

# Participant Terms & Conditions

## 1. Overview

Information regarding how to enter forms part of these conditions. By entering, entrants accept these conditions. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

## 2. The Workshop

### 2.1 Individuals and Teams

These Terms and Conditions apply to the participation of an individual or team in the Concio Workshop ('Workshop' and 'Event') scheduled to be held at UTS Building 15, Level 3 (622 Harris St, Ultimo 2007) on 7 March 2019.

Any reference to 'you' (and 'your' and 'yours') means the person who is applying to participate in the Workshop. By registering to participate, you are signaling your acceptance of these Terms and Conditions. As such you:

- a. Agree that you have read and understand these Terms and Conditions
- b. Enter into a binding agreement on these Terms and Conditions with Concio

If you do not agree to these Terms and Conditions, you may not participate in the Workshop.

### 2.2 Workshop Brief

The Concio Workshop Brief forms part of these Terms and Conditions.

## 3. Applying To Participate In The Workshop

### 3.1 Eligibility

- a. You can apply to participate in the Workshop if you:
  - i. Are invited by the host or an event sponsor
  - ii. Are 18 years or older or whose school, parent or legal guardian agrees to these Terms and Conditions on their behalf
  - iii. Are an Australian company having greater than 51% Australian ownership and that have at least one Board Member who is an Australian resident
  - iv. Are not involved in, and do not have an immediate family member involved in, the administration of the Workshop
  - v. Pay the entry fee where required.
- b. You can only submit an application as an individual. Teams will be established during the Workshop.

### **3.2 Participating in the Workshop**

- a. You must fully complete the registration to participate at  
<https://www.eventbrite.com.au/e/mental-health-workshop-registration-52947918650>
- b. Each entrant is responsible for the entry they submit and for paying any costs associated with entering the competition.
- c. Concio accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, votes or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- d. Concio is not liable for any consequences of user error including (without limitation) costs incurred.
- e. Registration is on a first-come, first-served basis. If the participant quota is full, you can register on a 'waitlist' using the same process as set out above. We will advise you should additional space become available.
- f. We may decide not to accept your application at our discretion, including for reasons relating to safety, technical, design and coding skill. If we do this, we will let you know as soon as possible and refund any entry fee that you have paid.
- g. If we accept your application, we will notify you and provide you with a 'Participant Brief' containing further information regarding the Workshop and the themes and challenges that we'd like you to focus on during the Workshop.
- h. Throughout the course of the Workshop, participants must work to cultivate a culture of innovation, collaboration and creative problem-solving, whilst also providing a framework for stakeholders from different disciplines to come together over a common goal.
- i. Participants should adopt a working and operating model that; engages the problem space stakeholders, employ diverse teams, rapid prototyping, iterative improvement to progress towards a working product that unlocks various business benefits.

## **4. Eligible Solutions**

You can only present Solutions if you:

- a. Created the entry yourself; or, if in a team, you have created the entry only in conjunction with the other team entrants
- b. Are entitled to reproduce and exploit all of the underlying works in the entry
- c. Present a Solution that is not comprised of material that is copyrighted, protected by trade secret or otherwise subject to third party rights unless you are the owner of those rights. Where your Solution refers to or calls

- third party data that may be subject to intellectual property laws, you are responsible for obtaining the appropriate permissions or access
- d. Submit material that is not unlawful, obscene, defamatory, derogatory, threatening, pornographic, sexually inappropriate, violent, abusive, harassing, hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, gives rise to civil liability, or violates any law
  - e. Submit a Solution that does not contain viruses or cause injury or harm to any person or entity
  - f. Have not granted rights to your entry to any other person which is inconsistent with the rights granted to Concio and event sponsors.

## 5. Intellectual Property

- a. Concio acknowledges that all participants retain all ownership of intellectual property in their Solutions.
- b. The participants agree to give Concio and event sponsors the first right to enter into good faith negotiations for:
  - i. The acquisition of the intellectual property rights in the Solution
  - ii. The granting of a perpetual licence to Concio or event sponsors to use, modify, develop, communicate and/or sub-liscence any intellectual property rights in the Solution and its name, on an exclusive basis within the mining and resources category
  - iii. The provision of further services to support the commercial development of the Solution working with other developers appointed by Concio or event sponsors for that purpose, including the ideas and concepts contained in the Solution.
- c. For the purposes of the above the participants agree, if requested by Concio or event sponsors, to sign any necessary documentation to confirm or give effect to this purchase, grant of licence, or services.
- d. If you submit a Solution as part of a team, it is up to you and your team members to decide how the intellectual property in the Solution is owned (subject to the licence granted in that Solution to Concio or event sponsors).
- e. You acknowledge that Concio, event sponsors or other participants may have independently developed or commissioned materials similar or identical to your Solution and you have no rights or interest in any such other materials.
- f. If Concio or event sponsors use your Solution, they agree to credit you, and where applicable your team members, unless not reasonably practicable to do so.
- g. Concio and event sponsors are not obliged to use any Solution for any purpose.

## **6. Teams**

- a. Each team is solely responsible for its own membership, cooperation, and any dispute resolution.
- b. Concio and all persons connected with the organisation of the Workshop will not be responsible for any team disputes, including, without limitation, disputes between team members in connection with contribution, cooperation, distribution of prizes, intellectual property in or use or development of the Solution.
- c. You acknowledge that the eligibility of the team is dependent on the eligibility of each individual participant within the team. If one member of a team does not comply with these Terms and Conditions or is disqualified, Concio reserves the right to disqualify the team as a whole or disqualify the team's Solution.

## **7. Solution Validation**

Concio may verify the validity of entries, and in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person or team who manipulates or tampers with or benefits from any manipulation of or tampering with the entry process or the operation of the competition (including, but not limited to soliciting votes, disguising an IP address, using multiple email addresses or aliases to submit multiple entries for the same person, or other electronic account) or acts in violation of these conditions, acts in a dishonest or disruptive manner, acts with the intent to annoy, abuse, threaten or harass any other person, or acts in a way to jeopardise the fair operation of the competition. Concio's decisions in relation to all aspects of the competition is final and no correspondence will be entered into.

## **8. Workshop Media**

There may be photos and/or videos being taken at this Workshop. Concio has permission to use any of these items without your further permissions. Concio and all persons acting within their authority are authorised to use, reproduce and publish photographs, images, words, artworks, or video or audio recordings from the Workshop for any purpose including editorial, trade and advertising. Concio may do any of these things using any format, in full or part without restriction. Concio and all persons acting with their authority are released from any claims or liability relating to their use of photographs, images, words, artwork, or video or audio recordings.

## **9. Marketing**

You acknowledge and agree that Concio (and each of its assignees and licensees) has the right, in its absolute discretion, to edit, amend, copy, use, publish, broadcast and communicate to the public your Solution in any media including television and the internet, without any further consultation, reference, payment or any other compensation to the entrant.

## **10. Limitation Of Liability**

Concio and event sponsors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any award, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

## **11. Contact Details**

If you have any questions regarding these Terms and Conditions, please contact Concio via email at [info@concio.group](mailto:info@concio.group), or through our website [concio.group](http://concio.group).