



THE UNIVERSITY of ADELAIDE

ENTREPRENEURSHIP
COMMERCIALISATION AND
INNOVATION CENTRE

2015 Australian eChallenge France Terms and Conditions

By registering to participate in the 2015 **Australian eChallenge France**, each competitor (Competitor) in your team (Team) agrees to be bound by the following Terms and Conditions (as amended from time to time). These Terms and Conditions must be read in conjunction with the Guidelines of Entry.

1. Background

1.1. The Australian eChallenge France

Australian eChallenge France is an initiative of the University of Adelaide's Entrepreneurship, Commercialisation and Innovation Centre (ECIC)

1.2. Organisers

The Organisers are ECIC or their agents, and are responsible for the general day-to-day management of the **Australian eChallenge France**.

1.3. Judges

The Judges are individuals selected by the Organisers to be members of the various panels that are responsible for assessing the Concept Proposals, Business Plans and Oral Pitches.

1.4. Mentors

The Mentors are individuals approved by the Organisers to provide specific assistance to Competitors and Teams in relation to the preparation of Business Plans and Oral Pitches.

1.5. Sponsors

Sponsor organisations are acknowledged on the **Australian eChallenge** website:
adelaide.edu.au/echallenge/france

1.6. Program and Key Dates

There are several Key Dates for the **Australian eChallenge France**. These are contained in the Program at adelaide.edu.au/echallenge/france

2. Entry and Eligibility

2.1. Mode of Entry

To enter the **Australian eChallenge France**, each Team member must register via the online link www.adelaide.edu.au/echallenge/france/registration Incomplete registrations will not be accepted

2.2. Eligibility

Teams must comply with the following requirements to be eligible for entry into and continued participation in the **Australian eChallenge France**:

2.2.1. A Team must consist of at least two and not greater than six people.

2.2.2. The following persons are not eligible as Competitors:

2.2.2.1. staff of the Organisers (however University of Adelaide staff outside of ECIC are permitted);

2.2.2.2. Judges;

2.2.2.3. Mentors;

2.2.2.4. staff or officers of Sponsors (except with prior approval of the Organisers)

2.2.3. A Competitor may enter the **Australian eChallenge France** as a member of only one Team.

2.2.4. If at any time during the **Australian eChallenge France**, a Competitor fails to meet the eligibility requirements under clause 2.3.2, that Competitor will be disqualified. If at any time during the **Australian eChallenge France**, a Team fails to meet the eligibility requirements under clause 2.3.1, that Team will be disqualified.

2.3. Changes to Team Composition

2.3.1. You can remove or appoint members of your Team at any time up to the Final Team Composition deadline as indicated in the Program following the criteria in clause 2.3.

This can be done by emailing the Organisers at: echallenge@adelaide.edu.au

2.3.2. All Teams must confirm their final team members by the Final Team Composition date indicated in the Program.

2.4. Withdrawal of a Team from the Australian eChallenge France

2.5.1 A Team may withdraw from the **Australian eChallenge France** at any time, by notifying the Organisers by email to: echallenge@adelaide.edu.au.

2.5.2 Upon receipt of a withdrawal notice, the Organisers will send an email to all team members acknowledging the withdrawal of the team. If the withdrawal has been received in error, the other team members have the opportunity to rectify it.

2.5.3 Fees will not be refunded to teams that withdraw.

2.5.4 Once the Team has submitted a business plan it is expected that the Team will present themselves and their concept at the semi-final judging day. If the Team fails to present and does not provide prior notice to the Organisers, Team members will not be able to enter any future Australian eChallenge or Australian eChallenge France with the same concept.

2.5. Concept Proposal and Business Plan

2.5.1. A Team may submit only one Concept Proposal or Business Plan into the competition.

2.5.2. A Team cannot submit business ideas that have received outside funding from private investors, venture capital firms, or other industry sources. A scholarship will not be regarded as funding for the purposes of this paragraph.

- 2.5.3. The business idea that forms the basis of your Team's Concept Proposal or Business Plan must originate from one or more members of your team (with exception stated in 2.6.4)
- 2.5.4. Subject at all times to clause 2.5.3, if an idea has been patented by, or is the property of a third party, the originator of the idea must agree in writing to the use of the idea by your team, and must be expressly credited in your Concept Proposal, Business Plan and Oral Pitch.

2.6. Correspondence

Any correspondence from the Organisers to a Team will be directed by email, or other such means as the Organisers choose.

3. Mentor Assistance

Your Team will be entitled to request the services of a Mentor that has been arranged by the Organisers. The Organisers will endeavour to ensure there are sufficient Mentors available for all Teams, but cannot guarantee that this will be the case. Mentors will be assigned after the semi-final teams have been announced.

4. Prizes and Decisions

4.1. Prizes

Prizes will be awarded to the Teams that achieve first or second place. For a full list of the all prizes, please refer to Prizes: adelaide.edu.au/echallenge/france Some prizes may be subject to eligibility conditions. The Organisers may, at their discretion, award additional prizes to any other Team. The Organisers may, at any time, and without notification to any person, vary any of the prizes, providing that the value of the prizes is equal to those listed on the Prizes page. If a prize is no longer able to be awarded due to circumstances beyond the Organisers' control, the Organisers may decide not to award a replacement prize.

4.2. Date and notification of decision

The names of the Teams to receive a prize will be announced at the Awards Ceremony on the date indicated in the Program.

4.3. Division of cash and prizes

- 4.3.1. Non-cash prizes will be presented to the team. It is up to members of the team to reach agreement on how the prizes will be divided amongst themselves.
- 4.3.2. Any cash prizes will be paid into the account of the nominated team member and it is the responsibility of that team member to make distributions to the remaining team members.

4.4. 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. Teams retain ownership of any intellectual property they develop in the course of the Australian eChallenge France. The Organisers are permitted to reproduce any material submitted to the **Australian eChallenge France** for the purposes of providing to the Judges for determination.

- 5.2. The protection of intellectual property is the responsibility of the Team. Any data or information discussed or divulged throughout the competition should be considered information that will enter the public domain. The Organisers and Judges will not be subject to any non-disclosure obligations. The Organisers will not be liable for any loss of or detriment to intellectual property protection suffered by a Team as a result of its participation in the **Australian eChallenge France**.

6. Use of your details

6.1. Privacy

- 6.1.1. The Organisers will use the details you provide at registration to:
- 6.1.1.1. Provide you with access to online materials
 - 6.1.1.2. communicate competition related notifications
 - 6.1.1.3. add you to the Organiser's mailing list for newsletters and future related opportunities;
 - 6.1.1.4. Undertake statistical analysis for the Organiser's internal purposes.
- 6.1.2. Your personal information will be stored in accordance with the University of Adelaide's Privacy Policy (www.adelaide.edu.au/policies/62). Please refer to this Privacy Policy for more information, including the types of other entities to which the University may need to disclose personal information, how you can seek access to your personal information held by the University and how you can make a complaint if you feel your privacy has been breached.

6.2. Consent to photographs / video / audio footage

- 6.2.1. All the Competitors in teams who have progressed after the concept proposal round will be deemed to grant permission to the University of Adelaide and its agents, to use, reproduce and communicate photographs, video and audio footage taken of members of the team for use in **Australian eChallenge France** related press and marketing materials, including but not limited to: **Australian eChallenge** web page, Annual Report, booklets, media releases, advertising etc.
- 6.2.2. Winning teams will make themselves available for interviews and other marketing activities upon reasonable request.

7. No liability

None of the Organisers, Judges, Mentors, Sponsors or any employee or agent of the Sponsors will be liable to any Competitor or Teams for:

- 7.1. Any costs incurred or loss or liability suffered by Competitors or Teams in relation to the **Australian eChallenge France**;
- 7.2. Any lost expectations of profits by Competitors or Teams;
- 7.3. Any other benefit that Competitors or Teams expect to gain by participating in the **Australian eChallenge France**.

8. General

8.1. Change of Terms and Conditions

The Organisers may change these Terms and Conditions any time, without specific notice to you. The amended Terms and Conditions will be effective immediately upon being posted on the website for the **Australian eChallenge** located at www.adelaide.edu.au/echallenge.

Australian eChallenge France Terms and Conditions

8.2. Taxes

Competitors or Teams will be responsible for any taxes, duties, charges or levies to be paid to any person in connection with any money (including any prizes) paid or received in connection with the **Australian eChallenge France**.

8.3. Termination

The Organisers may at any time and for any reason:

- 8.3.1. Disqualify you or your Team from the **Australian eChallenge France** if the Organisers, in its absolute discretion, determines that such disqualification is warranted; or
- 8.3.2. May discontinue the **Australian eChallenge France** and associated events by posting a notice to that effect on the website located at www.adelaide.edu.au/echallenge. If the **Australian eChallenge France** is cancelled by the Organisers, the Organisers will refund team entry fees to each team.

8.4. Situations not covered by these Terms and Conditions

The Organisers 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 Organisers.

8.5. Contacting the Organisers

The Organisers can be contacted as follows:

Australian eChallenge

c/- ECIC

Level 5, Nexus 10 Building

Adelaide SA 5005

Email: echallenge@adelaide.edu.au

Phone: +61 8 8313 7131