

Tech Innovate Challenge Participation Agreement

Terms of Participation

By signing these terms, you agree to the following terms applicable during and after the Tech Innovate Challenge:

1. Interpretation

1.1. Definitions

In these terms, unless the contrary intention appears:

- **Background IP:** means Intellectual Property created, owned or otherwise lawfully used under licence by Participants prior to the Tech Innovate Challenge.
- **Challenge:** means the specific challenge approved by the TICOC that the Participant is assigned to work on during the Challenge.
- **Brightwater or Challenge Owner:** means Brightwater Care Group Ltd, ABN 23 445 460 050 of 2A Walter Road West Inglewood.
- **Collaborators:** means the Challenge Owner, Partners and Participants e.
- **Partners:** means Brightwater, Venture UWA, Bloom, Coders for Causes, Perth Bio Design, and CERL.
- **Confidential Information:** means any information disclosed by the Challenge Owner or Partners ("**disclosing party**") concerning the disclosing party or its business activities that:
 - by its nature is confidential;
 - is labelled or marked by the disclosing party as confidential; or
 - you know or ought to know is confidential,

but excludes information that:

- is publicly available except as a result of a breach of these terms; or
 - was disclosed to you by a disclosing party who was not under a duty of confidentiality in relation to that disclosure.
- **Tech Innovate Challenge:** means the event delivered by the Tech Innovate Challenge Organising Committee and its partners, from December 2024 to July 2025.
 - **TICOC:** means the Tech Innovate Challenge Organising Committee, which consists of representatives from Brightwater, Venture UWA, Bloom, Coders for Causes, Perth Bio Design, and CERL.
 - **Intellectual Property or IP:** means all intellectual property rights, including without limitation:
 - patents, copyright, future copyright, trade business, company or domain names, registered designs, registered and unregistered trademarks, know-

how, trade secrets and the right to have confidential information kept confidential, any and all other rights to intellectual property as recognised by the law in force in Western Australia and Australia; and

- any application or right to apply for registration of any of those rights.
- **Participant:** means each individual who has registered to attend the Tech Innovate Challenge and is assigned to the Challenge, not including the Challenge Owner and/or the Partners.
- **Project IP:** means any IP (including any proof of concept and related technology) which is planned, developed, created, and authored by the Collaborators over the course of the Tech Innovate Challenge. This includes any Intellectual Property informed by or resulting from Background IP, but not the Background IP itself.

1.2. Interpretation

In the interpretation of these terms, unless the contrary intention appears:

- a reference to a person or entity includes a reference to an individual, group of individuals, corporation, firm, association, or other entity;
- the singular includes the plural and vice versa;
- an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally
- a reference to 'signed' or 'in writing' includes electronic forms of communication and agreement, unless explicitly stated otherwise; and
- headings are inserted for convenience and do not affect the interpretation of these terms.

2. Judging

2.1. The winning Tech Innovate Challenge team will be announced in June 2025 and will be awarded a prize package determined by the TICOC.

2.2. The TICOC will appoint judges to select the winning entries.

2.3. The judges' decision is final, and the judges are not required to provide reasons for their decisions.

3. Intellectual Property

3.1. Nothing in these terms affects the ownership of any Background IP.

3.2. Participants retain full ownership of their respective contributions to Project IP unless otherwise agreed in writing between the Collaborators.

3.3. The Participants grant to the Challenge Owner a non-exclusive, royalty-free, transferable licence, including the right to sublicense, to use the Project IP for non-commercial purpose consistent with Brightwater's mission to reduce social isolation among seniors. This licence shall remain in effect indefinitely unless and until terminated by written notice from the

Participants who created the relevant Project IP. Such termination will take effect no earlier than 60 days after written notice is provided, to allow the Challenge Owner sufficient time to cease any use of the Project IP.

3.4 Brightwater shall have the first right of refusal to implement the winning solution in Brightwater's operations; however, they are not obligated to do so.

4. Confidential Information

4.1. You must hold in strictest confidence and not disclose, use, lecture upon, publish, or otherwise make available to any third party any Confidential Information except for the purposes of your participation in the Tech Innovate Challenge, unless expressly authorised in writing by the disclosing party.

4.2. You must only use the Confidential Information during your participation in the Tech Innovate Challenge and must comply with any policies or guidelines of the disclosing party with respect to the use and protection of Confidential Information. You must not use Confidential Information:

- for any purpose unrelated to the Tech Innovate Challenge;
- for your own benefit or for the benefit of any other person or business entity; or
- in a manner that breaches these terms or applicable law.

4.3. You may disclose the Confidential Information only to the extent that such disclosure is required by law, regulation, or order of a court of competent jurisdiction or a governmental authority, and subject to you giving prompt written notice to the disclosing party prior to the disclosure.

4.4. You must take all reasonable steps to ensure that Confidential Information is securely stored and handled during and after your participation in the Tech Innovate Challenge. You may not remove Confidential Information from premises or digital systems designated for the Tech Innovate Challenge unless you have obtained express prior written consent from the disclosing party

4.3. These confidentiality obligations will continue to apply for a period of 3 years following the Tech Innovate Challenge, unless a shorter period of time is agreed to by the Challenge Owner.

5. Personal Information

5.1. You consent to Brightwater collecting, using, and storing your personal information for the purposes of:

- registering you for the Tech Innovate Challenge;
- administering and promoting the Challenge; or
- communicating with you about your participation in the Challenge and future challenges or related events.

Brightwater will handle your personal information in accordance with our privacy policy, which you may view [here](#).

5.2. By participating in the Tech Innovate Challenge, you grant Brightwater and its authorised media partners a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, adapt, modify, distribute, and publicly display your name, image, voice, statements, and biographical information, as well as information relating to your entry to the Tech Innovate Challenge ("**Materials**") now or at any time in the future, for communications, publications, educational, informational, advertising, marketing, or promotional media, activities and events

5.4 Brightwater may edit, adapt, or modify the Materials provided such changes do not misrepresent you or your participation.

6. Publications and Publicity

6.1. By participating in the Tech Innovate Challenge, you agree to present your results, discoveries, and solution in the form of a presentation pitch at the conclusion of the Challenge.

6.2. The participants may not use the name or logo of any other Participant, the Challenge Owner, or the Partners in any publicity, advertising, or news release without the prior written approval of that person or entity.

6.3. Before publishing or presenting the Project IP or any other material in relation to the Challenge, you must:

- give the Challenge Owner and Partners sufficient opportunity (of no less than 10 business days) to review the material; and
- comply with any directions from the Challenge Owner or Partners to delete or otherwise modify the material to avoid the disclosure of Confidential Information.

6.4. If the Challenge Owner or Partners do not elect to review the material, you must in any case take all steps to continue to comply with your ongoing obligations regarding Confidential Information under clause 4.

7. Warranties and Indemnity

7.1. You represent and warrant that you enter the Tech Innovate Challenge as an individual and in your personal capacity, not in your capacity as the employee or contractor of any organisation or entity, and you have no arrangement or agreement in relation to Intellectual Property created by you that would conflict with these terms.

7.2. You represent and warrant you have the right to use and release all information and other materials that you contribute for the purposes of the Tech Innovate Challenge and that this information or material:

- is true and complete to the best of your knowledge;
- is your own work;
- will not infringe the intellectual property rights, privacy rights, or contractual rights of any third person or entity; and

- does not contain malicious code or other potentially harmful programs, material, or information.

7.3. You agree to indemnify and hold harmless Brightwater and the TICOC against all claims, liabilities, costs, and damages relating to your participation in the Challenge, including:

- any allegation that the Project IP or information or other materials that you contribute for the purposes of the Tech Innovate Challenge infringes any third party proprietary right;
- any dispute between you and another Participant; or
- your breach of these terms.

8. Limitation of Liability

8.1 In no event will Brightwater, the TICOC, and the Partners be liable to you for any loss or damage relating to your participation in the Tech Innovate Challenge, whether arising from:

- your inability to submit an entry to the Tech Innovate Challenge, or the disqualification of your entry;
- loss of use, data, business, or profits;
- disruption of or problems relating to telephone network connections, Wi-Fi, computer systems, or servers;
- loss of or damage to your personal equipment or possessions;
- cancellation, suspension, or alteration of the terms of the Tech Innovate Challenge;
- any act, omission, or breach of these terms by another Participant; or
- Brightwater, or the TICOC's use of the Project IP in accordance with the licences granted by you under these terms, or otherwise.

9. General

9.1. The TICOC may cancel, suspend, or alter the Tech Innovate Challenge at any time if it deems necessary or if circumstances arise outside of its control.

9.2. The TICOC has the right, at its sole and absolute discretion, to disqualify any Participant or any entry to the Tech Innovate Challenge which is in breach of these terms. These terms will continue to apply, despite any disqualification.

9.3. Nothing in the submission of an entry into the Tech Innovate Challenge, the awarding of a reward, or anything in these terms may be construed as an offer or contract of employment, or the creation of any agency or partnership, with either Brightwater, the Challenge Owner, Collaborators or any other entity.

9.4. If any provision of these terms is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.

9.5. These terms will be construed and governed in accordance with the laws of Western Australia and subject to the non-exclusive jurisdiction of the courts of Western Australia.

9.6 In the event of a dispute, controversy, or claim arising out of or relating to these terms or the Tech Innovate Challenge, the affected parties must first attempt to resolve the matter through good-faith negotiations (except where urgent injunctive relief is sought).

9.7 Without limiting the ways in which this agreement may be validly terminated, Brightwater reserves the right to terminate your participation in the Tech Innovate Challenge immediately if:

a. you breach any of these terms or fail to comply with any written instructions or policies provided by Brightwater or the TICOC;

b. you engage in conduct that is unlawful, fraudulent, or brings the Challenge, Brightwater, or its Partners into disrepute; or

c. your continued participation is deemed by Brightwater, in its sole discretion, to be contrary to the purpose or best interests of the Challenge,

and in such cases, Brightwater will not be liable for any damages or costs incurred by you as a result of the termination.

Signature: _____

Participant Name: _____

Date: _____