

VICHEALTH INNOVATION CHALLENGE: SPORT

Terms and Conditions

These Terms and Conditions (**Terms and Conditions**) apply to the 'VicHealth Innovation Challenge: Sport' 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

"Assessment Panel" means a Panel of VicHealth experts, representatives from the sport and physical activity sector and other specialists who will be responsible for interviewing Shortlisted Organisations, and evaluating Shortlisted Applications in accordance with these Terms and Conditions;

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

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

"Challenge Webpage" means the webpage on the VicHealth Website at <https://www.vichealth.vic.gov.au/funding/innovation-challenge-sport>;

"Evaluation Criteria" means the evaluation criteria set out in clause 26;

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

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

"Proposal" means an indicative business plan and indicative costing in respect of the Project to be produced and delivered to VicHealth in accordance with a Funding Agreement by Shortlisted Organisations;

"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.

"Sporting Body" may include but is not limited to:

- a) sporting clubs;
- b) national or state sporting organisations; and
- c) regional sporting assemblies

Note: VicHealth will not enter into a funding agreement with contact sports where the head is a deliberate target within the rules of the activity, such as boxing, taekwondo, kickboxing, mixed martial arts and other equivalent sports.

"Submission" means the Video Pitch, Proposal 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 Pitch" means the video pitch 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 5 September 2016 and all stage 1 entries must be received by VicHealth by 15.00 Eastern Standard Time on the closing date of 21 October 2016.
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 can be accessed at: www.vichealth.vic.gov.au/about/policies-and-procedures/terms-of-use

Eligibility to enter the Challenge

4. The Challenge is aimed at engaging Sporting Bodies to create and deliver sporting and physical activity initiatives in Victoria in accordance with VicHealth's objectives.
5. Organisations that do not satisfy the definition of Sporting Body shall not be entitled to enter the Challenge unless such organisation has entered in to a partnership arrangement with a Sporting Body and that Sporting Body is the contracting party pursuant to the Application and any Funding Agreement.
6. VicHealth will not enter into a funding agreement with contact sports where the head is a deliberate target within the rules of the activity, such as boxing, taekwondo, kickboxing, mixed martial arts and other equivalent sports.
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 persons 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.
8. VicHealth will not fund Sporting Bodies which engage in combat where the head is a deliberate target within the rules of the sport, including but not limited to boxing, taekwondo, kickboxing, and mixed martial arts.

Stages of the Challenge

9. There are three stages of the Challenge:
 - a) **Stage 1** – Entry into the Challenge and provision of a Video Pitch;
 - b) **Stage 2** – provision of a Proposal; and
 - c) **Stage 3** – Assessment Panel interview.

Stage 1 - Entry into the Challenge and provision of Your Video Pitch

10. You may participate in the Challenge between 5 September 2016 and the closing date of 21 October 2016 on 15.00 Eastern Standard Time. Late entries will not be accepted.
11. To participate in the Challenge, You must:
 - a) complete the online registration form accessed on the Challenge Webpage by providing Your business name, key contact name, email address, postal address and telephone number, and answers to the registration form questions; and
 - b) provide Your Video Pitch by providing a direct video link on the online application form accessed via the Challenge Webpage.
12. VicHealth will not accept entries by email, post, facsimile or any other method that does not involve completing the online registration form.
13. 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 Video Pitch or other Submission;
 - c) attending an assessment panel interview;
 - d) executing a Funding Agreement;
 - e) complying with these Terms and Conditions; or
 - f) attending to any other matter in relation to this Challenge.
14. You must submit a maximum of 1 Video Pitch for the Challenge and the Video Pitch must not exceed 90 seconds in duration. Video Pitches not meeting the requirements outlined in these Terms and Conditions will not be shortlisted for Stages 2 and 3 of the Challenge.
15. You may submit a Video Pitch by uploading a YouTube URL on the online application form accessed via the VicHealth Website. The URL must not be password protected and must be selected as 'unlisted'. This will ensure that the Video Pitch 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.
16. All valid Video Pitches will be evaluated by VicHealth starting the week beginning Monday 24 October 2016. A panel of judges will evaluate the Video Pitches against the Evaluation Criteria and will create a shortlist of organisations for participation in Stage 2 of the Challenge.

Stage 2 - Development of Your Proposal

17. If, after submitting Your Video Pitch, 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 in the week commencing 24th October 2016 by email at the email address provided by You in Your online registration form.
18. Stage 2 of the Challenge will involve Shortlisted Organisations developing and submitting a Proposal to VicHealth by 16 November 2016.
19. VicHealth will assist You with developing Your Proposal by hosting an ideation workshop for Shortlisted Organisations in the week beginning 31 October 2016. The ideation workshop will be held at VicHealth's Offices: 15-31 Pelham Street, Carlton 3053.
20. At the conclusion of Stage 2 of the Challenge, all Shortlisted Organisations will be required to participate in Stage 3 of the Challenge.

Stage 3 - Present to an Assessment Panel

21. Stage 3 of the Challenge will involve Shortlisted Organisations attending an Assessment Panel interview on or around the week of 5 December 2016.
22. During the Assessment Panel interview, Shortlisted Organisations will pitch their concept to, and answer questions from, the Assessment Panel. The purpose of the Assessment Panel interview is to enable the Assessment Panel to evaluate Submissions as more fully described in clauses 24 to 25 below.
23. The Assessment Panel interview will be held at VicHealth's Offices: 15-31 Pelham Street, Carlton 3053. Full details of the Assessment Panel interview will be confirmed with You at the time that Your Video Pitch has been shortlisted (or shortly thereafter).

Evaluation of Shortlisted Applications

24. 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.
25. In evaluating the Shortlisted Applications, VicHealth may:
 - a) consider any Submission provided by the Shortlisted Organisation, including the Video Pitch, Business Plan, Assessment Panel interview or any other matter; and
 - b) place any weight on the Evaluation Criteria as it sees fit.

Evaluation Criteria

26. The assessment of Applications in Stages 1, 2 and 3 of this Challenge will be made against the following Evaluation Criteria:

Criteria 1 **Alignment**

The proposal demonstrates how strategy alignment will be promoted through the sport sector, to ensure plans are supported by key partners - for example: NSOs, SSAs, RSAs, clubs and other organisations as appropriate - with an agreed project leader.

We would expect to see...

A consultation plan with key sport partners and identified aligned plans - for example: identifying cross-over between current participation plans.

In addition we would like to see...

Evidence of consultation and collaborative plans - for example: MoU to support partnership approaches.

Even better still...

Co-investment plans between key partners to enhance funding and support achievement of shared outcomes.

Criteria 2 **Innovation**

The proposal demonstrates the application of innovation (new or creative thinking) to take community sport in a new direction. This may mean testing new ideas, methods or partnerships.

We would expect to see...

A clear description of why the application is innovative. As well as an indication of the organisational capability required to undertake the project and subsequent capability gaps that need addressing through funding.

In addition we would like to see...

Evidence the innovation application is responsive to market demands – for example: uses target audience insights and customer-centred strategy.

Even better still...

Clearly articulate how the innovation application will accelerate levels of impact over projected timeframes – for example: results in more inactive/somewhat active Victorians moving more, in an expedited timeframe.

Criteria 3 **Impact**

The proposal demonstrates how inactive and somewhat active Victorians will be targeted and engaged in more sport more often, as well as providing the following projections:

- participant numbers
- number of participation opportunities created

We would expect to see...

A rationale and/or evidence to support projected impact as well as a realistic cost estimation of the key deliverables involved.

In addition we would like to see...

A business model canvas that clearly articulates target markets, key partners, key activities, resources, value propositions, customer relationships, communication channels, cost structures (include lean and dream models) and revenue streams.

Even better still...

A project sustainability and scalability outline to maintain and/or broaden impact post-funding.

27. 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

28. VicHealth will announce the Successful Organisations on the Challenge Webpage on or around 23 January 2017.

Provision of Grant to Successful Organisation of the Challenge

29. If You are a Successful Organisation, VicHealth will provide You with a grant to be used towards implementing the Project in accordance with the Proposal developed during Stage 2 of the Challenge.
30. 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.
31. If you are a Successful Organisation, the provision of the grant to You is subject to You agreeing to entering into a Funding Agreement with VicHealth, the terms and conditions of which will be determined by VicHealth.

VicHealth's decisions are final

32. 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.
33. 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.
34. You also acknowledge and accept that VicHealth will not enter into any correspondence with You unless Your Video Pitch is shortlisted at the end of Stage 1.

Publication of Video Pitch

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

Warranties

36. 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 Pitch;

- b) You have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create Your Video Pitch, Proposal or any other Submission submitted as part of this Challenge; and
- c) Your Video Pitch, Proposal 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 Pitch 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

37. 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; or
 - 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

38. Subject to clauses 39 to 41, You will retain all copyright and any other intellectual property rights in the Submission.
39. 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.
40. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 39 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.
41. 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

42. 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 Pitches.
43. Any personal information collected by VicHealth in administering this Challenge will be managed in accordance with the Information Privacy Principles (IPPs), the *Privacy and Data Protection Act 2014* (Vic), and VicHealth's Privacy Statement, which is available at <http://www.vichealth.vic.gov.au/Privacy>
44. 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

45. As a condition for participation in this Challenge, You must obtain:
 - a) privacy and moral rights consents from all individuals appearing in Video Pitches 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 Pitch or Submission.
46. 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 Funding Agreement. The consent form can be found at [https://www.vichealth.vic.gov.au/~media/FundingOpportunities/InnovationGrants2016/Sport Innovation Challenge 2016-17 Consent form.doc](https://www.vichealth.vic.gov.au/~media/FundingOpportunities/InnovationGrants2016/SportInnovationChallenge2016-17Consentform.doc)
47. You acknowledge and accept that VicHealth may reject Your Application at any stage of this Challenge if you fail to produce any signed consent form in accordance with these Terms and Conditions.

Confidentiality

48. 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

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

Disclaimer

52. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.
53. 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 Pitch or other Submission;
 - c) any unauthorised access to, or theft, destruction or alteration of, any Video Pitch 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 Pitch or other Submission; or
 - ii. VicHealth's use or disclosure of a Video Pitch 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, Vimeo 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.
54. 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

55. 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, Vimeo 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 negligent act or failure to act by you; or
 - i) anything else which causes loss, liability, or injury.

Governing Law

56. 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.