;
- c. Is disclosed to a Judge, Mentor, member of the Organising Committee or Dynamic Horizons by a third party after submission of the business plan by the Team

5.3 Non-Disclosure

All Judges, Mentors, and members of the Organising Committee are required to enter into a non-disclosure agreement with Dynamic Horizons, to keep confidential information confidential, and to not use details of the business plans or other information submitted by Teams in connection with (re)innovate challenge, *except*:

- a. In their capacity as Judge, Mentor or member of the Organising Committee; or
- b. Unless otherwise instructed in writing by the Team concerned.

5.4 Public release of information

By submitting an entry, you agree that all public sessions of the competition, including but not limited to oral presentations and question/answer sessions, are open to the public at large. Any and all of these public sessions may be broadcast to interested persons through media which may include radio, television and the Internet. No claim for confidentiality may be made in respect of any data or information discussed or divulged in public sessions.

5.5 Recording of Information

By submitting an entry, you agree that Dynamic Horizons and its nominees may use your name, photograph or likeness as well as any photograph or other form of capture of a moving image for advertising, promotional and other purposes in relation to (re)innovate challenge, both in relation to (re)innovate challenge and afterwards. In particular, but without limiting the generality of this consent, you agree that Dynamic Horizons or its nominees may:

- a. Photograph or videotape you participating in (re)innovate challenge;
- b. Record your voice;
- c. Use, reproduce, publish, communicate or broadcast to the public any such photograph, videotape or recording for any purpose;
- d. Broadcast or rebroadcast any performance by you;
- e. Include in any book or other storage medium, the business plan, subject to the removal of any confidential information to be redacted and to reproduce, publish, perform, communicate to the public or make an adaptation of that book or other medium or do any of such things to a work which is an adaptation.

5.6 General protection

In every respect, it is the sole responsibility of a Team to protect any intellectual property rights in a business plan or any subject matter referred to in a business plan and every Team Member and Participating Organisation releases Dynamic Horizons and each of the Judges, Mentors and members of the Organising Committee from any and all liability for loss, damage or any claim whatsoever arising from or in connection with any intellectual property right or any confidential information including, without limitation, the destruction of that right or confidentiality in certain information, diminution in value of any such right or confidential information, or the loss of such rights.

5.7 Retention of Intellectual Property ownership by Participating Organisations

By entering (re)innovate challenge, no intellectual property right of a Participating Organisation or a member of a Team is assigned or otherwise transferred to any other person.

6. Liability

Without limiting any other provisions of these conditions but subject to the provisions of any statute mandating the inclusion of certain conditions, warranties or rights in these terms or in respect of the running of (re)innovate challenge, neither Dynamic Horizons nor any member of the Organising Committee and no Judge, Mentor, Sponsor or any employee or agent of any of them will be liable to Participants, Teams or Participating Organisations for:

- a. Any loss, damage or claim suffered or brought by you in relation to (re)innovate challenge;
- b. Any loss of expected profits by you;
- c. Any loss of a benefit you expected to gain by participating in (re)innovate challenge.

7. General

7.1 Changes to Terms and Conditions

The Organising Committee may change these Terms and conditions at any time, without specific notice to you. The amended Terms and conditions will be effective immediately upon being posted on the (re)innovate challenge website (www.reinnovate.com.au)

7.2 Taxes

Participating Organisations will be responsible for any taxes, duties, charges or levies to be paid to any person in connection with any money (including any prizes) you pay or receive in connection with (re)innovate challenge.

7.3 Termination

The Organising Committee may at any time and for any reason:

- a. Disqualify you or your Team from (re)innovate challenge, if the Organising Committee, in its absolute discretion, determines that such disqualification is warranted; or
- b. Discontinue (re)innovate challenge and associated events by posting a notice to that effect on the (re)innovate challenge website (www.reinnovate.com.au).

7.4 Situations not covered by these Terms and conditions

The Organising Committee reserves the right to determine any situations not covered by these Terms and conditions on a case-by-case basis. The decision will be final, and no communication will be entered into in regard to the decision of the Organising Committee.

7.5 Force Majeure

Neither Dynamic Horizons nor any member of the Organising Committee shall be responsible for any failure to conduct or complete (re)innovate challenge as contemplated by these terms where that failure is due to circumstances beyond the reasonable control of Dynamic Horizons. Dynamic Horizons reserves the right, at its sole discretion, to delay, terminate or cancel (re)innovate challenge or any part of it, without incurring any liability and upon notice in writing to all teams where this clause applies.

7.6 Law

The conduct of (re)innovate challenge and interpretation and validity of these terms are governed exclusively by the laws of the State of Victoria, Australia.