



## Terms and conditions for the

### The glo Project 2019

Start Global Pty Ltd (ABN: 4260 235 5644)

We are excited and delighted to have you involved in the glo project (glo) and we can't wait to see the amazing outcomes from this unique program.

So that we can make sure that we run glo in the most effective, safe and fun way for all our participants, you must agree to these terms and conditions, and any other details or requirements set out at the time of your registration on the glo website (<http://www.gloproject.community>) (the 'Website').

If you have any questions about anything in this document, please feel free to contact [hi@gloproject.community](mailto:hi@gloproject.community)

#### 1. Ground rules

- 1.1 By registering for glo, you agree that you have read and understood, and are bound by, these terms and conditions and all information provided on the Website. **In particular, all the participants must be at least 18 years old.**
- 1.2 You must meet the eligibility requirements of glo stream that you register for, in accordance with the registration guidelines set out for that stream on the Website.
- 1.3 By your participation in glo, unless otherwise stated by you, you give permission for us to use your name, image and likeness, photos and videos taken of you by us or our contractors during glo, and any other similar materials, in our discretion without any further payment to you.
- 1.4 Your team's eligibility for glo will depend on the eligibility of each member of your team. If one member of your team does not comply with these terms and conditions or is disqualified for any reason, we may disqualify your team's entry in glo.
- 1.5 Each team that wishes to enter glo is required to apply via our Website. Each team whose application is deemed eligible for glo (to be determined at our sole discretion) will qualify to participate in glo. Teams that are not selected to participate in the formal glo program are welcome to attend the public events such as seminars and lectures.
- 1.6 Teams may consist of team members from more than one University, however only one nominated University will be acknowledged in event materials.
- 1.7 glo is a funded program and there is no cost to register as a Startup or a Participant. There are no wages or payment made to any Startup or Participant for participating in any activity that is part of glo.
- 1.8 You acknowledge that all taxes, costs, duties or levies in relation to any part of glo are Your responsibility.

#### 2. Our expectations of you

- 2.1 We've worked hard to make glo as valuable and enjoyable as possible for you and we'd love to hear your feedback. However, you must not:
  - (a) engage in any activity which brings our name into disrepute or is otherwise prejudicial to us;
  - (b) make or endorse any disparaging comments about us in relation to glo;

## Terms and conditions for glo 2018

- (c) engage in any offensive or discriminatory behaviour towards us, our representatives or other participants in glo;
  - (d) represent that you are our agent or are affiliated with us (other than through your participation in glo).
- 2.2 We want you to stay safe during glo. You agree to comply with any safety or operational policies that we tell you about and reasonable directions that we may give you. While you're on premises used for glo events, you must take reasonable care and responsibility for your own health and safety and that of others while participating in glo, including when travelling to and from glo.
- 2.3 Should you wish to exit glo, written notification must be provided to the program coordinator as soon as practically feasible.

### 3. Judging criteria and prizes

- 3.1 As glo is a relatively new programme, we are seeking corporate sponsorship to provide a competitive element to the final stages glo. If this occurs, any judging criteria for glo disclosed by us is:
- (a) provided by way of guidance only, so you're aware of the types of things that we may take into consideration when judging entries; and
  - (b) neither exhaustive, nor listed in any order of priority, and may not all be considered or be given equal consideration by us.
- 3.2 In evaluating your entry, we may consider the information provided in the entry and any other information which we consider relevant to the evaluation of the entry.
- 3.3 The competition events and judging dates will be specified on the Website.
- 3.4 If prizes are awarded, we exclude all warranties in relation to the quality, suitability or merchantability of a prize, except those that cannot be excluded by law. To the fullest extent permitted by law, any of our liability (including liability arising from the actions of our employees or agents) for breach of any rights a consumer may have which is unable to be excluded under Australian law but can be limited, is limited to the costs of supplying the prize again.

### 4. Your Material

- 4.1 During your involvement in glo, you may provide or communicate your entry to us, as well as source code, photos, documents, presentations, written or oral statements or other materials on which your entry is based, and after glo, you may develop further materials based on, or arising from, your entry (collectively, 'Your Material').
- 4.2 As between you and us, you own all intellectual property rights in Your Material, including any modifications and enhancements you make to Your Material during glo. We will not own any intellectual property rights in Your Material.
- 4.3 You grant us a perpetual, non-exclusive, irrevocable, worldwide, royalty-free license to use, reproduce, publish, modify and otherwise communicate to the public, Your Material for our network planning, marketing and promotional purposes.
- 4.4 You acknowledge that it is up to you and your team members to decide how the intellectual property rights in the entry are owned (subject to the license granted to us under clause 4.3). We don't accept any liability for any disagreement among team

## Terms and conditions for glo 2018

members regarding ownership of any intellectual property rights contained in Your Material.

- 4.5 Our team wish to keep up to date with your future commercial successes. For 18 months after glo if you commercially sell, distribute or license a solution based on, or relating to, Your Material, you agree to provide us written notification 14 days before you commercially sell, distribute or license that solution.
- 4.6 It's important to us to make sure that Your Material doesn't get you (or us!) into trouble. You warrant that:
- (a) you own or are otherwise expressly licensed to use Your Material, including for the purposes of glo, and are authorised to grant us the license in clause 4.3 of these terms and conditions;
  - (b) our use of Your Material in accordance with these terms and conditions will not infringe any third-party intellectual property rights, moral rights or other third-party rights (including any obligations of confidentiality that you may owe to any third parties);
  - (c) Your Material will not contain malicious code, such as viruses, timebombs, worms, Trojan horses or other potentially harmful programs or other material or information; and
  - (d) Your Material will at all times be true, accurate, not misleading and up to date.
- 4.7 Your entry must contain the following details:
- (a) if the entry contains code from open source licence, you must clearly identify that code in the form of comments, provide a URL link of its origin in the code and the licence which applies to it; and
  - (b) if the entry contains proprietary code (including those of third parties or your own), you must clearly identify that code in the form of comments and include any relevant information as to ownership and licensing.
- 4.8 If you use any third-party websites or hardware during glo (including any provided by us to you), you agree that you do so at your own risk and in accordance with the relevant third party's terms of use. We don't take any responsibility for your use of third-party websites or hardware.
- 4.9 We (and our licensors) reserve all intellectual property rights in any materials we disclose to you. However, we grant you a licence to reproduce and modify the materials we disclose to you for the sole purpose of your participation in glo. You must remove any of our materials provided by us to you from Your Materials at the conclusion of glo.

## 5. Confidentiality and privacy

- 5.1 So that you can be judged in the course of glo, you may need to disclose Your Materials to us or our other representatives (like our expert judging panel). We may publicly disclose any of Your Materials that you submit to us to be judged as part of glo. We will not otherwise disclose Your Materials if you mark or tell us that any of Your Material is "Material is NOT for public disclosure except:
- (a) with your team's prior written consent;
  - (b) as required by law or the rules of a stock exchange; or
  - (c) to the extent that the information is in the public domain (other than because of a breach by us of these terms and conditions).

## Terms and conditions for glo 2018

- 5.2 We may otherwise publicly disclose Your Material in our discretion.
- 5.3 During glo, we or our contractors may make film recordings or take photographs that show you and your participation in glo. You agree that we may use these recordings, photographs and any similar materials, as well as your name and likeness, in our discretion (including to contact you about future employment opportunities), without further payment to you.
- 5.4 Any information, materials or content we provide to you during the course of glo is strictly confidential and may only be disclosed by you:
- (a) with our prior written consent;
  - (b) as required by law; or
  - (c) to the extent that the information is in the public domain (other than because of a breach by you of these terms and conditions).
- 5.5 You must destroy or return all copies of our confidential information that we have provided to you during glo at the end of glo or within 14 days of a request by us.
- 5.6 You acknowledge that we are involved in a broad range of research and development activity ourselves, so it's possible that we may work on or have worked on something similar to your entry. You acknowledge and agree that we will not be prevented in any way from pursuing similar work.

## 6. Fairness

- 6.1 We want glo to be fair for everyone. You must immediately notify us whether an actual or potential conflict of interest exists in relation to your participation in glo.
- 6.2 Because a conflict of interest may seriously impact glo, if you tell us about an actual or potential conflict of interest, or it otherwise comes to our attention, we may take any action we consider appropriate, including excluding you from further participating in glo or disqualifying your entry from glo.

## 7. Our liability to you

- 7.1 You acknowledge that you are participating in glo voluntarily, at your own risk and that you and us do not intend to create an employment or agency relationship.
- 7.2 To the fullest extent permitted by law, you release us from any liability for any loss, injury or damage that you may suffer or incur arising from your participation in glo, these terms and conditions, or in relation to any prize. Except as set out in clause 3.4, where we cannot exclude liability, our limit of total liability to you is AU\$10,000.
- 7.3 To the maximum extent permitted by law, we're not liable for:
- (a) special, indirect, consequential, incidental or punitive damages; or
  - (b) damages for loss of opportunity, profits, revenue or goodwill, whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if we are advised of the possibility of the loss or damage.

## 8. Your liability to us

- 8.1 Without limiting any other right or remedy that we may have, you agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors,

## Terms and conditions for glo 2018

licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, including reasonable legal and accounting fees, arising in connection with:

- (a) any breach by you of any provision of these terms and conditions;
- (b) any negligent or unlawful act or omission by you during glo; or
- (c) the infringement or alleged infringement of a third party's intellectual property rights, moral rights or other rights arising directly or indirectly from our use of Your Material in accordance with these terms and conditions.

### 9. Costs and expenses

9.1 Except as expressly set out in these terms and conditions, you must bear your own costs associated with the preparation and submission of Your Material, and your participation in glo.

### 10. General matters

10.1 These terms and conditions are governed by the law in force in the State of Victoria, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them to determine any dispute concerning these terms and conditions or glo.

10.2 Clauses 4, 5, 6, 8 and 10 and any other provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.

10.3 These terms and conditions together with the Website constitute the entire agreement between us and you in relation to glo and supersedes all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to glo.

10.4 The words 'we', 'us', and 'our' in these Terms and Conditions refer Start Global Pty Ltd (ABN: 4260 235 5644).

10.5 We reserve the right in our sole and absolute discretion to amend or discontinue all or any part of these terms and conditions or the operation of glo, and to exclude your further participation in glo for any reason (for example, if you have breached these terms and conditions, or have engaged in offensive or discriminatory behaviour). We'll use reasonable endeavours to provide you with notice of any material changes to glo, either by email or by publishing changes on the Website.

10.6 A failure by us to enforce any term of these terms and conditions will not constitute a waiver of that term.

### 11. Dispute Resolution

In the event of any disputes, the participants and owners of startups must bring the matter to the attention of one of the Directors of Start Global as soon as practically feasible. If the matter remains unresolved, all the parties should seek for alternative dispute resolution mechanisms.