

VICHEALTH INNOVATION CHALLENGE: ARTS

Terms and Conditions

These Terms and Conditions (**Terms and Conditions**) apply to the 'VicHealth Innovation Challenge: Arts' (Challenge) which is being administered by Victorian Health Promotion Foundation.

By participating in the Challenge, You agree to be bound by these Terms and Conditions. In the event of any conflict between any terms referred to in promotion materials and these Terms and Conditions, these Terms and Conditions take precedence.

Definitions

"**Application**" means an online application made by an organisation to participate in the Challenge;

"**Business Plan**" means an indicative business plan in respect of Project to be produced and delivered to VicHealth in accordance with a Mini-Funding Agreement by Shortlisted Organisations;

"**Challenge**" means the 'VicHealth Innovation Challenge: Arts' which is administered by VicHealth on the Challenge Webpage';

"**Challenge Webpage**" means the webpage on the VicHealth Website at:
<http://challenge.vichealth.vic.gov.au/challenges/arts/>

"**Evaluation Criteria**" means the evaluation criteria set out in clause 25;

"**Full Funding Agreement**" means a funding agreement between VicHealth and a Successful Organisation for the provision of a grant to implement the organisation's Project.

"**Mini-Funding Agreement**" means a funding agreement between VicHealth and a Shortlisted Organisation for the provision of a grant of \$1,000 to develop a Business Plan under Stage 2 of the Challenge.

"**Project**" means a project to be implemented by a Successful Organisation in accordance with a Full Funding Agreement;

"**Shortlisted Application**" means an Application that has been shortlisted by VicHealth to enable the Shortlisted Organisation to participate in Stages 2 and 3 of this Challenge.

"**Shortlisted Organisation**" means an organisation who is shortlisted by VicHealth to participate in both Stages 2 and 3 of the Challenge.

"**Submission**" means the Video Submission, Business Plan and any other tangible or intangible works provided by You to VicHealth as part of the Challenge;

"**Successful Application**" means an Application that is selected by VicHealth at the end of Stage 3 which will result in VicHealth providing a grant to a Shortlisted Organisation.

"**Successful Organisation**" means an organisation whose Application is selected by VicHealth as the Successful Application.

"**VicHealth**" means the Victorian Health Promotion Foundation, a statutory authority established pursuant to the *Tobacco Act 1987 (Vic)*, ABN 20734406352 of 15-31 Pelham Street, Carlton 3053;

"**Video Submission**" means the optional video submission submitted by organisations participating in the Challenge as part of Stage 1 of the Challenge;

"**VicHealth Website**" means the VicHealth website at www.vichealth.vic.gov.au;

"**You, Your**" means the organisation who has registered to enter the Challenge via the Challenge Webpage.

The Challenge & Eligibility Requirements

1. This Challenge is administered by VicHealth in accordance with these Terms and Conditions.
2. The Challenge commences on 12 November 2014 and all entries must be received by VicHealth by 12.00 Noon Australian Eastern Daylight Savings Time (AEDT) on the closing date of 12 December 2014.
3. The Challenge will operate on the Challenge Webpage. By participating in this Challenge, You agree to act in accordance with:
 - a) these Terms and Conditions; and
 - b) the terms and conditions of the VicHealth Website, which are located at: <http://www.vichealth.vic.gov.au/Terms-and-Conditions.aspx>

Eligibility to enter the Challenge

4. The Challenge is aimed primarily at engaging arts organisations to create and deliver participatory and digital technology initiatives in Victoria in accordance with VicHealth's objectives.
5. The types of organisations who are eligible to enter the Challenge include:
 - a) organisations with their principal purpose being the promotion of a cultural activity such as literature, visual, community, performing or Aboriginal and Torres Strait Islander arts, music, crafts, design, television, video, radio, film, movable cultural heritage, gallery, museum and library services; and
 - b) organisations with a track record of facilitating and promoting health and wellbeing through arts activities; and
 - c) organisations which have an Australian Business Number (ABN) and are:
 - i. an incorporated association; or
 - ii. a registered co-operative; or
 - iii. a registered company
6. Organisations that do not fall within clause 5 above shall not be entitled to enter the Challenge unless such organisation has entered in to a partnership arrangement with an eligible arts organisation and that eligible arts organisation is the contracting party pursuant to the Application and any Mini-Funding Agreement and/or Full Funding Agreement.
7. Employees of VicHealth or any of its subsidiary or affiliated companies and their immediate families and members of their households, and employees, agents or otherwise connected with the operation, management or fulfilment of the Challenge are not eligible to take part in the Challenge. VicHealth reserves the right to require participants to prove that they are eligible.

Stages of the Challenge

8. There are three stages of the Challenge:
 - a) **Stage 1** - Provision of an Application;
 - b) **Stage 2** - Development of a business plan; and

- c) **Stage 3** - Present to an assessment panel.

Stage 1 - Entry into the Challenge and provision of Your Application

9. You may participate in the Challenge at any time between 12 November 2014 and the closing date on 12 Noon Australian Eastern Daylight Savings Time (AEDT). Late entries will not be accepted.
10. To participate the Challenge, You must:
 - a) complete the online registration form on the Challenge Webpage and at your sole option, You may choose to submit a Video Submission for Stage 1 of the Challenge.
11. VicHealth will not accept entries by email, post, facsimile or any other method that does not involve completing the Application.
12. You agree to pay Your own costs in relation to this Challenge, including (but not limited by):
 - a) applying for this Challenge;
 - b) developing Your Application, Video Submission or other Submission;
 - c) attending an assessment panel interview;
 - d) executing a Mini-Funding Agreement or Full Funding Agreement;
 - e) complying with these Terms and Conditions; or
 - f) attending to any other matter in relation to this Challenge.
13. You may submit a maximum of 1 Video Submission in support of Your Application for the Challenge and the Video Submission must not exceed 2 minutes in duration. Video Submissions not meeting the requirements outlined in these Terms and Conditions will not be shortlisted for Stages 2 and 3 of the Challenge.
14. You may submit a Video Submission by uploading a YouTube URL on the VicHealth Website. The URL must not be password protected and must be selected as 'unlisted'. This will ensure that the Video Submission is not available to the general public by running a search on a search engine and can only be accessed by entering the correct URL directly into a web browser.
15. All valid Applications and Video Submissions will be evaluated by VicHealth starting the week beginning 15 December 2014. A panel of judges will evaluate the Applications and Video Submissions against the Evaluation Criteria and will create a shortlist of organisations for participation in Stage 2 of the Challenge.

Stage 2 - Development Your Business Plan

16. If, after submitting Your Application, Your Application is shortlisted by VicHealth, You will be notified and invited to participate in both Stages 2 and 3 of the Challenge. VicHealth will provide this notification on or around 19 January 2015 by email at the email address provided by You in your online registration form.
17. If You are a Shortlisted Organisation, VicHealth will provide You with a grant of \$1,000 to be used towards the preparation of a Business Plan.

18. The provision of the \$1,000 grant is subject to You agreeing to participate in Stages 2 and 3 of the Challenge and entering into a Mini-Funding Agreement with VicHealth, the terms and conditions of which will be determined by VicHealth.
19. Once you have signed the Mini-Funding Agreement, You will have two weeks to develop Your Business Plan. VicHealth will make an expert facilitator available to assist you with preparing and developing the Business Plan.

Stage 3 - Present to an Assessment Panel

20. If You are a Shortlisted Organisation, at the conclusion of Stage 2 of the Challenge, You will be required to participate in Stage 3 by attending an assessment panel interview where You will present and deliver Your Business Plan to VicHealth.
21. The purpose of the assessment panel interview is to allow VicHealth the opportunity to evaluate Your Submission as more fully described in clause 25 below.
22. The assessment panel interview will be held at 15-31 Pelham Street, Carlton 3053 in March 2015. Full details of the assessment panel interview will be confirmed with You at the time that Your Application has been shortlisted at Stage 2 (or shortly thereafter).

Evaluation of Shortlisted Applications

23. At the conclusion of Stage 3 of the Challenge, VicHealth will:
 - a) evaluate all Submissions provided by Shortlisted Organisations against the Evaluation Criteria; and
 - b) in its sole discretion, select the Successful Applications.
24. In evaluating the Shortlisted Applications, VicHealth may:
 - a) consider any Submission provided by the Shortlisted Organisation, including the Video Submission, Business Plan, assessment panel interview or any other matter; and
 - b) place any weight on the Evaluation Criteria as it sees fit.

Evaluation Criteria

25. The assessment of Applications (and any Submissions) in Stages 1, 2 and 3 of this Challenge will be made against the following Evaluation Criteria:

Get more people physically active: VicHealth is committed to getting people more active. The more physical activity You do, the better your health! So, the more people You can get being active, the more impressed We'll be. Need We say more?

Point of difference: We're offering start-up funding to kick-start smart ideas. Your Project should be clever, timely and unique. Use your imagination and think big!

Equity: We will be impressed by proposals that cater for everyone, including those that are less likely to participate. Will your Project be fair, accessible and inclusive?

Scalability: We want to invest in ideas that have the potential to go from good to great. Will it be expanded, upscaled or transferred over time?

Sustainability: VicHealth can give You a kick start, but Your Project will need to stand on its own two feet in time. Make sure You think about the long term business model from the start.

Partners: VicHealth plays a team game. Who have You recruited to Your Project team that brings a unique perspective, are they social entrepreneurs? Are they corporate hot shots? Are they changemakers?

Sharable: We want to get as many people talking about Your Project as possible - so whatever You do needs to be documented in some way that We can share online (photos and video are Our favourites)!

26. You acknowledge and accept that VicHealth may allocate different weightings to this Evaluation Criteria in its assessment of Submissions, and any decision to do so is at the sole discretion of VicHealth.

Announcement of Successful Organisations

27. VicHealth will announce the Successful Organisations on the Challenge Webpage on or around Monday 6 April 2015.

Provision of Grant to Successful Organisation of the Challenge

28. If You are a Successful Organisation, VicHealth will provide You with a grant to be used towards implementing the Project in accordance with the Business Plan developed during Stage 2 of the Challenge.
29. Any decision by VicHealth to select a Successful Organisation or the amount of any grant to be provided to a Successful Organisation will be at the sole discretion of VicHealth.
30. If you are a Successful Organisation, the provision of the grant to You is subject to You agreeing to entering into a Full Funding Agreement with VicHealth, the terms and conditions of which will be determined by VicHealth.

VicHealth's decisions are final

31. For the avoidance of doubt, any decision by VicHealth on any matter in relation to this Challenge is final and is not subject to review. This includes a decision by VicHealth to:
 - a) shortlist an Application;
 - b) determining which organisation will be a Successful Organisation or the number of Successful Organisations; or
 - c) determine the amount of any grant.
32. You acknowledge and agree that VicHealth is under no obligation to discuss or provide feedback to You in relation to an Application You have submitted.
33. You also acknowledge and accept that VicHealth is not obliged to enter into any correspondence with You unless Your Application is shortlisted at the end of Stage 1.

Publication of Video Submission

34. You acknowledge and accept that VicHealth may publish Your Video Submission on the VicHealth Website, the Challenge Webpage, and any other media (including social media).

Warranties

35. By participating in this Challenge, You represent and warrant that:

- a) You have read and accepted and complied with YouTube's terms and conditions before uploading the Video Submission;
- b) You have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create Your Video Submission, Business Plan or any other Submission submitted as part of this Challenge; and
- c) Your Video Submission, Business Plan and any other Submission submitted as part of this Challenge complies with these Terms and Conditions (and any applicable third party terms and conditions), and:
 - i. is Your original work;
 - ii. has not previously been submitted in any other challenge, competition or promotion, including any third party promotion or event;
 - iii. does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living or dead, without permission of the relevant person or their parent or legal guardian using the relevant consent form available on the VicHealth Website;
 - iv. does not include trade marks, logos, or copyright protected material which belong to third parties unless you have permission from the owner to use the same in Your entry (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media);
 - v. is not subject to any third party agreements, and VicHealth will not be required to pay any licence fees, royalties or other sums to any person or entity as a result of using the Video Submission in accordance with these Terms and Conditions;
 - vi. does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of VicHealth or any other individuals and/or entities, the determination of which shall remain in the sole discretion of VicHealth;
 - vii. does not contain pornographic or sexual content, hateful or offensive content, content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content, the determination of which shall remain in the sole discretion of VicHealth;
 - viii. does not include threats of any kind or that intimidate, harass, or bully anyone, or invade the privacy of any person, the determination of which shall remain in the sole discretion of VicHealth;
 - ix. does not violate any applicable laws or include any content that may encourage or provide instructions for a criminal offence;

- x. does not feature, refer to, or mention any brands competing with VicHealth; and
- xi. along with any electronic method of communication used to submit it to VicHealth, does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of VicHealth's (or a third party's) hardware or software systems.

Right to remove or reject organisations

36. VicHealth reserves the right to remove or reject from the Challenge (including from the Challenge Webpage) an organisation that has entered the Challenge if:
- a) VicHealth decides not to shortlist the organisation's Application following an assessment of the Application against the Evaluation Criteria;
 - b) the organisation's Submission is illegible, incomplete or fraudulent or does not comply with these Terms and Conditions;
 - c) the organisation has breached these Terms and Conditions or VicHealth suspects that the organisation has breached these Terms and Conditions;
 - d) VicHealth receives a complaint about the organisation from a third party in relation to a Submission or any matter relating to this Challenge;
 - e) the organisation has tampered with the operation of the Challenge, has engaged in cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other entrants or VicHealth and/or any of its agents or representatives, or VicHealth suspects, on reasonable grounds, that it has done so;
 - f) the organisation submitting the Application has failed to submit a consent form in accordance with these Terms and Conditions; or
 - g) the organisation submitting the Application does any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable.
 - h) VicHealth otherwise thinks it is appropriate to do so.

Intellectual Property

37. Subject to clauses 38 to 40, You will retain all copyright and any other intellectual property rights in the Submission.
38. By submitting any Submission as part of the Challenge, You grant to VicHealth a worldwide, exclusive, transferable, royalty-free, perpetual, irrevocable license (including a right to sub-license) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate and reformat), derive, transmit, publish, communicate, display and perform (publicly or otherwise), the Submission for the purpose of evaluating the Submission, and for VicHealth's marketing, advertising and/or promotional activities, which may include, but is not limited to, using, publishing or communicating the Submission on a website, social media or other digital media.
39. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 38 and that any use of such Submissions by, or on behalf of, VicHealth shall comply with all applicable laws, rules, and regulations and not infringe or otherwise violate

the intellectual property, moral rights or other rights of any third party.

40. By participating in the Challenge, You accept and agree that you waive any moral rights you may have in relation to any Submission you submit, and that VicHealth may use any names, photographs or video footage featured in the Submission in its publicity materials without any obligation for VicHealth to provide acknowledgment, payment or other compensation to You. This includes making such names and photographs available on the VicHealth Website, the Challenge Webpage and other advertising and promotional materials.

Privacy

41. In administering this Challenge, VicHealth will collect personal information, including, without limitation, the name of persons participating in the Challenge and the names and contact details of persons appearing in Video Submissions.
42. Any personal information collected by VicHealth in administering this Challenge will be managed in accordance with the Information Privacy Principles (IPPs), the *Information Privacy Act 2000 (Vic)*, and VicHealth's Privacy Statement which is available at <http://www.vichealth.vic.gov.au/Privacy>
43. You acknowledge and accept that personal information will be shared with VicHealth's employees, agents and subcontractors to the extent necessary for the Challenge to be delivered and for VicHealth's promotional purposes.

VicHealth Consent Forms

44. As a condition for participation in this Challenge, You must obtain:
 - a) privacy and moral rights consents from all individuals appearing in Video Submissions or other Submission provided, or their parents or legal guardians (where applicable);
 - b) a copyright licence from all individuals or legal entities contributing intellectual property to Your Video Submission or Submission.
45. In obtaining such consents or licences, You must use the relevant consent forms appearing on the VicHealth Website and provide the signed consent forms upon receiving notification that Your Application is a Shortlisted Application. VicHealth will require You to return the completed consent forms with your signed Mini-Funding Agreement. The consent form can be found at <http://www.vichealth.vic.gov.au/~media/ProgramsandProjects/SocialInclusion/Attachments/Consent-Form-Innovation-Challenge-Arts.ashx>
46. You acknowledge and accept that VicHealth may reject Your Application (including any Submission) at any stage of this Challenge if you fail to produce any signed consent form in accordance with these Terms and Conditions.

Confidentiality

47. Confidential Information disclosed by VicHealth to You during the Challenge must only be used for the express purpose for which it was disclosed. You agree to keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by VicHealth to You. You must not, without the prior written consent of VicHealth, use or disclose the confidential information, or permit such confidential information to be used or disclosed by any third party, except:
 - a) where it is necessary for the purposes of the Challenge;

- b) where You have obtained the prior written permission from VicHealth;
- c) to Your officer's agents, professional advisers, employees, contractors and insurers, subject to those persons first being bound by confidentiality obligations in relation to that confidential information.

Modification, Cancellation or Suspension of this Challenge

48. VicHealth reserves the right, at any time and in its sole discretion, to:

- a) alter the structure and/or timing of the Challenge;
- b) vary or extend any time or date specified in these Terms and Conditions;
- c) require additional information or clarification from and organisation submitting an Application;
- d) modify, cancel, terminate or suspend this Challenge in whole or in part,

and will not be liable for any costs or expenses incurred by You or any other person as a result of exercising any of its rights in accordance with this clause 48.

49. For the avoidance of doubt, VicHealth may, at its sole discretion, add further stages to the Challenge as it deems reasonably necessary in order to resolve any problems arising as a result of any entrant tampering with the operation of the Challenge, cheating, hacking, deception or any other unfair practice.

50. If VicHealth exercises any of its rights outlined in clauses 48 or 49, VicHealth will provide notification to participants on the Challenge Website.

Disclaimer

51. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.

52. To the maximum extent permitted by law, VicHealth and its officers, employees and agents assume no responsibility for any damage, loss, costs, expenses (including special, indirect or consequential losses, or loss of profits) arising out of, or in connection with, this Challenge including without limitation:

- a) any technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit your ability to participate in the Challenge;
- b) any lost, damaged, defaced, incomplete, illegible or otherwise unreadable Video Submission or other Submission;
- c) any unauthorised access to, or theft, destruction or alteration of, any Video Submission or other Submission at any point in the operation of this Challenge;
- d) any infringement of third party's intellectual property rights, breach of confidentiality or breach of privacy or other action which arises as a result of:
 - i. your submission of a Video Submission or other Submission; or

- ii. VicHealth's use or disclosure of a Video Submission or other Submission in accordance with these Terms and Conditions; or
 - e) any defamatory statement; or
 - f) any unlawful activity by any person; or
 - g) any breach by You of any terms and conditions of Youtube or any other organisation;
 - h) any breach of these Terms and Conditions by You or any misleading warranty provided by You; or
 - i) anything else.
53. By participating in this Challenge, you voluntarily and knowingly release, discharge and relinquish any and all claims, actions and lawsuits of any kind against VicHealth and agree that no claim relating to any loss or injury arising as a result of any of the above shall be made against VicHealth.

Indemnity

54. By participating in this Challenge, you indemnify and hold VicHealth and its officers, employees and agents harmless against any loss, liability, or injury arising out of, or in connection with, this Challenge including without limitation:
- a) any breach of these Terms and Conditions or the terms and conditions on the VicHealth Website;
 - b) any breach by You of any terms and conditions of Youtube or any other organisation;
 - c) any warranty given by You under these Terms and Conditions being incorrect or misleading in any way;
 - d) any breach of confidentiality or breach of privacy by You;
 - e) any infringement of a third party's intellectual property rights;
 - f) any defamatory statement;
 - g) any unlawful activity;
 - h) any breach of these Terms and Conditions; or
 - i) any negligent act or failure to act by you; or
 - j) anything else which causes loss, liability, or injury.

Governing Law

55. These Terms and Conditions are governed by, and are to be construed in accordance with the laws applicable in Victoria and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria. You waive any right to object to any proceedings being brought in those courts.