

# 2017 Sponsor Terms and Conditions

## GovHack Australia 2017 Sponsor Terms and Conditions

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## 2017 Sponsor Terms and Conditions

These terms and conditions and the Agreement to which they are attached (together the “Agreement”) set out the terms on which you agree to sponsor GovHack Australia. Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the Agreement, you agree to be bound by the terms and conditions of the Agreement.

### Standards

This competition has been designed to demonstrate the benefit of open access and Government 2.0. Please participate in and engage with the event in that spirit and in good faith. Sponsors must not behave in a manner or include items that are:

- potentially libellous, false, defamatory, privacy invasive or overtly political;
- material which is potentially confidential, commercially sensitive, or which would cause personal distress or loss;
- language which is offensive, obscene or otherwise inappropriate; or
- misleading, deceptive, violate a third party's rights or are otherwise contrary to law.

GovHack Australia Ltd reserves the right, at their discretion, to discontinue any sponsorships that do not comply with the letter and spirit of these standards.

### Administration

The administration of sponsorship funds including allocation, invoicing, bookkeeping, audit records and responsibility will be managed by the legal entity known as GovHack Australia Ltd, ABN 57 618 430 167.

## Sponsor agreement

The sponsor agreement needs to be signed and returned within 14 days. Delay may place at risk elements of this agreement.

Where appropriate, an invoice for the full amount will be generated and sent to the nominated contact person within 7 days of the agreement being issued. Payment terms are 30 days and payment is required in full before each element of activation. Invoices will be issued by GovHack under the name of GovHack Australia Ltd.

GovHack Australia retains the full and sole discretion in selecting the main theme, the speakers, the structure, the participants and communication initiatives in relation to the events as well as any other aspect that may influence the attendees' experience and the overall quality and level of the events.

No sponsor, or their Ministers, will receive the right to present or get any stage time at the GovHack event or awards ceremony, unless agreed specifically in the sponsor's agreement.

This document is supplemented by a good faith agreement between the parties to cooperate in making GovHack Australia and the sponsorship a success. All GovHack Australia sponsorships are based on an element of trust and reasonable behavior by all parties.

Confirmation and payment: The sponsorship will only be confirmed and sponsor entitlements will be fulfilled upon full payment. Full payment is required to be cleared prior to the competition start on 28th July 2017. The GovHack Australia Global Operations Team has final say as to how the event is organised and promoted, and their decision is final.

Cancellation of sponsorship bookings must be presented in writing to [sponsors@govhack.org](mailto:sponsors@govhack.org) and received no later than 1 July 2017, to receive a refund of payment less the non-refundable deposit of 50%. The sponsor acknowledges that these charges represent a genuine pre-estimate of GovHack Australia's losses.

## Eligible sponsors

Only the organisations whose name appears on the face of their agreement may be placed in print and pre-agreed sponsorship recognition opportunities.

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### Sub-leasing - sponsor sharing

No sponsor shall re-assign, sublet or share the whole or any part of the sponsorship parameters allotted without written permission from GovHack Australia prior to the recognition opportunities taking action, unless otherwise agreed.

### GovHack Australia responsibilities

GovHack Australia will keep the exact figures involved in sponsorship arrangements confidential, with the exception of key individuals on the Global Operations Team, and GovHack Australia Directors. However, the total amount of sponsorship revenue from all sponsors must be made public in accordance with the financial reporting requirements of GovHack Australia.

Invoices for sponsorship funds will be issued promptly along with sponsorship agreements.

The GovHack Australia Sponsorship Manager will respond to correspondence from the sponsor's representative in a reasonable time frame.

Once qualifying sponsorship logos are received they will be placed on the GovHack Australia website within ten working days.

Logos will be placed according to sponsorship level such that greater prominence is given to the higher tier sponsors.

### Sponsor's responsibilities

In order to allow GovHack Australia to properly promote our sponsors, we require each sponsor to provide the following items. Where cutoff dates are specified, we ask that each sponsor agrees that they are aware of them and will provide the required items by these dates.

- Logos suitable for web use. Provided within 10 working days of signing a sponsorship agreement in any of the following formats:
  - jpg
  - png
  - psd
  - eps

Where a sponsor's package consists of items to be included at the competition event weekend or the Red Carpet Awards, the cost of those items, including return freight, shipping and other incurred costs, is to be borne by the sponsor.

Sponsors acknowledge and agree that they shall be solely responsible for all costs incurred relating to attendance at the event(s) including, without limitation, any travel costs, the costs of

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any temporary staff and any costs relating to any banners or promotional items displayed at the event(s).

### Photography disclosure

The photographic rights for the events sponsored or items the sponsoring company is agreed to be reserved to GovHack Australia. By signing the sponsorship agreement, the sponsor organisation agrees liberal discretion of GovHack Australia to utilise photography of their event and sponsor company name and logo presence for all other purposes as GovHack Australia sees fit.

### Sponsor conduct

The distribution of samples, souvenirs, and publications, etc. may be conducted by the sponsor only with approval of GovHack Australia. The sponsor shall conduct and operate its sponsorship (if a physical element exists) so as not to annoy, endanger or interfere with the rights of other sponsors and attendees. Any practice resulting in complaints from any other sponsor or any attendee, who in the opinion of GovHack Australia interferes with the rights of others, or exposes them to annoyance or danger, may be prohibited by GovHack Australia.

### Cancellation or postponement of event and or initiative outlined in sponsor agreement

GovHack Australia shall not be deemed to be in breach of this agreement or otherwise liable to you for any failure or delay in performing our obligations under this agreement for commercial reasons (including but not limited to, an event of force majeure where such event though not directly affecting the event, may have an adverse effect on the commercial success of the event), in its sole discretion, be entitled to cancel or postpone the event. GovHack Australia shall give written notice to the sponsor of its decision as soon as reasonably practicable

GovHack Australia shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of GovHack Australia. If GovHack Australia terminates said agreement (or any part thereof) as aforesaid, then GovHack Australia may retain such part of a sponsor fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party.

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### Early termination by Sponsor

Sponsor may terminate this Agreement if any of the following occurs:

- GovHack fails to provide a Sponsor Benefit, and failure continues for 14 days after GovHack receives written notice from Sponsor to provide the benefit.
- GovHack is Insolvent.
- Any major, public controversy arises in connection with GovHack, the Property or this Agreement which, in the reasonable opinion of the Sponsor, reflects adversely and substantially on Sponsor's corporate image.
- Any statement, representation or warranty made by GovHack in connection with this Agreement proves to have been incorrect or misleading in any material respect when made.

### Early termination by GovHack

GovHack may terminate this Agreement if any of the following occurs:

- Sponsor fails to provide a material Sponsor Benefit, and failure continues for 14 days after Sponsor receives written notice from GovHack to provide the benefit.
- Sponsor is Insolvent.
- Any major, public controversy arises in connection with the Sponsor or this Agreement which, in the reasonable opinion of GovHack, reflects adversely and substantially on GovHack's corporate image or upon the Property.
- Any statement, representation or warranty made by Sponsor in connection with this Agreement proves to have been incorrect or misleading in any material respect when made.

### Exclusivity

GovHack Australia events are offered to all potential sponsors without exclusivity unless stated otherwise. GovHack Australia has sole discretion as to any changes in the policy and will disclose those changes to any and all relevant sponsors prior to the sponsor contract remittance.

## Awards & Prizes

Individual prize amounts are capped for national, international, state and territory awards. Please refer to your relevant sponsorship pack for details. Every effort is made to allocate the full percentage of funds indicated in your sponsorship pack to the relevant prize pool. However in order to ensure that GovHack remains a free event for competitors we need to ensure that all costs are covered. In the event that costs cannot be covered under the existing expense allocation, GovHack reserves the right to redistribute some of the funds previously allocated to prizes to cover outstanding expenses.

## Open Data, Metadata and Hosting

We require agencies providing data for the competition to make the data open for use, in an open format, via an open access point.

Sponsors agree to only include code, data, or other materials for the GovHack Australia competition that they have the right to use and release consistent with these Contest Rules.

All data, code and APIs must be available under an appropriate open license that allows reuse, commercial use, remixing and redistribution. As the owner of the code, participants can fork that code and commercialise it, but to be eligible for the competition, the codebase and demonstration must be open sourced. All other content submitted must be Creative Commons BY licensed.

Most datasets available for this contest have been released under a permissive licence such as the [Creative Commons Attribution license 4.0](#). Other material that has been released on similarly liberal terms (ie. it is in the public domain (eg. US Government materials) or released under another, [compatible Creative Commons license](#), [the Free Documentation License](#), [the MIT license](#) or [BSD license](#) etc.) can be used. The use of non-government data licenced for reuse may also be incorporated, however at least one official Government dataset must be used.

For more information on open access and licensing in Government, refer to [AusGoal](#)

## Hosting

We recommend government agency sponsors use one of the following options for the hosting of official data for the competition. Whichever option is used, please be aware that a) everything needs to be listed on [data.gov.au](http://data.gov.au) and b) data must be left where it is for the life of the competition, i.e. 27 July to end October 2017, as a minimum, otherwise submitted project entries may stop working and impair their progression and ability to win competition prizes.

[Data.gov.au](http://Data.gov.au) is the Australian Government's official data hosting and release service and is a free utility for government agency sponsors to use. It also automatically generates programmatic access to datasets, making data easier for developers to use for the competition.

### Option 1 - Agency API/Services

The preferred means of supplying data for both GovHack and Agencies is usually a public facing web service / API hosted on Agency infrastructure **AND** listed on [data.gov.au](http://data.gov.au) for discoverability. Full Metadata should be provided in a machine readable format by the service and be listed on [data.gov.au](http://data.gov.au), preferably with use cases etc. (An example of this option is [abr.business.gov.au](http://abr.business.gov.au) 's ABN lookup service)

### Option 2 - data.gov.au

If your agency doesn't have web service capability, or you are publishing data as flat files (csv, xlsx etc), consider uploading your data to [data.gov.au](http://data.gov.au) for discoverability and programmatic access to datasets.

### Option 3 - Traditional website approach

If all else fails, Agencies can still be involved by simply pointing competitors to their traditional corporate websites, publications and datasets. While the least preferred option, ensuring that the datasets are listed with metadata on [data.gov.au](http://data.gov.au) will ensure that competitors can find it.



## Judging competition project submissions

The GovHack Australia competition judges will choose all winners. The judging panel for prizes will consist of a mix of GovHack organisers, government agency representatives and industry sponsors as appropriate for each prize.

No judges will be eligible to compete for prizes, and individuals from organisations or companies are also not eligible for prizes sponsored by their organisation. Mentors/speakers are eligible to compete for prizes, but judges reserve the right to disqualify a mentor/speaker if they have an unfair advantage (perceived or actual).

Important notes when judging:

- All rules and criteria are outlined in the [Competition Rules](#) page on the [GovHack website](#)
- Sponsors are judging the creative projects ('hacks'), not the videos
- Videos are used to demonstrate and inform only
- All results of national judging are confidential until the Red Carpet Awards

## Judging Criteria

There are a range of judging criteria judged on a 1 (lowest) - 10 (highest) scale for each project. You will only vote once on each project, regardless of how many prizes they've entered for, as this part of the judging process is about identifying high quality projects across the competition as finalists for the categories.

All GovHack Australia projects are judged by the GovHack Competition Judging Panel against the following criteria:

- Originality
- The relevance to the team nominated category definition
- Specific prize eligibility criteria detailed (if any) e.g. data use, team criteria
- Consistency with contest purposes including social value
- Quality and design (including standards compliance)
- Usability (including documentation and ease of use)

These criteria are subject to change at the discretion of GovHack Australia. At the relevant time, judges will be advised of the final judging criteria.

### Engaging winning entries

The projects developed during GovHack will continue to be fully open source. Government agencies are encouraged to engage with innovative competition entries to continue the development sparked during the weekend of the event. If sponsors choose to, they can invite entries to submit formal quotes to undertake the completion of the work they started during GovHack Australia.

The GovHack Australia Global Operations Team work in both government and private sector and we understand the issues government sponsors may face in procuring services as part of participation in GovHack Australia.

GovHack Australia does not facilitate any procurement opportunities sponsors may want to act upon. We encourage sponsors to engage with their procurement section early and work out how an agency will undertake any procurement activities following the event should a sponsor wish to undertake further development of the prototypes produced at GovHack Australia or engage with any of the participants of the GovHack Australia event/s.

### Disclaimer

The GovHack Australia Global Operations Team makes no representations or warranties of any kind, expressed or implied, including warranties of accuracy, in regard to any submissions or links published on the GovHack Australia website.

### Code of Conduct

By participating in GovHack Australia as a sponsor, you agree to abide by the GovHack Australia Competition Rules and Code of Conduct, as is equally applicable to participants during the event. This can be found on the GovHack Australia web site at:

<https://www.govhack.org/competition-rules-code-of-conduct/>