

# Terms & Conditions

## Innovating for Health Challenge 2012

These Terms and Conditions (the “Terms”) govern your entry into Grow Wellington Limited’s (“us”, “our”, “we”) Innovating for Health Challenge (the “Challenge”). By submitting an entry or idea in any form to the Challenge you agree to these Terms.

### 1. Entries

Entries to the Challenge can be made by any person or entity, or group of people or entities.

If your employer registers with us as a participant in the Challenge (“Participating Organisation”), you can enter as an employee of that Participating Organisation. Otherwise, you can enter as an Individual.

Each entry must:

- Provide the name and contact details of all people or entities making the entry
- If applicable, state that you are entering as an employee of a Participating Organisation and provide the name of that organisation
- Include a description of the idea in no more than 100 words (this does not include the names and contact details of the entrants)
- Relate to an idea that is intended and able to be developed within the Wellington region
- Include all other information required on the entry form
- Be submitted to us on any date from 4 January 2012 until 10 March 2012.

You can make as many different entries as you like.

We can disqualify entries if we think they breach these Terms, are frivolous, contain offensive subject matter or could otherwise damage our reputation.

### 2. Assessment Process

We will appoint judges to review all qualifying entries. Judges may include our employees and employees of Participating Organisations.

We may disqualify your entry if you attempt to approach any of the judges other than when invited.

All decisions of the judging panel will be final (including any interpretation of the Terms) and discussion will not be entered into.

### 3. Prizes

All qualifying entries will receive feedback.

20 or more entries may be selected by our judges to win places on a programme to help entrants create a business case for their idea. The programme is valued at up to \$1,200 per entry and could include information and advice relating to market validation, competitor review, business and revenue model, cash flow, governance, structure, legal and intellectual property. Investment workshops will run alongside the programme.

Business cases developed by entrants as part of the programme will then be assessed by our judging panel, which will include judges able to evaluate the quality and depth of the science/technology behind the business case.

We or our judges may award further support to entrants with business cases that meet required standards. This support may include one or more of the following:

- Seed capital investment of up to \$50,000 on terms to be agreed
- Connection to experts and mentors, including mentorship from business leaders and entrepreneurs
- Support from us, including support to get ideas investment ready
- The opportunity to meet some of Wellington's largest investors and venture capitalists
- consideration for inclusion in the Creative HQ incubation programme;
- Scholarships for our pre-incubation programme, Activate
- International market connections
- Training in essential business skills
- Media exposure

Notwithstanding the above, if you enter the Challenge as an employee of a Participating Organisation, any prize awarded in relation to your entry will be awarded to that Participating Organisation as your employer. Your employer will then determine to what extent you may be involved in any programme or support provided as part of that prize, which may or may not be determined by way of that Organisation's Intellectual Property Policy should it have such a policy.

The support will be awarded at our and our judges' discretion and cannot be substituted or redeemed for cash and are not transferable.

#### **4. Confidentiality**

We recognise the sensitivity of the information you provide and will take every care in handling confidential matters. We will only use confidential or personal information for assessing your entry and responding to you in relation to your entry.

Obligations of confidentiality will not apply in relation to information that:

- Is or becomes publicly known
- Is already known to us at the time of disclosure
- Is independently acquired or developed by us without the benefit of use of your information.

We may retain for our records copies of all information you provide in relation to the Challenge.

#### **5. Publicity**

If you are awarded any of the support outlined above, you consent to us using your name for advertising and publicity purposes without further compensation.

#### **6. Intellectual Property Rights**

If you enter the Challenge as an employee of a Participating Organisation:

- To the extent that you or your employer own any intellectual property rights in the idea included in your entry, those rights will remain the property of you or your employer. Nothing in these Terms grants us any interest in those rights (other than to the extent necessary for making an assessment in accordance with these Terms), and...
- You must ensure you are or your employer is the owner or licensee of all intellectual property rights included in your entry and that the submission and assessment of your entry will not breach any right or interest of any third party.

If you enter the Challenge other than as an employee of a Participating Organisation:

- To the extent that you own any intellectual property rights in the idea included in your entry, those rights will remain your property. Nothing in these Terms grants us any interest in those rights (other than to the extent necessary for making an assessment in accordance with these Terms), and...
- You must ensure you are the owner or licensee of all intellectual property rights included in your entry. You must also ensure that your submission and our assessment of your entry will not breach any right or interest of any third party.

Your entry must clearly state where, and to what extent, the development or use of your idea requires access to any third party's intellectual property.

Any dispute or issue that arises between you and your employer or any other third party as a result of your entry of the Challenge is a matter between you and your employer or that third party and will not involve Grow Wellington in any way.

## **7. Privacy Policy**

Grow Wellington respects your privacy. Our collection and use of personal information is governed by our Privacy Policy, available at our website [www.growwellington.co.nz](http://www.growwellington.co.nz).

## **8. Amending or cancelling the Challenge**

We reserve the right to amend or cancel the Challenge at any time, including by amending the timeline. If we do so, we will notify entrants at our website.