

## ACASE TERMS AND CONDITIONS OF COMPETITIONS: GENERAL

### TERMS AND CONDITIONS AS OF 25 MARCH 2019

#### Promoter

1. The promoter of the competition is the Australia China Association of Scientists and Entrepreneurs ('ACASE') (ABN 92 959 428 731) of Level 10, 51 Queens Street, Melbourne 3000.

#### Entry and eligibility

1. All applicants, upon registration, are taken to have read and understood, and agree to be bound by these terms and conditions, all other information on the website, and if the competition is an international competition - also by the terms and conditions of that competition. Applicants have the duty to inform themselves of the terms and conditions of any international competitions.
2. All applicants must be at least 18 years old.
3. Applicants are to meet the eligibility requirements outlined by ACASE, as well as any relevant program or competition they are entering in via or in conjunction with ACASE.
4. Entry to the competition is open to relevant applicants as outlined for each of the competitions.
5. To enter into the competition, applicants must submit a timely application via the ACASE website. Incomplete or automated entries will be disqualified.
6. Multiple entries (may or may not be accepted depending on the competition) / only the first entry submitted and received by ACASE will be valid.
7. Should there be multiple applicants working together in the same team, all applicants must meet the eligibility requirements as above. Applicants working in a team have a duty to ensure that their team members are eligible.
8. Should an applicant face a conflict of interest that may in any way interfere with their participation in any program or competition, they must notify ACASE as soon as possible. Applicants who do not do so may face disqualification.

#### Disqualification

1. ACASE reserves the right to disqualify any applicants where ACASE reasonably suspects that there is unlawful or improper conduct, or if these terms and conditions have been breached.
2. If the competition is an external competition or program, the organisers of that competition or program reserve the right to disqualify any applicants on whatever grounds they have outlined. ACASE bears no responsibility should an applicant be disqualified by an external organisation or organiser.

## Costs and expenses

1. Competitions and programs run by ACASE differ in costs and expenses.
2. Applicants have an obligation to become informed of associated costs and expenses.
3. Should costs and expenses be covered, ACASE will notify applicants of processes.
4. Any costs or expenses personally incurred by applicants during the course of a program or competition outside of the terms and conditions of the program will not be reimbursed.

## Intellectual property

1. Applicants have a duty to ensure that they have all necessary rights to provide the intellectual property and consent to any act or omission which would otherwise constitute an infringement of their intellectual property
2. Applicants expressly license ACASE any relevant intellectual property for promotional and/or advertising purposes, unless otherwise agreed to by the relevant parties

## Chinese translation:

1. Should your materials require Chinese translation, ACASE will arrange it. You have the right to use translated materials.

## Photos

1. You grant ACASE permission to take, use, distribute etc. photos of you and your startup.

## Health and safety

1. ACASE cares about the physical, mental and emotional wellbeing of its applicants and participants.
2. Applicants and participants are to maintain responsibility for their health and wellbeing. Applicants and participants are to ensure that they are in good health and wellbeing for the duration of the program.

## Diversity and inclusion.

1. ACASE is committed to creating an open and inclusive environment in its programs and competitions.

## Privacy

1. ACASE collects the details that applicants input into any forms (registration etc) or otherwise information that is supplied to ACASE, and ACASE stores this information in a secure manner.
2. ACASE respects applicants' privacy, and should ACASE release details to a third party, ACASE will notify applicants beforehand. Applicants will have a reasonable time to reply and to opt-out if they wish.

## Prize

1. If ACASE is the supplier of the prize, the awarding of the prize is subject to any terms and conditions.
2. If a third party organisation is the supplier of the prize, ACASE will assist the applicant to receive the prize, however will not ultimately be responsible should the prize be retracted or be unable to be received by the applicant.
3. ACASE will endeavour to notify any winners or runners-up of any relevant prizes as soon as is reasonable.
4. ACASE makes no representations or warranties as to the quality, suitability, or merchantability of any goods or services offered as prizes. Unless otherwise in Australian law, ACASE is not liable for any loss suffered to the person or property by reason of any act or omission connected to the supply of goods or services as the prize.

## Other competitions

1. If you have submitted an application for your startup through ACASE, ACASE may submit your application to other ACASE competitions or events. ACASE will notify you should this be the case.