#### **TELSTRA INNOVATION HACKATHON 2023**

## **PARTICIPANT TERMS**

The event (the Hackathon) is conducted by Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our).

Participation in the Hackathon is subject to these terms and to Telstra's privacy statement telstra.com.au/privacy/ (together the **Terms**). By participating in the Hackathon you agree to be bound by the Terms.

#### Your participation in the Hackathon

Your active participation in the Hackathon is vital to helping make the event a success. In participating in the Hackathon, we ask that you:

- play nicely with your fellow team members and other Hackathon attendees (Participants);
- do all that you can to make sure your solution and your pitch is the best it can be; and
- comply with our directions with respect to your health and safety during the Hackathon.

## Use only your own ideas and material

We may provide you with materials and ideas for use for the purposes of the Hackathon (Our Material).

Some of our partners (**Partners**) and volunteer judges (**Judges**) will also be involved in the Hackathon, and may provide material for use during the Hackathon (**Partner Material**).

Besides Our Material and Partner Material, any ideas or materials that you use for the purposes of the Hackathon (**Your Material**) must:

- be something in which you own all intellectual property rights; and
- not be subject to any law or obligation that prohibited their use for the purposes of the Hackathon.

#### Intellectual property

We own or have a licence to use Our Material, and will own anything based on or incorporating Our Material. The Partners will retain ownership of Partner Material.

You will retain ownership of Your Material. However, we may use Your Material for the purposes of conducting and promoting the Hackathon.

Neither you nor us, our Partners or Judges are, because of the Hackathon or participation in it:

- precluded from using any ideas, concepts, expression, know-how, skills and experience possessed by before or developed or learned during the course of the Hackathon;
- obliged to enter into any agreement with any other person; or
- precluded from entering into an agreement or discussion with any other person.

If you are taking part in the Hackathon as a representative of your employer, nothing in these Terms will override your obligations under your agreement with your employer, including in relation to ownership of intellectual property or confidentiality.

#### **Keeping things confidential**

During the Hackathon you may receive information, including Our Material (**Confidential Information**) that is confidential to us, our Partners, other Participants or the Judges (each a **discloser**). You must keep the Confidential Information confidential, and not use or disclose it except for the purposes of the Hackathon or with the consent of the discloser. You must destroy all copies of that Confidential Information within 14 days of a request by a discloser.

## **Privacy**

We may share your contact details with our Partners and the Judges, who may use your contact details to contact you about the Hackathon, or any matter arising out of or in relation to the Hackathon. We may use your name and picture in accounts of the Hackathon or promotion of future Hackathons.

# Liability

You acknowledge that you are participating in the Hackathon voluntarily and at your own risk. To the extent permitted by law, you release us, our Partners and the Judges from any liability for any loss, injury or damage that you may suffer or incur arising from your participation in the Hackathon.

## **Governing law**

These terms are governed by the laws of the State of Victoria, Australia.