

evoke^{AG}. 2024 Perth Startup Terms & Conditions

By submitting an application for the 2024 evoke^{AG}. Startup Program (“**Program**”), I acknowledge and agree to the following terms and conditions:

1. I am over the age of 18 and a duly authorised representative of the applicant business.
2. Information on how to enter the Program including the application form constitutes part of these terms and conditions.
3. 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*.

Program overview

4. The Culinary Capital: A Night for Founders and Funders Dinner is designed to create a dynamic and immersive networking opportunity that brings together agrifood tech and innovation startups and scaleups and their target investment audience. This will take place in Perth, Western Australia, Monday, 19 February 2024 at Postal Hall (“**Event**”).
5. Startup Alley is an opportunity for startups in the agriculture and food industry to showcase their innovations to delegates at the evoke^{AG}. event. Startup Alley will take place at the evoke^{AG}. event in Perth, Western Australia, Australia on Tuesday, 20 February 2024 and Wednesday, 21 February 2024 at the Perth Convention and Exhibition Centre (“**Event**”).
6. The Scaleup Station is designed to support and showcase agrifood tech companies that have successfully transitioned from the emerging startup phase to the scaleup phase and is a shared, premium exhibition space for companies to showcase their innovations. This will take place in Perth, Western Australia, Australia on Tuesday, 20 February 2024 and Wednesday, 21 February 2024 at the Perth Convention and Exhibition Centre (“**Event**”).

Eligible Applicants

7. The **Culinary Capital Dinner** is open to businesses that meet the following criteria (“**Culinary Capital Dinner Eligible Applicants**”):
 - a. **Is a registered business in Australia and/or New Zealand with Culinary Capital Dinner attendees that are:**
 - i. 18 years of age or older on the date of the Culinary Capital Dinner;
 - and

- ii. Permanent residents of Australia, New Zealand and/ or Pacific Islands.
 - a. **Is an exceptional agrifood tech and innovation startup or scaleup** that:
 - i. is in the early to growth stages of development, with a minimum viable product (MVP) or proof of concept,
 - ii. is actively seeking investment, partnerships, or commercialisation opportunities, and
 - iii. has raised a minimum of a seed round at the time of entry.
- 8. **Startup Alley** is open to businesses that meet the following criteria (“**Start-Up Alley Eligible Applicants**”):
 - a. **Is a registered business in Australia or another international jurisdiction with Event attendees that are:**
 - i. 18 years of age or older on the date of the Event.
 - ii. Permanent residents of Australia, New Zealand and/ or Pacific Islands.
 - b. **Is a business in the early to growth stage of development that:**
 - i. has a minimum viable product (MVP) or proof of concept, and
 - ii. is actively seeking commercialisation or scaling opportunities.
 - c. **Is committed and available:** Selected startups must be committed to actively participating in the Startup Alley program. This includes attending the evoke^{AG} 2024 Event and actively engaging with attendees, investors, and potential customers. Startups should be available to showcase their technologies in real-time demonstrations and actively participate in networking sessions, matchmaking events, and curated meetings.
- 9. **Scaleup Station** is open to businesses that meet the following criteria (“**Scaleup Station Eligible Applicants**”):
 - a. **Has previously participated in Startup Alley at evoke^{AG}.**
 - b. **Is a registered business in Australia and/or New Zealand with Event attendees that are:**
 - i. 18 years of age or older on the date of the Culinary Capital Dinner; and
 - ii. Permanent residents of Australia, New Zealand and/ or Pacific Islands.

- c. **Is a business in the scaleup phase of development:** The business must be able to demonstrate substantial growth, expanded operations, and a clear strategy for further scaling.
 - d. **Will provide a cash contribution:** The business must provide a cash contribution of \$5,000 to participate in the Scaleup Station. This contribution will be used to fit out the premium exhibition space with furniture, branding and an interactive screen.
10. All successful applicants will be responsible for making their own way to Perth for the Event and for ancillary costs to attend, such as accommodation. Applicants from outside of Australia will be responsible for, and bear the cost of, ancillary travel requirements, such as immigration matters and require documents (like any visa required to travel to Perth for the Event).
 11. Current Officers or employees of the promoter AgriFutures Australia, and the immediate families of any such officers or employees, are not eligible to enter.

Applications

12. Applications for the Program will be open from 9.00am (AEST) Monday, 18 September 2023 until 11.59pm Monday, 23 October 2023 (AEDT) (“**Application Period**”).
13. Applications will be accepted in any one of the following Event streams:
 - a. Culinary Capital Dinner
 - b. Startup Alley
 - c. Scaleup Station

Further information on each Program stream is available on the evoke^{AG} website at www.evokeag.com (“**Website**”).
14. To enter the Program, Eligible Entrants must, during the Application Period, submit an online application in English in their chosen stream on the Website (“**Application**”) 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 innovation and why the entry should be included in the Culinary Capital, Startup Alley and/or Scaleup Station.
15. By submitting an Application, you (“**Applicant**”) agree:
 - a. To be bound by these terms and conditions;
 - b. That the Promoter will, by reference to the selection criteria in these terms and conditions, make the final decision regarding the applicants that will participate in the Program; and
 - c. To provide proof of identity, proof of age or proof of residency upon request by the Promoter.
16. The Promoter may verify the validity of Applications, including Applicants’ identity, age and home address.
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 Program.

Selection Criteria

The Selection Criteria for each Program stream is as follows:

19. Culinary Capital Dinner Applications will be evaluated by reference to the following Selection Criteria:
 - a. **Demonstrates exceptional innovation and technology** in agritech, foodtech, spacetech, climatetech, sustainability or a substantially similar sector, including by demonstrating:
 - i. how its technology has an exceptional edge over others in the market, and
 - ii. that its technologies and solutions that have the potential to revolutionise the sector, address global challenges and contribute to

positive change in Australian agriculture.

- b. **Demonstrates a clear and compelling customer value proposition**, including how its technologies, solutions, or business models address market demand and provide tangible benefits to customers in the agrifood sector.
- c. **Demonstrates strong market potential for its innovations**, including by clearly explaining the business's target market, customers, and competitive landscape.
- d. **Is actively seeking investment or partnerships**. The business must:
 - i. have a well-defined investment thesis, showcasing its funding requirements, valuation, and growth plans, and
 - ii. be prepared to engage with potential investors and partners during and after the Culinary Capital Dinner.
- e. **Demonstrates innovativeness and impact**: The business must be able to demonstrate how its innovation contributes to sustainability, efficiency, food safety, food security, environmental and social impact, or substantially similar issues affecting Australian agriculture.
- f. **Demonstrates a vision for growth and sustainability beyond the Capital Culinary Dinner**: Participants should be open to post-event support initiatives, including the evoke^{AG}. Alumni Program, producer showcases and mentorship opportunities.

20. Startup Alley Applications will be evaluated by reference to the following Selection Criteria:

- a. **Has a clear roadmap for product development, market penetration, and growth**.
- b. **Demonstrates exceptional innovation and technology** in agritech, foodtech, spacetechnology, climatetechnology, sustainability or a substantially similar sector, including by demonstrating:
 - i. how its technology has an exceptional edge over others in the market, andthat its technologies and solutions that have the potential to revolutionise the sector, address global challenges and contribute to positive change in Australian agriculture.
- c. **Demonstrates strong market potential for its innovations**, including by:
 - i. clearly explaining the target market, customers, and competitive landscape, and

- ii. providing evidence of market demand, and the potential for scalability and profitability.
 - d. **Demonstrates a positive impact on the agrifood sector**, for example by improving sustainability, increasing efficiency, enhancing food safety, addressing food security, or driving environmental and social impact.
 - e. **Demonstrates the potential to have a meaningful impact on the Australian and global agrifood sectors:** The program is open to both Australian and international startups and businesses from all geographical locations are encouraged to apply if their innovations have the potential to make a meaningful impact on the Australian and global agrifood sectors.
 - f. **Demonstrates a vision for growth and sustainability beyond the Event:** The program seeks companies that have the potential to continue to develop, attract further investment, and forge long-term partnerships. Participants should be open to post-event support initiatives, including the evoke^{AG} Alumni Program, sponsorship opportunities for agrifood tech events, and mentorship opportunities.
- 21. **Scaleup Station Applications** will be evaluated by reference to the following Selection Criteria:
 - a. **Demonstrates exceptional innovation and technology** in agritech, foodtech, spacetechnology, climatetechnology, sustainability or a substantially similar sector, including by demonstrating:
 - i. how its technology has an exceptional edge over others in the market, and
 - ii. that its technologies and solutions that have the potential to revolutionise the sector, address global challenges and contribute to positive change in Australian agriculture.
 - b. **Demonstrates tangible market traction**, which could include increased customer base, revenue growth, successful partnerships, or market expansion.
 - c. **Demonstrates continued innovation**, including by showcasing its commitment to innovation, ongoing development of its product or service offerings, and a distinct value proposition.
 - d. **Demonstrates the potential to have a meaningful impact on the Australian and global agrifood sectors:** The program is open to both Australian and international startups and businesses from all geographical locations are encouraged to apply if their innovations have the potential to make a meaningful impact on the Australian and global agrifood sectors.

Selection of participants

22. Each eligible Application will be judged by a panel of judges (appointed by the Promoter) according to its merits and ability to meet the Selection Criteria, and taking into account:
 - a. The quality and content of responses to Application questions; and
 - b. The ability to articulate problem, solution, or idea in the Application video.
23. The judges will select up to five companies in the Culinary Capital stream to present at the Culinary Capital Dinner. Each company will also receive a place in either Startup Alley or the Scaleup Station as determined by AgriFutures Australia.
24. The judges will select up to 24 companies to exhibit in the Startup Alley at the evoke^{AG} Event.
25. The judges will select up to six companies to exhibit in the Scaleup Station at the evoke^{AG} Event.
26. All Participants will be notified by email or telephone on Thursday, 9 November 2023 and their name published on the website and evokeAG and AgriFutures Australia's social media channels on Monday, 4 December 2023.
27. If you are selected as a participant, you agree to make yourself available as follows:
 - a. Startup Alley participants will need to be available the day before the Event (Monday, 19 February 2024) for bump-in of their exhibition at the Perth Convention and Exhibition Centre in Perth. Startup Alley participants will need to be present during the event on 20 and 21 February 2024 to showcase in Startup Alley from 8.00am – 5.00pm, and to participate in media interviews and photographs. Startup Alley participants selected to Demo will need to demonstrate their technologies at nominated times within the program.
 - b. Scaleup Station participants will need to be available the day before the Event (Monday, 19 February 2024) for bump-in of their exhibition at the Perth Convention and Exhibition Centre in Perth. Scaleup Station participants will need to be present during the event on 20 and 21 February 2024 to showcase in Scaleup Station from 8.00am – 5.00pm, and to participate in media interviews and photographs.
 - c. Culinary Capital Dinner participants will need to be available (Monday, 19 February 2024) for the Culinary Capital Dinner event at Postal Hall from 3.30pm – 11.00pm. Culinary Capital participants will present on stage during their nominated times and be available for media interviews and photographs.
 - d. At any other times and places as notified by the Promoter.

28. By attending the Event, Participants agree to abide by the [AgriFutures Australia Code of Conduct](#).

Variations, disqualifications and cancellations

29. If any aspect of the Program is not capable of running as planned because of any cause beyond the Promoter's control, the Promoter may cancel, terminate, modify or suspend the Program.
30. The Promoter may terminate an Applicant from the Program at any time, including during the event, 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 consistent with the overall objectives, reputation or integrity of the Event.
31. The Promoter reserves the right to prohibit entry of any person to the Event, or eject any person from the Event based on behaviour reasonably deemed inappropriate by the Promoter, its staff, its agents and any others working under its authority, including security personnel.
32. Any successful participant who wishes to cancel his or her attendance at the Event must promptly notify the evoke^{AG}. Manager in writing – Dallas Pearce via email dallas.pearce@agrifutures.com.au.

Intellectual property and disclosure

33. You warrant that:
- a. The ideas that you present in connection with the Program, 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 Program;
 - b. Your use of ideas or information in relation to the Program 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.

34. In relation to your own intellectual property rights, or intellectual property rights of others that you use with consent in relation to the Program, you acknowledge that by disclosing information in the Program 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 Program to disclose the information in any way whatsoever and to use the information in any way for the purposes of or related to the Program.
35. The Promoter recommends that you do not disclose information for the purposes of the Program 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.
36. 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.
37. You expressly authorise the Promoter to use the information you provide including your name for the purpose of the Program including promoting the Program and related activities conducted after conclusion of the Program.
38. Nothing in these terms and conditions implies a licence to use the intellectual property of the Promoter.

Images and multimedia release

39. Any person who registers for the Event, including the Participants 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

40. Except to the extent that the law prohibits or negates the following 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 preparing your Application.
 - b. You acknowledge that the details of the Program are set out on the Website and are subject to reasonable changes the Promoter makes by notice on the Website and that the Promoter does not make any warranty or representation as to: (i) the suitability of the Program to your circumstances; (ii) the suitability

of judges; (iii) your prospects of winning a prize; (iv) the effect of the Program on you or your idea; or (v) any other thing related to the Program.

- c. The Promoter excludes all other guarantees, implied terms and warranties, whether statutory or otherwise, relating to the Program 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 your Application 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 your Application 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.

- 41. As a condition of participating in a Program stream, selected participants will be required to sign a release of liability form (provided by the Promoter) in favour of the Promoter and any other parties involved in the Program.
- 42. Failure by the Promoter to enforce any of its rights at any stage does not operate as a waiver of that power or right.
- 43. You acknowledge that you have not relied on any warranty or representation other than those found in these terms and conditions.
- 44. 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.
- 45.

Privacy notice

- 46. 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 Program.
- 47. 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

- 48. 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.
49. By entering the Program and attending the Event, you agree, to the extent permitted by law to respond to 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 vaccination, social distancing, testing, contact tracing, use of PPE, hygiene and cleaning/sanitizing/disinfecting). This information will be collected in accordance with guidance provided by relevant health authorities.