

evoke^{AG}. **2025 Startup Terms & Conditions**

By submitting an application for the 2025 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 Brisbane, Queensland, Monday, 17 February 2025. (“**Culinary Capital 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 Brisbane, Queensland, Australia on Tuesday, 18 February 2025 and Wednesday, 19 February 2025 at the Brisbane Convention and Exhibition Centre (“**Startup Alley Event**”).
6. Agventure Downunder: The Agventure Downunder Program offers ten international agrifood tech startups a nine-day immersive experience in the Australian market. The Agventure Downunder Program will take place in Brisbane, Queensland, from 13 February 2025 to 21 February 2025 (“**Agventure Downunder Event**”) Participants will gain business insights, build networks with key stakeholders, receive tailored market access support, and facilitated connections for technology trials. The program highlights Australia's diverse landscapes as a global test bed for agrifood technologies.

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 Event;

- b. **Has an innovation and/or technology solution that is addressing common challenges in the global agrifood sector in one or more of the following areas:**
 - i. Artificial intelligence
 - ii. Climate and sustainability
 - iii. Geoengineering
 - iv. Production
 - v. Cybersecurity
 - vi. Workforce
 - vii. Connectivity
 - viii. Biologicals
 - ix. Energy
 - x. First nations foods
 - xi. Supply chain
 - xii. Rural mental health.
 - c. **Market potential and scalability:**
 - i. The startup must have a clear and scalable business model with high growth potential.
 - ii. There should be evidence of market demand and opportunity for the technology or solution.
 - iii. The startup must have the ability to expand and adapt to different markets, particularly within Australia, New Zealand, and the Asia-Pacific (**APAC**) region.
 - d. **Impact and sustainability:**
 - i. **On-farm impact:** Solutions should enhance agricultural productivity and efficiency, addressing environmental challenges such as resource use and climate change.
 - ii. **Supply chain impact:** Solutions should streamline the agricultural supply chain, improving traceability, reducing waste, and enhancing the overall sustainability of the sector.
 - iii. **End-user impact:** Startups should focus on creating significant value for farmers, producers, and consumers, offering benefits such as improved crop yields, better quality produce, and more sustainable practices.
 - e. **Investment readiness:** Companies should be actively seeking investment or partnerships. They should have a well-defined investment thesis, showcasing their funding requirements, valuation, and growth plans. Startups should be prepared to engage with potential investors and partners during the dinner and post-event.
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 Startup Alley Event.
 - b. **Has an innovation and/or technology solution that is addressing common challenges in the global agrifood sector in one or more of the following areas:**
 - i. Artificial intelligence
 - ii. Climate and sustainability
 - iii. Geoengineering
 - iv. Production
 - v. Cybersecurity
 - vi. Workforce
 - vii. Connectivity
 - viii. Biologicals
 - ix. Energy
 - x. First nations foods
 - xi. Supply chain
 - xii. Rural mental health.
 - c. **Market potential and scalability:**
 - i. The startup must have a clear and scalable business model with high growth potential.
 - ii. There should be evidence of market demand and opportunity for the technology or solution.
 - iii. The startup must have the ability to expand and adapt to different markets, particularly within Australia, New Zealand, and the APAC region.
 - d. **Impact and sustainability:**
 - i. **On-farm impact:** Solutions should enhance agricultural productivity and efficiency, addressing environmental challenges such as resource use and climate change.
 - ii. **Supply chain impact:** Solutions should streamline the agricultural supply chain, improving traceability, reducing waste, and enhancing the overall sustainability of the sector.
 - iii. **End-user impact:** Startups should focus on creating significant value for farmers, producers, and consumers, offering benefits such as improved crop yields, better quality produce, and more sustainable practices.
9. **Agventure Downunder** is open to businesses that meet the following criteria (“**Start-Up Alley Eligible Applicants**”):
 - a. **Is a registered international business that does not operate in Australia with Event attendees that are:**

- i. 18 years of age or older on the date of the Agventure Downunder Event.
 - b. **Has an innovation and/or technology solution that is addressing common challenges in the global agrifood sector in one or more of the following areas:**
 - i. Artificial intelligence
 - ii. Climate and sustainability
 - iii. Geoengineering
 - iv. Production
 - v. Cybersecurity
 - vi. Workforce
 - vii. Connectivity
 - viii. Biologicals
 - ix. Energy
 - x. First nations foods
 - xi. Supply chain
 - xii. Rural mental health.
 - c. **Market potential and scalability:**
 - i. The startup must have a clear and scalable business model with high growth potential.
 - ii. There should be evidence of market demand and opportunity for the technology or solution.
 - iii. The startup must have the ability to expand and adapt to different markets, particularly within Australia, New Zealand, and the APAC region.
 - d. **Impact and sustainability:**
 - i. **On-farm impact:** Solutions should enhance agricultural productivity and efficiency, addressing environmental challenges such as resource use and climate change.
 - ii. **Supply chain impact:** Solutions should streamline the agricultural supply chain, improving traceability, reducing waste, and enhancing the overall sustainability of the sector.
 - iii. **End-user impact:** Startups should focus on creating significant value for farmers, producers, and consumers, offering benefits such as improved crop yields, better quality produce, and more sustainable practices.
10. All successful Culinary Capital applicants will be required to organise and fund their travel to Brisbane to attend the Culinary Capital Event, including funding all ancillary costs of attending, such as accommodation and, for those Applicants located outside of Australia, any visa or other immigration-related costs.

11. All successful Startup Alley applicants will be required to organise and fund their travel to Brisbane to attend the Startup Alley Event, including funding all ancillary costs of attending, such as accommodation and, for those Applicants located outside of Australia, any visa or other immigration-related costs.
12. All successful Agventure Downunder applicants will be required to organise and fund their travel to Brisbane to attend the Agventure Downunder Event, including funding all ancillary costs of attending, such as any visa or other immigration-related costs, with the exception of accommodation in a two-bedroom, two-bathroom apartment for nine nights, with check-in on 13 February 2025 and check-out on 21 February 2025.
13. Current officers or employees of the Promoter, and immediate family members of any such officers or employees, are not eligible to apply for the Program.

Applications

14. Applications for the Program will be open from 9.00am (AEST) Monday, 16 September 2024 until 11.59pm Sunday, 20 October 2024 (AEDT) (“**Application Period**”).
15. Applications will be accepted in any one of the following Event streams:
 - a. Culinary Capital Dinner
 - b. Startup Alley
 - c. Agventure Downunder

Further information on each Program stream is available on the evoke^{AG} website at www.evokeaq.com (“**Website**”).
16. 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 Agventure Downunder.
17. 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.
18. The Promoter may verify the validity of Applications, including Applicants' identity, age and home address.
19. 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.
20. 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 application for or 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:

21. Culinary Capital Dinner Applications will be evaluated by reference to the following Selection Criteria:
- a. **Innovation and technology:** Technology and/or innovation must be addressing common challenges in the global agrifood sector in one or more of the following areas:
 - i. Artificial intelligence
 - ii. Climate and sustainability
 - iii. Geoengineering
 - iv. Production
 - v. Cybersecurity
 - vi. Workforce and skills gap
 - vii. Connectivity
 - viii. Biologicals
 - ix. Energy
 - x. First nations foods
 - xi. Supply chain
 - xii. Rural mental health.

- b. **Value Proposition:** The technology or innovation must offer a clear solution to a specific, identified problem. Companies should demonstrate how their innovations have impact and lead to positive change in the agrifood sector.
- c. **Stage of development:** Companies should be in the early to growth stages of development. This includes startups and scaleups that have a minimum viable product (MVP) or proof of concept and are actively seeking commercialisation or scaling opportunities. Preference may be given to companies with a clear roadmap for product development, market penetration, and growth.
- d. **Market potential:** Applicants must demonstrate a strong market potential for their innovations. This includes a clear understanding of the target market, customers, and competitive landscape. Companies should provide evidence of market demand and the potential for scalability and profitability.
- e. **Demonstrable impact:** Companies should showcase how their innovations contribute to positive change in the agrifood sector. This could be through improving sustainability, increasing efficiency, enhancing food safety, addressing food security, or driving environmental and social impact.
- f. **Diversity:** Diversity and inclusion will be prioritised in the applications including:
 - i. Female founders and mixed-gender founding teams.
 - ii. Indigenous entrepreneurs and companies actively engaging Indigenous communities.
 - iii. Startups from regional and remote areas.
 - iv. Companies integrating culturally significant practices or Indigenous knowledge systems.
- g. **Investment readiness:** Companies should be actively seeking investment or partnerships. They should have a well-defined investment thesis, showcasing their funding requirements, valuation, and growth plans. Startups should be prepared to engage with potential investors and partners during the dinner and following the Culinary Capital Event.

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

- a. **Innovation and technology:**
- b. Technology and/or innovation must be addressing common challenges in the global agrifood sector in one or more of the following areas:
 - i. Artificial intelligence
 - ii. Climate and sustainability
 - iii. Geoengineering
 - iv. Production
 - v. Cybersecurity
 - vi. Workforce and skills gap
 - vii. Connectivity
 - viii. Biologicals

- ix. Energy
 - x. First nations foods
 - xi. Supply chain
 - xii. Rural mental health.
- c. **Value Proposition:** The technology or innovation must offer a clear solution to a specific, identified problem. Companies should demonstrate how their innovations have impact and lead to positive change in the agrifood sector.
- d. **Stage of development:** Companies should be in the early to growth stages of development. This includes startups and scaleups that have a minimum viable product (MVP) or proof of concept and are actively seeking commercialisation or scaling opportunities. Preference may be given to companies with a clear roadmap for product development, market penetration, and growth.
- e. **Market potential:** Applicants must demonstrate a strong market potential for their innovations. This includes a clear understanding of the target market, customers, and competitive landscape. Companies should provide evidence of market demand and the potential for scalability and profitability.
- f. **Demonstrable impact:** Companies should showcase how their innovations contribute to positive change in the agrifood sector. This could be through improving sustainability, increasing efficiency, enhancing food safety, addressing food security, or driving environmental and social impact.
- g. **Diversity:** Diversity and inclusion will be prioritised in the applications including:
- i. Female founders and mixed-gender founding teams.
 - ii. Indigenous entrepreneurs and companies actively engaging Indigenous communities.
 - iii. Startups from regional and remote areas.
 - iv. Companies integrating culturally significant practices or Indigenous knowledge systems.
23. **Agventure Downunder** Applications will be evaluated by reference to the following Selection Criteria:
- a. **Innovation and technology:**
- b. Technology and/or innovation must be addressing common challenges in the global agrifood sector in one or more of the following areas:
- i. Artificial intelligence
 - ii. Climate and sustainability
 - iii. Geoengineering
 - iv. Production
 - v. Cybersecurity
 - vi. Workforce and skills gap
 - vii. Connectivity
 - viii. Biologicals
 - ix. Energy
 - x. First nations foods

- xi. Supply chain
- xii. Rural mental health.
- c. **Value Proposition:** The technology or innovation must offer a clear solution to a specific, identified problem. Companies should demonstrate how their innovations have impact and lead to positive change in the agrifood sector.
- d. **Stage of development:** Companies should be in the early to growth stages of development. This includes startups and scaleups that have a minimum viable product (MVP) or proof of concept and are actively seeking commercialisation or scaling opportunities. Preference may be given to companies with a clear roadmap for product development, market penetration, and growth.
- e. **Market potential:** Applicants must demonstrate a strong market potential for their innovations. This includes a clear understanding of the target market, customers, and competitive landscape. Companies should provide evidence of market demand and the potential for scalability and profitability.
- f. **Demonstrable impact:** Companies should showcase how their innovations contribute to positive change in the agrifood sector. This could be through improving sustainability, increasing efficiency, enhancing food safety, addressing food security, or driving environmental and social impact.
- g. **Diversity:** Diversity and inclusion will be prioritised in the applications including:
 - i. Female founders and mixed-gender founding teams.
 - ii. Indigenous entrepreneurs and companies actively engaging Indigenous communities.
 - iii. Startups from regional and remote areas.
 - iv. Companies integrating culturally significant practices or Indigenous knowledge systems.
- h. **Market Entry Readiness:** Applicants will be evaluated on their preparedness to enter the Australian market, including:
 - i. Expansion Readiness: Clear USP for Australia, go-to-market strategy with budget and Board or C-Suite support for export market development.
 - ii. Operational Capability: Dedicated resources for market expansion, sales team for export markets and understanding of the Australian market entry requirements.
 - iii. Financial Capability: Sufficient cash flow or balance sheet for market entry, and ability to finance the program co-contribution.

Entitlements:

24. Startup Alley participants will receive the following as being accepted into the 2025 Program:

- a. **Startup Station:** Each participating company will receive one (1) designated startup station within the Startup Alley exhibition area at evoke^{AG}. 2025. Each station will be allocated a 2m x 2m space and will be branded to enhance the

end-user experience. The station may include power supply, an LCD screen, desk space for product displays, and stools to effectively showcase the company's innovations.

- b. **Event Tickets:** Each participating company will receive two (2) full-access tickets to the two-day evoke^{AG} 2025 event, granting entry to all sessions, exhibitions, and activities during the event.
- c. **Welcome Event Tickets:** Each participating company will receive two (2) tickets to the evoke^{AG} Welcome Event, scheduled to be held at the Howard Smith Wharves on Monday, 17 February 2025.
- d. **Accommodation:** The program will cover the cost of three (3) nights' accommodation for each participating company in a two-bedroom, two-bathroom apartment located near the event venue. Please note that companies are responsible for their own airfares and transfer costs.
- e. **Feature on grow^{AG}:** Each participating company will be featured on the AgriFutures grow^{AG} platform, which is an online resource dedicated to showcasing innovative agrifood technologies and startups. This platform connects industry stakeholders, investors, and potential partners, thereby enhancing the visibility and credibility of participating companies.
- f. **Startup Alumni Membership:** By participating in Startup Alley, each company will automatically become a member of the evoke^{AG} Startup Alumni community. Alumni membership includes access to post-event support initiatives, such as sponsorship opportunities for agrifood tech events, mentorship programs, and ongoing networking opportunities that facilitate continued growth and development within the agrifood tech ecosystem.

25. Culinary Capital participants will receive the following as being accepted into the 2025 Program:

- a. **Startup Station:** Each participating company will receive one (1) designated startup station within the Startup Alley exhibition area at evoke^{AG} 2025. Each station will be allocated a 2m x 2m space and will be branded to enhance the end-user experience. The station may include power supply, an LCD screen, desk space for product displays, and stools to effectively showcase the company's innovations.
- b. **Event Tickets:** Each participating company will receive two (2) full-access tickets to the two-day evoke^{AG} 2025 event, granting entry to all sessions, exhibitions, and activities during the event.
- c. **Culinary Capital Tickets:** Each participating company will receive two (2) tickets to the evoke^{AG} Culinary Capital, scheduled to be held on Monday, 17 February 2025.
- d. **Accommodation:** The program will cover the cost of three (3) nights' accommodation for each participating company in a two-bedroom, two-bathroom apartment located near the event venue. Please note that companies are responsible for their own airfares and transfer costs.
- e. **Feature on grow^{AG}:** Each participating company will be featured on the AgriFutures grow^{AG} platform, which is an online resource dedicated to showcasing innovative agrifood technologies and startups. This platform

connects industry stakeholders, investors, and potential partners, thereby enhancing the visibility and credibility of participating companies.

- f. **Startup Alumni Membership:** By participating in Startup Alley, each company will automatically become a member of the evoke^{AG}. Startup Alumni community. Alumni membership includes access to post-event support initiatives, such as sponsorship opportunities for agrifood tech events, mentorship programs, and ongoing networking opportunities that facilitate continued growth and development within the agrifood tech ecosystem.

26. Agventure Downunder participants will receive the following as being accepted into the 2025 Program:

- a. **Nine-Day Immersion Program:** Each participating company will receive access to a nine-day immersion program, which includes business matching, tours, workshops, and networking events designed to enhance market knowledge and connections within the agrifood tech ecosystem.
- b. **Startup Station:** Each participating company will receive one (1) designated startup station within the Startup Alley exhibition area at evoke^{AG}. 2025. Each station will be allocated a 2m x 2m space and will be branded to enhance the end-user experience. The station may include power supply, an LCD screen, desk space for product displays, and stools to effectively showcase the company's innovations.
- c. **Event Tickets:** Each participating company will receive two (2) full-access tickets to the two-day evoke^{AG}. 2025 event, granting entry to all sessions, exhibitions, and activities during the event.
- d. **Welcome Event Tickets:** Each participating company will receive two (2) tickets to the evoke^{AG}. Welcome Event, scheduled to be held at the Howard Smith Wharves on Monday, 17 February 2025. If the company is also accepted into Culinary Capital, these tickets will be for the Culinary Capital event which will take place on the same evening.
- e. **Accommodation:** The program will cover the cost of nine (9) nights' accommodation for each participating company in a two-bedroom, two-bathroom apartment located near the event venue. Please note that companies are responsible for their own airfares and transfer costs.
- f. **Feature on grow^{AG}:** Each participating company will be featured on the AgriFutures grow^{AG} platform, which is an online resource dedicated to showcasing innovative agrifood technologies and startups. This platform connects industry stakeholders, investors, and potential partners, thereby enhancing the visibility and credibility of participating companies.
- g. **Startup Alumni Membership:** By participating in Startup Alley, each company will automatically become a member of the evoke^{AG}. Startup Alumni community. Alumni membership includes access to post-event support initiatives, such as sponsorship opportunities for agrifood tech events, mentorship programs, and ongoing networking opportunities that facilitate continued growth and development within the agrifood tech ecosystem.

These entitlements are subject to the terms and conditions outlined in this agreement and may be adjusted or revoked at the discretion of AgriFutures.

Selection of participants

27. 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 the problem, solution, or idea in the Application video.
28. The judges will select up to 10 companies in the Culinary Capital stream to present at the Culinary Capital Dinner ("**Participants**"), each of which will also receive a place in Startup Alley.
29. The judges will select up to 20 companies to exhibit in the Startup Alley at the evoke^{AG} Event ("**Participants**").
30. The judges will select up to 10 companies to participate in the Agventure Downunder Program ("**Participants**"), each of which will also receive a place in Startup Alley.
31. All Participants will be notified by email or telephone on Friday, 8 November 2024. The Publisher will publish the details of the Participants on the Website and on evoke^{AG} and AgriFutures Australia's social media channels on Monday, 25 November 2024.
32. 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 Startup Alley Event (Monday, 17 February 2025) for bump-in of their exhibition at the Brisbane Convention and Exhibition Centre in Brisbane. Startup Alley participants will need to be present during the Startup Alley Event on 18 and 19 February 2025 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. Culinary Capital Dinner Participants will need to be available on the date of the Culinary Capital Event (Monday, 17 February 2025) from 5.00pm – 11.00pm. Culinary Capital participants will present on stage during their nominated times and be available for media interviews and photographs.
 - c. Agventure Downunder Participants will need to be available to participate in:
 - i. The 5 x pre-program online workshops.
 - ii. Present during the on-ground mission including participation in evoke^{AG} from 13 – 21 February 2025. This includes being available

the day before the Startup Alley Event (Monday, 17 February 2025) for bump-in of their exhibition at the Brisbane Convention and Exhibition Centre in Brisbane. Startup Alley participants will need to be present during the Startup Alley Event on 18 and 19 February 2025 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.

- d. At any other times and places as notified by the Promoter.
33. Participants agree to abide by the [AgriFutures Australia Code of Conduct](#), while participating in the Program, including while attending at each of the times and places specified in, or notified by the Promoter in accordance with, clause 29.

Variations, disqualifications and cancellations

34. 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.
35. The Promoter may terminate an Applicant from the Program at any time, including during an Event, for:
- a. Breach of these terms and conditions;
 - b. Breach of any applicable law;
 - c. Being party to any act or thing that the Promoter reasonably considers to be 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 Program.
36. The Promoter reserves the right to prohibit entry of any person to an Event, or eject any person from an Event based on behaviour reasonably deemed inappropriate by the Promoter, its staff, its agents and any others working under its authority, including security personnel.
37. Any successful participant who wishes to cancel his or her attendance at the Event must promptly notify the evoke^{AG}. Manager, Dallas Pearce, in writing via email to dallas.pearce@agrifutures.com.au.

Intellectual property and disclosure

38. 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.
39. 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 your Application or 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.
40. 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.
41. 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.
42. 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.
43. Nothing in these terms and conditions implies a licence to use the intellectual property of the Promoter.

Images and multimedia release

44. 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. The Delegates understand that these images may be used for promotional, news, online or multimedia, research and/or educational purposes by and for the Promoter and are taken to consent to this use by their registration for the Event. 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

45. 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.
46. 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.
47. Failure by the Promoter to enforce any of its rights at any stage does not operate as a waiver of that power or right.
48. You acknowledge that you have not relied on any warranty or representation other than those found in these terms and conditions.
49. 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

50. The Promoter will 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 and residency, or and for the purposes of judging your Application and, if you are a Participant, administering the Program 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.
51. The Promoter may disclose personal information about an Applicant to third parties for the purposes described in these terms and conditions (including to the judges for the purpose of assessing their Application and, if they are a Participant in Agventure Downunder, to accommodation providers for the purpose of administering the Program).
52. All details held by the Promoter will be held in accordance with the AgriFutures Australia Privacy Policy, which contains information about how the Promoter collects, holds, uses and discloses personal information, including information about how an individual may access their personal information held by the Promoter and seek the correction of that information, and information about how an individual may complain about a breach of the Australian Privacy Principles. The AgriFutures Australia Privacy Policy can be accessed at: <https://agrifutures.com.au/legal/privacy-statement/>

Governing law and jurisdiction

53. 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.
54. By entering the Program or attending any Event within Program, 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.