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**PIVOT PITCH**

NON-DISCLOSURE AGREEMENT

**THE PIVOT PITCH**

**(“The Competition”)**

**hosted by**

**Pivot Summit Inc**

**NON-DISCLOSURE AGREEMENT (Participant)**

By signing this Non-Disclosure Agreement ("the Agreement"), I, as a Participant of *The Pivot Pitch* ("the Competition"), agree to the following:

1. **Originality of the Idea / Concept**
2. I certify that the ideas and concepts set forth in the Investment Submission ("The Idea") are the original work of my team and do not, to the best of my knowledge, infringe on the intellectual property of any other party.
3. I am under no agreement or restriction that would prevent me from entering the Idea in this competition.
4. I am under no agreement or restriction that would limit my ability to maintain confidentiality, and I agree not to disclose concepts set forth in the Idea other than directly to the other Participants of my team.
5. I also understand and agree that I have taken and will take all steps described in the Rules regarding confidentiality of the ideas and plans submitted by all Participants.
6. The obligations of confidentiality shall not apply to the Idea, or any part of the Idea, to the extent that it:
7. is in or comes into the public domain through no fault of the receiving party;
8. is received by the receiving party from a third party who is lawfully in possession of and has the power to disclose the information;
9. is or becomes available to the receiving party by any means other than a breach of this Agreement by the receiving party;
10. is independently developed by the receiving party;
11. the parties have agreed in writing that specific information communicated in confidence is no longer subject to an obligation of confidentiality; or
12. is required by law or regulation to be disclosed, provided however that the party required to make disclosure shall notify the other party to allow the other party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

The onus of proving that an exception set out in clause 1.e applies shall be on the receiving Party.

1. **Compliance with the Rules of the Competition**
2. I have reviewed the Competition Rules ("The Rules") as stated at the official website of the Competition, http://pivotsummit.com.au/pivot-pitch/, and by my signature below I certify that I agree to abide by the Rules.
3. **Waivers and Releases**
4. I understand that Pivot Summit Inc, each of the entrants to the Competition, co-sponsors, judges, co-organizers (the "Competition Officials") and their directors, officers, partners, employees, consultants and agents (collectively "Organizer Representatives") are volunteers and are under no obligation to render any advice or service.
5. I understand that the views expressed by the judges, co-sponsors, co-organizers, and my fellow entrants are their own and do not represent those of Pivot Summit Inc or any other person or entity.
6. In consideration of the time, expertise and other resources provided by the Competition Officials and Organizer Representatives to the Competition, I hereby voluntarily release each Competition Official and each Organizer Representative from any additional responsibilities or accountabilities or any liabilities relating to or arising out of such Competition Official's or Organizer Representative's participation in the Competition.

**By signing below, I agree that I have read and understood the above information and acknowledge ‘The Pivot Pitch’ rules and regulations.**

Signature:

Name:

Team Name:

Driver's License Number: State:

Date:

Signature:

Name:

Team Name:

Driver's License Number: State:

Date:

Signature:

Name:

Team Name:

Driver's License Number: State:

Date:

Signature:

Name:

Team Name:

Driver's License Number: State:

Date: