



Terms and Conditions for the Telstra Innovation Challenge 2019

We are delighted to have you involved in our Challenge and we cannot wait to see what exciting ideas you come up with!

So that we can make sure that we run the Challenge in the most effective, safe and fun way for all our participants, you must agree to these terms and conditions, and any other details or requirements set out at the time of your registration on the Challenge website
<https://labs.telstra.com/2019-telstra-innovation-challenge/>

If you have any questions about anything in this document, please feel free to contact TelstraInnovationChallenge@team.telstra.com.

1 GROUND RULES

- 1.1 By registering for the Challenge, you agree that you have read and understood, and are bound by, these terms and conditions and all information provided on the Website.
- 1.2 You must meet the eligibility requirements of the Challenge stream that you register for, in accordance with the registration guidelines (including judging criteria) set out for that stream on the Website.
- 1.3 This challenge is only open to Australian residents and Australian University Students.
- 1.4 If you are under the age of 18, is it required that you have written permission from your parent or legal guardian for:
 - (a) your participation in the Challenge; and
 - (b) us to disclose your participation in the Challenge (including permission for us to use your name, image and likeness, photos and videos taken of you by us or our contractors during the Challenge, and any other similar materials), in our discretion without any further payment to you.
- 1.5 Your team's eligibility for the Challenge will depend on the eligibility of each member of your team. If one member of your team does not comply with these terms and conditions or is disqualified for any reason, we may disqualify your team's entry in the Challenge.
- 1.6 To help create a fair competition across all the University teams, each participant must have no more than 3 months industry experience in the Internet of Things sector. Please contact us if you have any queries regarding this requirement.
- 1.7 Each team that wishes to enter the Challenge is required to submit a 1 page draft design solution to us as part of its application (see Website for details). Each team whose application is deemed eligible for the Challenge (to be determined at our sole discretion) will qualify to receive the development kit and participate in the Challenge.
- 1.8 The initial round of University stream pitches, run over video conference, will be recorded for reference during judging. We may use portions of these videos for future external promotion, but not without the approval of all team members involved.
- 1.9 Telstra employees who are not involved in the planning, organising or running of the challenge are welcome to participate. Participating Telstra employees/contractors must have non-Telstra members in their team and are not allowed to use any non-public data sets only available to Telstra employees/contractors or partners.
- 1.10 University teams may consist of team members from more than one University, however only one nominated University will be acknowledged if the team progresses to finals, with payment made out to this nominated University if the team succeeds in winning a cash prize.

2 OUR EXPECTATIONS OF YOU

- 2.1 We have worked hard to make the Challenge as valuable and enjoyable as possible for you and we would love to hear your feedback. However, you must not:



- (a) engage in any activity which brings our name into disrepute or is otherwise prejudicial to us;
 - (b) make or endorse any disparaging comments about us in relation to the Challenge;
 - (c) engage in any offensive or discriminatory behaviour towards us, our representatives or other participants in the Challenge;
 - (d) represent that you are our agent or are affiliated with us (other than through your participation in the Challenge!).
- 2.2 We want you to stay safe during the Challenge. You agree to comply with any safety or operational policies that we tell you about and reasonable directions that we may give you. While you are on our premises, you must take reasonable care and responsibility for your own health and safety and that of others while participating in the Challenge, including when travelling to and from the Challenge.

3 JUDGING CRITERIA & PRIZES

- 3.1 Any judging criteria for the Challenge disclosed by us is:
- (a) provided by way of guidance only, so you are aware of the items of interest that we may take into consideration when judging entries; and
 - (b) neither exhaustive, nor listed in any order of priority, and may not all be taken into account or be given equal consideration by us.
- 3.2 In evaluating your entry, we may take into account the information provided in the entry and any other information which we consider relevant to the evaluation of the entry.
- 3.3 We will judge the Public Stream and the University Stream of the Challenge separately. Preliminary and final judging for the University Stream of the Challenge will occur on different days while preliminary and final judging for the Public Stream of the Challenge will occur on the same day. The dates will be specified on the Website.
- 3.4 The winning team from the University stream will receive \$6,000 (AUD) (GST inclusive) to be paid to the University of the winning team (which may then be split equally between the team members). The winning team from the Public stream will receive \$6,000 (AUD) (GST inclusive) which will be split equally between team members. The team with the most innovative idea in the Challenge overall will receive \$1,000 (AUD) (GST inclusive), and if this team is from the Public stream the money shall be paid equally to the members of the winning team or if the winning team is from the University stream to be paid to the University (which may then be split equally between the team members). Additional hardware prizes may also be awarded to winning teams at our sole discretion on top of the monetary prizes listed above and subject to availability.
- 3.5 However, we are not responsible for any dispute among teams or team participants related to prizes, and we reserve the right not to award any prizes in the event of an insufficient number of eligible entries meeting the minimum judging criteria, as determined in our sole discretion. We also reserve the right to substitute prizes in our discretion. All prize amounts will be paid to individuals in a manner of our choosing.
- 3.6 We exclude all warranties in relation to the quality, suitability or merchantability of a prize, except those that cannot be excluded by law. To the fullest extent permitted by law, any of our liability (including liability arising from the actions of our employees or agents) for breach of any rights a consumer may have which is unable to be excluded under Australian law but can be limited, is limited to the costs of supplying the prize again.

4 FINALIST PHASE

- 4.1 Entries in each stream of the Challenge will undergo a preliminary round of judging. We will then select entries for the finalist phase of each stream of the Challenge. Following a further round of judging in each stream of the Challenge (where you will need to present your entry again to our expert judging panel), we will select the eventual winners of each stream of the Challenge. All of our decisions in relation to judging are made in our sole discretion, are final and cannot be contested by you.
- 4.2 The top three teams in the University Stream, determined based on the preliminary round of judging, and all participants in the Public Stream, will be invited to attend the final pitch, demonstration and awards evening for the Challenge at our premises in Melbourne. For the University Stream only, we will arrange and pay for domestic Australian flights and accommodation for each team member of the top three teams and one team co-ordinator to attend the function in Melbourne if those people live interstate.



5 YOUR MATERIAL

- 5.1 During your involvement in this Challenge, you may provide or communicate your entry to us, as well as source code, photos, documents, presentations, written or oral statements or other materials on which your entry is based, and after the Challenge, you may develop further materials based on, or arising from, your entry (collectively, **Your Material**).
- 5.2 As between you and us, you own all intellectual property rights in Your Material, including any modifications and enhancements you make to Your Material during the Challenge. We will not own any intellectual property rights in Your Material.
- 5.3 You grant us a perpetual, non-exclusive, irrevocable, worldwide, royalty-free licence to use, reproduce, publish, modify and otherwise communicate to the public, Your Material for our network planning, marketing and promotional purposes.
- 5.4 You acknowledge that it is up to you and your team members to decide how the intellectual property rights in the entry are owned (subject to the licence granted to us under clause 5.3). We do not accept any liability for any disagreement among team members regarding ownership of any intellectual property rights contained in Your Material.
- 5.5 We would love to hear about your future commercial successes based on your entry. For 18 months after the Challenge if you commercially sell, distribute or licence a solution based on, or relating to, Your Material, you agree to provide us written notification 14 days before you commercially sell, distribute or license that solution.
- 5.6 You warrant that:
- (a) you own or are otherwise expressly licensed to use Your Material, including for the purposes of the Challenge, and are authorised to grant us the licence in clause 5.3 of these terms and conditions;
 - (b) our use of Your Material in accordance with these terms and conditions will not infringe any third party intellectual property rights, moral rights or other third party rights (including any obligations of confidentiality that you may owe to any third parties);
 - (c) Your Material will not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; and
 - (d) Your Material will at all times be true, accurate, not misleading and up to date.
- 5.7 Your entry must contain the following details:
- (a) if the entry contains code from open source licence, you must clearly identify that code in the form of comments, provide a URL link of its origin in the code and the licence which applies to it; and
 - (b) if the entry contains proprietary code (including those of third parties or your own), you must clearly identify that code in the form of comments and include any relevant information as to ownership and licensing.
- 5.8 If you use any third party websites or hardware during the Challenge (including any provided by us to you), you agree that you do so at your own risk and in accordance with the relevant third party's terms of use. We don't take any responsibility for your use of third party websites or hardware.
- 5.9 We (and our licensors) reserve all intellectual property rights in any materials we disclose to you. However, we grant you a licence to reproduce and modify the materials we disclose to you for the sole purpose of your participation in the Challenge. You must remove any of our materials provided by us to you from Your Materials at the conclusion of the Challenge.

6 CONFIDENTIALITY & PRIVACY

- 6.1 So that you can be judged in the course of the Challenge, you may need to disclose Your Materials to us or our other representatives (like our expert judging panel). We may publicly disclose any of Your Materials that you submit to us to be judged as part of the Challenge. We will not otherwise disclose Your Materials if you mark or tell us that any of Your Material is *"Material is NOT for public disclosure except:*
- (a) with your team's prior written consent;
 - (b) as required by law or the rules of a stock exchange; or
 - (c) to the extent that the information is in the public domain (other than because of a breach by us of these terms and conditions).
- 6.2 We may otherwise publicly disclose Your Material in our discretion.



- 6.3 During the Challenge, we or our contractors may make film recordings or take photographs that show you and your participation in the Challenge. You agree that we may use these recordings, photographs and any similar materials, as well as your name and likeness, in our discretion (including to contact you about future employment opportunities), without further payment to you.
- 6.4 You agree that we may disclose and use any other personal information about you in accordance with our Privacy Statement, which is available at <https://www.telstra.com.au/privacy/privacy-statement>. If you would like to access or correct the personal information that we hold about you, you can contact us by phoning 1800 039 059.
- 6.5 Any information, materials or content we provide to you during the course of the challenge is strictly confidential and may only be disclosed by you:
- (a) with our prior written consent;
 - (b) as required by law; or
 - (c) to the extent that the information is in the public domain (other than because of a breach by you of these terms and conditions).
- 6.6 You must destroy or return all copies of our confidential information that we have provided to you during the Challenge at the end of the Challenge or within 14 days of a request by us.
- 6.7 You acknowledge that we are involved in a broad range of research and development activity ourselves, so it is possible that we may work on or have worked on something similar to your entry. You acknowledge and agree that we will not be prevented in any way from pursuing similar work.

7 FAIRNESS

- 7.1 We want our Challenge to be fair for everyone. You must immediately notify us whether an actual or potential conflict of interest exists in relation to your participation in the Challenge.
- 7.2 Because a conflict of interest may seriously impact our Challenge, if you tell us about an actual or potential conflict of interest, or it otherwise comes to our attention, we may take any action we consider appropriate, including excluding you from further participating in the Challenge or disqualifying your entry from the Challenge.

8 OUR LIABILITY TO YOU

- 8.1 You acknowledge that you are participating in the Challenge voluntarily, at your own risk and that you and us do not intend to create an employment or agency relationship.
- 8.2 To the fullest extent permitted by law, you release us from any liability for any loss, injury or damage that you may suffer or incur arising from your participation in the Challenge, these terms and conditions, or in relation to any prize. Except as set out in clause 3.6, where we cannot exclude liability, our limit of total liability to you is AU\$6,000.
- 8.3 To the maximum extent permitted by law, we are not liable for:
- (a) special, indirect, consequential, incidental or punitive damages; or
 - (b) damages for loss of opportunity, profits, revenue or goodwill, whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if we are advised of the possibility of the loss or damage.

9 YOUR LIABILITY TO US

- 9.1 Without limiting any other right or remedy that we may have, you agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, including reasonable legal and accounting fees, arising in connection with:
- (a) any breach by you of any provision of these terms and conditions;
 - (b) any negligent or unlawful act or omission by you during the Challenge; or
 - (c) the infringement or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising directly or indirectly from our use of Your Material in accordance with these terms and conditions.

10 COSTS AND EXPENSES

- 10.1 Except as expressly set out in these terms and conditions, you must bear your own costs



associated with the preparation and submission of Your Material, and your participation in the Challenge.

11 GENERAL MATTERS

- 11.1 If you have been provided with a Telstra SIM card (**SIM Card**), each Sim Card:
- (a) is strictly to be used only for the purposes of your entry to the Challenge;
 - (b) is for data (development related activities only) and SMS communications only and cannot be used for voice or circuit switched data communications;
 - (c) is subject to “Our Customer Terms” as set out on our website at: <http://www.telstra.com.au/customer-terms/>
 - (d) may be subject to a data usage allowance and an SMS allowance, which we will notify you at the time the SIM Card is distributed; and
 - (e) will, once a data usage allowance or SMS allowance for a SIM Card is exceeded within a monthly usage period, be suspended and not able to be used until the beginning of the next monthly usage period.
- 11.2 Any other hardware or software (including cloud accounts etc) that we make available to you will be deactivated at the conclusion of your stream of the Challenge.
- 11.3 These terms and conditions are governed by the law in force in the State of Victoria, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them to determine any dispute concerning these terms and conditions or the Challenge.
- 11.4 Clauses 5, 6, 8, 9 and 11 and any other provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.
- 11.5 These terms and conditions together with the Website constitute the entire agreement between us and you in relation to the Challenge and supersedes all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Challenge.
- 11.6 The words ‘we’, ‘us’, and ‘our’ in these Terms and Conditions refer to Telstra Corporation Limited (ACN 051 775 556, ABN 33 051 775 556).
- 11.7 We reserve the right in our sole and absolute discretion to amend or discontinue all or any part of these terms and conditions or the operation of the Challenge, and to exclude your further participation in the Challenge for any reason (for example, if you have breached these terms and conditions, or have engaged in offensive or discriminatory behaviour). We will use reasonable endeavours to provide you with notice of any material changes to the Challenge, either by email or by publishing changes on the Website.
- 11.8 A failure by us to enforce any term of these terms and conditions will not constitute a waiver of that term.