

AgriFutures Agritech Event Sponsorship Program - Terms and Conditions

These terms are between the applicant of the AgriFutures Agritech Event Sponsorship Program (“**you**”) and Rural Industries Research and Development Corporation trading as AgriFutures Australia (ABN 75 923 689942), Building 007, Charles Sturt University, Boorooma Street, Wagga Wagga NSW 2650, a statutory authority established by the Primary Industries Research and Development Act 1989 (“**AgriFutures Australia**”, “**us**” or “**our**”).

By submitting an application for the AgriFutures Agritech Event Sponsorship Program (“**Application**”), you acknowledge and agree to the following terms and conditions:

1. Information on how to enter the program, including the application form on our website linked [here](#), constitutes part of these terms and conditions.

Program overview

2. The AgriFutures Agritech Event Sponsorship Program (“**Program**”) is an initiative designed to support and enhance the Australian agrifood and innovation sector. With a focus on promoting Australian agritech and agricultural innovation, this program seeks to foster commercialisation opportunities, attract investment, and elevate the profile of Australian agritech enterprises. By connecting agritech developers, end users, investors, and research and development organisations, the Program will help to build a world-class agritech ecosystem that drives adoption and propels the industry forward. The Program will do this by:
 - providing opportunities to promote Australian agritech and agricultural innovation, and connect agritech developers with their end users and investors;
 - fostering creation of commercialisation opportunities to help drive adoption of Australian agritech;
 - supporting extension of Australian agritech to attract domestic and international investment and interest; and
 - raising the profile of Australian agritech enterprises.

Supported by the Australian Government's Support Regional Trade Events measure, the Program serves as a catalyst for regional agricultural events that showcase horticulture, agricultural innovation, and trade opportunities.

Applicants can nominate to receive funding (as set out in this agreement) which is provided by the Commonwealth Government Department of Agriculture, Fisheries and Forestry to host an agricultural events. AgriFutures Australia is the administrator of this grant process, grant payments and reporting. Successful recipients will be connected with the Australian Government in order to deliver on the terms and conditions of the funding as described further in this agreement.

Applicants can nominate to receive funding of \$50,000 or \$25,000 each to host events between 30 September 2023 and 31 March 2024. The next round of grant opportunities will open in February 2024.

By participating in the Program, event organisers, agritech developers, and research and development organisations can showcase their innovations, connect with stakeholders, and accelerate the adoption of Australian agritech solutions.

Eligible applicants

3. Entry to the Program is open to:
 - a. businesses with an Australian Business Number (ABN)

- b. event organisers in regional Australia (being any location outside Sydney, Melbourne, Brisbane, Perth, Adelaide and Canberra) that wish to host an agricultural event with an agritech and/or agricultural innovation focus;
 - c. agritech developers who are wanting to host functions to showcase their innovations and technology to end users and/or investors; and
 - d. research and development organisations who are wanting to host functions to showcase their innovations and technology to end users and/or investors.
4. To be eligible to apply for funding under the Program, you must:
- a. meet one of the requirements in clause 3 above;
 - b. commit to delivering your sponsored event between 30 September 2023 – 31 March 2024;
 - c. be able to provide opportunities for the Commonwealth’s involvement as outlined in these terms and conditions at clause 5;
 - d. commit to submitting a milestone report to AgriFutures Australia no later than 30 days post-event. The report should detail the outcomes, impact, and any commercialisation opportunities that have arisen from the event as well as how the grant funds were spent;
 - e. consider indigenous involvement in the events, and report on how this was achieved; and
 - f. agree to these terms and conditions.

Involvement of the Australian Government

5. If you are selected to receive funding for an event under the Program, you must provide opportunities for the Commonwealth to be involved in your event. For example, this may include:
- a. involving the Minister for Agriculture, other Commonwealth ministers and assistance ministers and representatives of the Department of Agriculture, Fisheries and Forestry (“**DAFF**”) in the events e.g. foreword/s in the official program, speaking slot/s at the events, presenting awards or photographic and film opportunities during the events;
 - b. recognising DAFF as a major sponsor for the events;
 - c. allowing DAFF to be a member on any organising committee; and
 - d. subject to obligations under the *Privacy Act 1988*, providing DAFF with access to the registration list and data, prior to the event, and notification of attendees from governments of other countries.
6. Further details on the kinds of opportunities to be afforded to the Commonwealth will be set out in the grant agreement which grant recipients will enter into.

Applications

7. Applications for the Program will be open from 9.00am (AEST) Monday, 17 July 2023 until 11.59pm (AEST) 28 August 2023 (“**Application Period**”).
8. To apply to the Program, you must, during the Application Period, submit an online application in English on the AgriFutures Australia website (“**Application**”).
9. By submitting an Application, you agree:
 - a. to be bound by these terms and conditions;

- b. AgriFutures Australia may or may not select you to be a grant recipient, depending on the selection criteria referred to below; and
 - c. to provide proof of identity, proof of age or proof of residency upon request by AgriFutures Australia. Identification suitable for such verification is to be advised by AgriFutures Australia and AgriFutures Australia will notify you in advance to communicate what verification is required.
10. AgriFutures Australia may refuse or exclude any Application at any time before a grant agreement is entered into if, in AgriFutures Australia's reasonable opinion, the Application is not suitable for the Program.
11. Applications are deemed to be received at the time of receipt and not at the time of submission. AgriFutures Australia is not responsible for failure to receive any Application, whether for any cause beyond its control or otherwise.
12. AgriFutures Australia is not responsible for the receipt of incorrect, inaccurate or incomplete information caused by you or occurring during transmission. AgriFutures Australia and its associated agencies and companies will not be liable for any problem or technical malfunction of any telephone, computer network, line, servers, or telephone or internet provider, traffic congestion on any computer network, or any combination thereof

Selection of grant recipients

13. Each valid Application will be judged by a selection panel appointed by AgriFutures Australia according to its merits based on the following criteria:
- a. **Relevance to Australian agrifood innovation:** The event must have a clear focus on agritech and/or agricultural innovation and contribute to the advancement of the Australian agritech industry.
 - b. **Potential for commercialisation:** The event should demonstrate the potential to drive adoption and commercialisation of Australian agritech. It should provide opportunities for agritech developers, end users, and investors to connect, fostering the creation of business and investment opportunities.
 - c. **Regional impact:** Events should be hosted in regional areas of Australia, contributing to the economic benefits of regional communities.
 - d. **Indigenous involvement:** Events must consider indigenous involvement and report on how they have achieved engagement with indigenous communities and/or elements at their events.
 - e. **Organisational capacity:** The event organiser should demonstrate the ability to successfully plan and execute the event within the specified timeline. This includes the necessary resources, expertise, and experience to ensure a high-quality event.
14. The selection panel will select a number of success grant recipients (amount will depend on the amount of funding each have applied for) of the best applicants who will receive the grant ("**Grant Recipients**") based on the above criteria.
15. Grant Recipients will be notified by email or telephone on Monday, 11 September 2023 and will need to complete the on-boarding documents and grant agreement by 22 September 2023.
16. If you are selected as a Grant Recipient, you agree to:
- a. have your name published in a media release, on the AgriFutures Australia website and AgriFutures Australia's social media channels; and

- b. make yourself available for all aspects of the Program, and any other times and places as notified by AgriFutures Australia.
- 17. You acknowledge that your participation in the Program will be subject to a separate grant agreement that you will be required to enter into before receiving the grant. This grant agreement will supersede these terms and conditions upon execution.

Variations, disqualifications and cancellations

- 18. If any aspect of the Program is not capable of running as planned because of any cause beyond AgriFutures Australia's reasonable control, prior to the selection of Grant Recipients, AgriFutures Australia may in its sole discretion cancel, terminate, modify or suspend the Program. In that circumstance AgriFutures Australia will not liable for any loss (including consequential loss) which applicants may suffer or incur as a result.
- 19. AgriFutures Australia may disqualify an applicant from the Program at any time for:
 - a. breach of these terms and conditions;
 - b. breach of any applicable law; or
 - c. being party to any act or thing prejudicial in AgriFutures Australia's reasonable opinion to AgriFutures Australia's goodwill, commercial reputation or overall public image, or defamatory.
- 20. Any applicant who wishes to cancel his or her Application , prior to being chosen as a Grant Recipient, must make a cancellation request in writing to Dallas Pearce, Manager, evoke^{AG} via dallas.pearce@agrifutures.com.au.

Intellectual property and disclosure

- 21. You warrant that:
 - a. the ideas that you present in connection with the Program, including in your Application, are your original work and not copied or adapted from any third party or source, and that you own all rights (including intellectual property rights) in any idea submitted by you into this Program;
 - b. your use of ideas or information in relation to the Program does not infringe any third-party intellectual property rights, unless in circumstances where written permission from the owner of those rights is provided to AgriFutures Australia; and
 - c. your Application does not include any content that contravenes any law, infringes the rights of any third party or is otherwise offensive, defamatory, objectionable or inappropriate.
- 22. In relation to your own intellectual property rights, or intellectual property rights of others that you use with consent in relation to the Program, you acknowledge that by disclosing information in the Program you waive any right of confidence in relation to that information and expressly authorise AgriFutures Australia, its employees and agents, the judges, and other persons involved with the Program to disclose the information in any way whatsoever and to use the information in any way for the purposes of or related to the Program.
- 23. AgriFutures Australia recommends that you do not disclose information for the purposes of the Program that would or might affect your capacity to protect and/or exploit intellectual property rights in the future by registration of rights or any other way.
- 24. AgriFutures Australia recommends that you seek legal advice in relation to intellectual property and you acknowledge that you have had the opportunity to do so.

25. You expressly authorise AgriFutures Australia to use the information you provide including your name for the purpose of the Program including promoting the Program and related activities conducted after conclusion of the Program.
26. Nothing in these terms and conditions implies a licence to use the intellectual property of AgriFutures Australia.

Confidential information

27. Each party acknowledges that it may receive confidential information from the other party. The parties must treat all confidential information as confidential and must not use, exploit or disclose the confidential information to any person (except the parties' representatives and then only to such extent as may be required to enable the parties to comply with the provisions of these terms and conditions) without the prior written consent of the other party. The parties will use the confidential information only for the purpose for which it has been provided.

Images and multimedia release

28. You grant permission to AgriFutures Australia, its agents and others working under its authority, to take and to have full and free use of videos and photographs containing your image or likeness. It is understood these images may be used for promotional, news, online or multimedia, research and/or educational purposes by and for AgriFutures Australia. You agree that they are not entitled to remuneration, residuals, royalties or any other payment from AgriFutures Australia in respect of your image or likeness or its use. Delegates release, discharge and hold harmless AgriFutures Australia and its agents from any and all claims, demands or causes of actions that they may hereafter have by reason of anything contained in the photographs or video.

Limitation of liability and indemnity

29. Except to the extent that the law prohibits or negates such exclusions or limitations:
 - a. Except in the case of AgriFutures Australia's negligence or gross misconduct, AgriFutures Australia is not liable to you for any cost incurred or loss or liability you suffer in any way in relation to the Program. This includes personal injury and property damage.
 - b. You acknowledge that the details of the Program are set out on the AgriFutures Australia website and are subject to changes AgriFutures Australia makes by notice on the website and that AgriFutures Australia does not make any warranty or representation as to: (i) the suitability of the Program to your circumstances; (ii) the suitability of judges; (iii) the effect of the Program on you or your idea; or (iv) any other thing related to the Program not expressly communicated.
 - c. AgriFutures Australia excludes all other guarantees, implied terms and warranties, whether statutory or otherwise, relating to the Program and the subject matter of AgriFutures Australia's agreement with you.
 - d. AgriFutures Australia will not be liable to you for indirect or consequential loss arising from or connected to this Program whether in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss of intellectual property, breach of confidence or any other commercial or economic loss of any kind).
 - e. AgriFutures Australia's liability to you for loss or damage of any kind arising from or in connection with this Program is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether its liability is in contract, tort (including negligence), under any statute or otherwise.

30. Failure by AgriFutures Australia to enforce any of its rights at any stage does not operate as a waiver of that power or right.
31. You acknowledge that you have not relied on any warranty or representation other than those found in these terms and conditions.
32. If any part of these terms and conditions is invalid or unenforceable, this agreement does not include it. The remainder of the terms and conditions continue in full force.

WHS Legislation

33. You will comply with all workplace health and safety requirements and any AgriFutures Australia site safety requirements and venue safety requirements including complying with the Work Health and Safety Act 2011 and any State or Territory legislation relating to occupational or work health and safety and all regulations, codes or guidelines, whether made under that legislation or otherwise, which are relevant to the Program.

Privacy notice

34. AgriFutures Australia may collect certain personal information about you through your Application and through the media materials through AgriFutures Australia's contractors or agents for the purpose of verifying your identity, age or residency, or otherwise in accordance with these terms and conditions. You acknowledge that without this information, AgriFutures Australia will not be able to process your Application and you will not be able to participate in the Program.
35. All details held by AgriFutures Australia will be held in accordance with the AgriFutures Australia Privacy Policy which can be accessed on the AgriFutures Australia website here: <https://agrifutures.com.au/legal/privacy-statement/>.
36. You acknowledge that details about your Application and, personal information may be used by AgriFutures Australia for planning, research and development, or marketing purposes, including as part of AgriFutures Australia's digital platforms such as grow^{AG}.

Governing law and jurisdiction

37. These terms and conditions are governed by and must be construed in accordance with the laws of New South Wales. Each party:
 - a. irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
 - b. waives any right to object to proceedings being brought in those courts for any reason.