

COMPETITION TERMS

<p>Schedule to the Terms</p> <p>1. Competition</p>	<p>The Graeme Clarke Institute for Biomedical Engineering HealthTech Innovation Challenge 2020</p>
<p>2. University</p>	<p>The University of Melbourne [ABN 84 002 705 224], of Parkville, Victoria 3010, Australia</p>
<p>3. Competition Website (clause 1)</p>	<p>https://clarkinstitute.unimelb.edu.au/challenge/ contains further details, guidelines, judging criteria and online application form.</p>
<p>4. Time Zone (clause3)</p>	<p>Victoria, Australia</p>
<p>5. Competition Period (clause 4)</p>	<p>Submission Competition Period commences: Friday 13 March 2020</p>
	<p>Submission Competition Period ends: Midnight 12 a.m. on Tuesday 14 April</p>
	<p>Pitch Event Competition Period is: 4pm - 6pm 15 June 2020 at Woodward Conference Centre, Level 10, Law Building, Melbourne Law (Building 106), 185 Pelham St, Carlton VIC 3053.</p>
<p>6. Affiliated/Affiliation</p>	<p>As defined on the Competition Website.</p>
<p>7. Technology Readiness Levels</p>	<p>As defined on the Competition Website.</p>
<p>8. Entry Restrictions(clause 5)</p>	<p>Entry is open to teams, with up to 6 members, which:</p> <ul style="list-style-type: none"> a. have at least one member acting as the main applicant and lead investigator (LI) who is a salaried staff member from one of the Melbourne Academic Centre for Health (MACH) partner organisations; b. have partner investigators from hospital, academia and/or industry; and c. submit an entry via the online application form during the Submission Competition Period. <p>Previous winners of the HealthTech Innovations Challenges are ineligible to enter the 2020 Competition. LI who have received a cash prize for previous Competitions (2017-2019) for a Project are ineligible to enter the for the 2020 Competition as a Li. They may enter as an applicant on another LI's project.</p> <p>Teams cannot re-enter a Project that has previously been a finalist or winner of the HealthTech Innovation Challenge and has received a cash prize. If a Team has participated in the Pitch Event Competition and been unsuccessful in receiving a cash prize, the Project is</p>

	<p>eligible to re-enter.</p> <p>Entry and participation in the Pitch Event is only open to Submissions selected in accordance with the Judging Details as specified in item 16 of the Schedule.</p> <p>Judging decisions for Finalists invited to pitch their Project at the Pitch Event Competition is the decision of the Judging Panel. The Judge's decision is final. No correspondence will be entered into.</p> <p>Further details are available on the Competition Website.</p>
<p>9. Entry Method(clause 6)</p>	<p>The Competition is conducted in two stages, as follows:</p> <p>Stage 1: Submission</p> <ol style="list-style-type: none"> 1. Each team must submit an entry in accordance with these Terms and the guidelines available on the Competition Website (Submission Team). 2. Each Submission Team must: <ol style="list-style-type: none"> a) submit a project proposal (Project) that: b) addresses the health technology that is used to prevent, diagnose, monitor or treat diseases of medical conditions relevant to medical devices, diagnostics, assistive technology, digital health including mobile health; and/or technology that supports drug discovery and development, and pharmaceutical manufacturing; c) applies a STEMM-based approach to research; d) demonstrates innovative inter-disciplinary research that has significant potential for future funding by granting bodies and/or industry; e) is at Technology Readiness Level 2 or above; f) must be able to commence by 1 Aug 2020 and finish within 12 months; g) not have Lead Investigator who has received money (either as a finalist or winner in previous years) for the last 3 years. h) Complete the Competition online application form; i) Submit a letter of support from the LI's MACH Affiliated organisation; if the LI is Affiliated with the University, submit a letter of support from the LI's Affiliated University faculty or school; and if industry is involved in the Project, submit a letter of support from industry. 3. Up to 8 Submission Teams will be selected by a University judging panel in accordance with the judging criteria from the valid entries received by the University to progress to the second stage of the Competition (Pitch Event Team). 4. Each Pitch Event Team LI will be notified of their selection via their submitted contact details in May 2020. 5. Each Pitch Event Team LI must confirm or decline their team's entry and participation in the Pitch Event of the Competition by two weeks prior to the pitch competition

	<p>Stage 2: Pitch Event</p> <ol style="list-style-type: none"> 1. Each Pitch Event Team must submit an entry in accordance with these Terms and the guidelines available on the Competition Website. 2. At least one member of each Pitch Event Team must attend and participate in the Pitch Event.
10. Maximum Number of Entries (clause 7)	Each LI may only lead one Submission Team, but may be a team member of multiple Submission Teams. Other team members may join multiple Submission Teams.
11. Privacy Laws (clause 9)	Privacy and Data Protection Act 2014 (Vic)
12. Privacy Policy (clause 9)	www.unimelb.edu.au/governance/compliance/privacy
13. Content (clause 10)	Any materials submitted by an entrant via the Competition including but not limited to Project title and description, prototypes, text, pitches, presentations, comments, recordings and images. For the avoidance of doubt, the Content does not include reports submitted by the Winners to the University in accordance with item 16 of the Schedule.
14. Winner (clause 14)	Four winning Pitch Event Teams will be selected in accordance with the Judging Details.
15. Judging Details (clause 14)	<p>This is a game of skill and chance plays no part in determining the Winner.</p> <p>The Pitch Event Teams will be judged by a panel established by the University and consisting of University, MACH, industry and/or government representatives. The judging panel will use the judging criteria to determine the Competition Winners. Members of the public are permitted to attend the Pitch Event.</p> <p>The judging of the Pitch Event Teams will take place on 15 June 2020 at Woodward Conference Centre, Level 10, Law Building, Melbourne Law (Building 106), 185 Pelham St, Carlton VIC 3053.</p>
16. Prize (clause 15)	Each Winner LI's Affiliated organisation will receive up to \$30,000 cash (+ GST) out of a total prize pool of \$100,000 to be applied towards the future development of their Project. The exact amount awarded will be decided on the Pitch Night by the Judging Panel. The Judge's decision is final. No correspondence will be entered into.

	<p>Each Winner LI agrees to submit a final reports to the University, by 30 November 2021.</p> <p>Each member of the Winner agrees to acknowledge the contribution and support of the Project by The Graeme Clarke Institute for Biomedical Engineering, The University of Melbourne.</p>
17. Winner Notification (clause 16)	<p>Each Winner LI will be notified in person at the end of the Pitch Event on 21 October 2019.</p> <p>The Judging Panel's decision is final, no correspondence will be entered into.</p>
18. Claim Prize (clause17)	<p>The prize will be transferred by electronic funds transferred to a nominated account of the Winner's organisation. If the Winner or any of the Winner's team member has an affiliation with the University of Melbourne, the prize will be transferred to a nominated Faculty account.</p>
19. Replacement Winner (if required) (clause 18)	<p>The re-selection of the Pitch Event Winner (if required) will take place at the same place as the original selection of the Pitch Event Winner as detailed in item 15 of the Schedule on 15 June 2020</p>
20. Replacement Winner Notification (if required) (clause 18)	<p>Any Replacement Pitch Event Winner will be contacted via their submitted telephone and/or email address by 16 June 2020.</p>
21. Replacement Winner Claim Prize (if required) (clause 18)	<p>Any Replacement Winner's Prize will be claimed in accordance with item 18 of the Schedule.</p>

General Terms

ENTRANTS

1. By entering the Competition, you agree to be bound by the Terms of the Competition. The Terms governing the Competition include these General Terms, the Schedule to these Terms and any instructions relating to the Competition on the Competition Website. Only entries that comply with the Terms will be considered valid entries to this Competition.
2. Any capitalised terms used in these General Terms have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms (**Schedule**) and these General Terms, the Schedule will take precedence.
3. **Time Zone.** All times and dates in the Terms refer to the Time Zone in operation at the time of the Competition.
4. **Competition Period.** The Competition will be conducted during the Competition Period. The University is not responsible for any entry that is not received by the University during the Submission stage of the Competition Period, for whatever reason. Incomplete or indecipherable entries will not be accepted. The University is not responsible if any eligible Pitch Event Team does not attend and/or participate during the Pitch Event, for whatever reason.
5. **Entry Restrictions.** Eligibility to enter the Competition is subject to the Entry Restrictions.
6. **Entry Method.** To enter the Competition, entrants must enter the Competition in accordance with the Entry Method (and any other entry details provided by the University on the Competition Website) during the Competition Period.
7. **Maximum Number of Entries.** Entrants can enter the Competition up to the Maximum Number of Entries. Entries must be submitted separately and entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.
8. Each entrant is responsible for their own travel and other costs associated with entering the Competition.
9. **Use of Personal Information.** By entering this Competition each entrant agrees that:
 - (a) the University may use their name and contact details for the purpose of conducting the Competition;
 - (b) the names and organisational Affiliations of each Pitch Event Team member together with the Project title will be published on the Competition Website;
 - (c) the University may film and photograph the Pitch Event proceedings and upload the film and photographs, which may contain the entrant's image, name and/or voice, to the University's website and social media channels and use the film and photographs for other University promotional purposes not related to this Competition; and
 - (d) at the University's request, the Winner will take part in the University promotional activities which may include their name, image and organisational Affiliation together with their Project title published in the University's promotional materials (such as the University's website, marketing materials, advertising, printed materials and social media channels) and for ongoing promotional activities not

related to this Competition.

Each name, voice, image, contact detail and organisational Affiliation are considered to be 'personal information' under Privacy Laws. The University has a comprehensive privacy policy addressing issues relating to the use, collection, security and access to personal information available at the University's Privacy Policy.

10. **Content.** Entrants agree that they are fully responsible for any Content. The University is not liable in any way for such Content to the full extent permitted by law and may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the University may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) their Content is not subject to any confidentiality obligations or restrictions;
 - (d) they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their Content;
 - (e) the Content is the original work of the entrant that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms, and the Content does not infringe the rights of any third party;
 - (f) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (g) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the University for any breach of the above terms.

11. **Use of Competition Entry.** As a condition of entering this Competition, each entrant licenses and grants the University and its affiliates a non-exclusive, fee-free, royalty-free, perpetual, world-wide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display:
- 1. their entry (including Content) for the purposes of conducting and promoting the Competition; and
 - 2. their Project title for the purposes of all the University's ongoing promotional activities (such as advertising, media releases, presentations, reporting, printed material, use on the University's website and social media channels), not related to the Competition.

The University will not enter into commercial arrangements or directly profit from the licence.

12. If this Competition is interfered with in any way or is not capable of being conducted as reasonably

anticipated due to any reason beyond the reasonable control of the University, including but not limited to technical difficulties, unauthorised intervention or fraud, the University reserves the right, in its sole discretion, to the fullest extent permitted by law:

- (a) to disqualify any entrant; or
- (b) to modify, suspend, terminate or cancel the Competition, as the University deems appropriate.

13. Except for any liability that cannot by law be excluded, including any statutory consumer guarantees provided under the consumer protection laws of Australia, the University (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition.

WINNER

14. **Judging Details and Winner.** The Winner will be determined from the valid Competition entries received by the University in accordance with the Judging Details. The Judges decision is final, no correspondence will be entered in to.
15. **Prize.** The Prize will be awarded as specified in the Schedule. The Prize values are the recommended retail value as provided by the relevant supplier, are in Australian dollars and are correct as at the time of the commencement of the Competition Period. The Winner must claim the Prize in accordance with Claim Prize. Please allow at least 28 days from the date of notification for the delivery of the Prize. Transport to claim the prize is not part of the prize and is the sole responsibility of the Winner. The Prize cannot be exchanged or redeemed for other goods, services, cash or credit. If, for some reason the Prize is unavailable, the University reserves the right to substitute the Prize for a prize of equal or greater value.
16. **Winner Notification.** The Winner will be notified in accordance with Winner Notification. The Winner will also be announced on the University's website in accordance with clause 9 above.
17. **Claim Prize.** If the Winner does not comply with these Terms and/or does not claim the Prize in accordance with Claim Prize, the University reserves the right to select a replacement winner from the remaining valid entries in accordance with clause 14 above.
18. **Replacement Winner.** If a winner re-selection is required, the selection of the replacement winner will be conducted by the University in accordance with Replacement Winner. The Replacement Winner will also be announced on The University of Melbourne website in accordance with clause 9 above. The Replacement Winner must claim the Prize in accordance with Replacement Winner Claim Prize.
19. The result of the Competition is final and no correspondence will be entered into.