

A U S T R A L I A N I N N O V A T I O N C O M P E T I T I O N 2 0 2 3

Entrants are solely responsible and liable for the content of their Entries and any other information they transmit in relation to the Competition.

This Competition may be promoted through multiple channels including EDMs, Social Media, METS Ignited website and third-party websites.

To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless METS Ignited, its employees and contractors and METS Ignited associated companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the Competition.

Any questions or complaints about the Competition must be directed to the promoter (METS Ignited).

Definitions

Promoter: METS Ignited Australia Ltd (METS Ignited)

Competition Name: Australian Innovation Competition

Entrants: Means individuals or organisations resident or registered in Australia. Individual applicants under 18 years of age require parent or guardian consent.

Excluded Entrants: Directors, employees and contractors to METS Ignited, related entities and their immediate family members.

Entry Period: Entries open 29 June 2023 and close at midnight AEST 31 August 2023. METS Ignited reserves the right to extend the closing date at its discretion.

Entry: Entries may be submitted through the on-line portal at <https://innovationcompetition.com.au/>. Where Entrants can not complete an online submission, Entrants may download the application and submit to enquiries@metsignited.org

Entry Limits: There is no limit to the number of applications an individual or organisation can submit.

Judges: A panel of judges consisting of industry experts will be appointed at the Promoters discretion.

Judging Criteria: Judges will review a shortlist of no less than 15 applications provided by the Promoter, to make a recommendation of the top five (5) applications. Any supporting information provided by the Entrants should be assessed based on the judging criteria rather than the quality of any marketing efforts. Judges shall consider the following criteria while evaluating each innovation:

1. **Industry Need:** Is there a market need? Proven customer? Entries with proof of customer backing i.e. invoices / site trials etc. should be more highly regarded.
2. **Likelihood of commercial success:** Proof of revenue or potential, and market need.
3. **Alignment and relevance to sector:** Does the innovation have the potential for multiple customers rather than just one customer?
4. **Impact and value for money:** Innovations are expected to deliver sector wide impact (i.e. benefits to the wider sector beyond the competition applicant).

Judging Process: Judges will recommend five winners to the Promoter. Winners will be selected based on the domain expertise of the judges, with consideration of the market fit, industry need, level of innovation and potential impact of the solution. A Head Judge will be nominated by the Judges to meet and finalise their recommendations on the top five (5) Entrants. Individual judging notes or scores will not be required for submission, the Judges will make a final recommendation as a collective.

Award Date: Winners will be announced by no later than 31 October 2023, subject to any notification of extension of time to submit entries.

Notification: Winners will be contacted using the contact details included in the successful applicant's submissions.

Prize: There will be 5 prizes of \$30,000.00 each. The number and value of prizes awarded may be varied at the Promoters discretion however the minimum prize pool will be \$150,000.00

Total Prize Value: Not less than \$150,000.00 cash in aggregate

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Terms and Conditions

1. General

- 1.1 The Promoter of the Competition is METS Ignited Australia Ltd ACN 607 894 511.
- 1.2 By entering this Competition, Entrants agree to be bound by these Terms and Conditions including any information provided through the application process.

2. Eligibility

- 2.1 Entry is open to the Entrants, excluding the Excluded Entrants.
- 2.2 This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period ends will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

3. Entry

- 3.1 To enter this Competition, Entrants must complete and submit the Entry through the on-line application form at <https://innovationcompetition.com.au/>. Alternatively, if Entrants are unable to submit via the portal, Entrants may download the application and submit via email to enquiries@metsignited.org, or by post to METS Ignited, Level 8 P Block, QUT Garden Point Campus, 2 George Street, Brisbane 4000.
- 3.2 Entry to this Competition is free.
- 3.3 The Promoter reserves the right to reject an Entry if it reasonably forms the opinion an Entry has been created and/or submitted using automated entry means or a computer entry service.
- 3.4 To be eligible to win a prize in this Competition, an Entry must not:
- (a) infringe the intellectual property or other rights of a third party;
 - (b) be incomplete or illegible; or
 - (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
- 3.5 The Promoter reserves the right to verify the validity of an Entry and to disqualify an Entrant for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.
- 3.6 All Entries become the property of the Promoter.
- 3.7 It is the responsibility of the Entrant to ensure Entry's are submitted

4. Judging

- 4.1 This Competition is a game of skill, and chance plays no part in determining the winner.
- 4.2 All entries will be judged individually on their merits against the Judging Criteria and a short list of no less than 15 entries will be provided to the Judging Panel for their final recommendation.
- 4.3 The Entrants who submit the best Entries as determined by the Promoter will be the Prize winners. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the result.

5. Winners

- 5.1 The Winner will be notified following judging and contacted using the details included in the entry.
- 5.2 If an individual Winner is under 18 years of age, the Prize will be awarded to the parent or legal guardian of the Winner.
- 5.3 If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to another Entrant with the next best Entry as determined by the Promoter.

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6. Prizes

- 6.1 The prize pool consists of cash, valued at not less than the Total Prize Value in aggregate.
- 6.2 The Prize is not transferable. The Prize must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided and no compensation will be payable if the Winner is unable to use the Prize as such.

7. Payment of Prizes

- 7.1 The Prize money must be paid by electronic funds transfer.

8. Disputes

- 8.1 These Terms and Conditions are governed by the laws of New South Wales, Australia. In case of a dispute, the courts of New South Wales, Australia will have non-exclusive jurisdiction.

9. Your information

- 9.1 If an Entrant's contact details change during the Competition, it is the responsibility of the Entrant to notify the Promoter of their updated contact details.
- 9.2 The Promoter is bound by the *Privacy Act 1988* (Cth). Entrants' personal information will be collected by or on behalf of the Promoter to enable it to conduct the Competition, publicise the name of the Winners and where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
- 9.3 Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including Judges, regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
- 9.4 The Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
- 9.5 Entrants can contact the Promoter by email via enquiries@metsignited.org to request access to, or corrections of, the Entrant's personal information held by the Promoter.
- 9.6 The Winner consents to the Promoter's use of the Winner's name, likeness, image, picture, voice, statements, testimonials or quotations included in the application for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner.

10. Risk and liability

- 10.1 To the fullest extent permitted by law, the Winner participates in this Competition, and uses the Prize, at their own risk.
- 10.2 To the fullest extent permitted by law, the Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
- 10.3 If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
- 10.4 To the fullest extent permitted by law, the Promoter, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize).
- 10.5 These Terms and Conditions are governed by the laws of the State of New South Wales.