

# RMIT ACTIVATOR: PARTICIPANT REGISTRATION

## TERMS AND CONDITIONS

By registering to participate or by participating in the RMIT Activator, you agree to be bound by these Terms and Conditions:

### 1. The RMIT Activator

- 1.1 The RMIT Activator curates tailored experiences for participants around the stage that participants are at in their start-up journey (an “**RMIT Activator Experience**”).
- 1.2 As part of the RMIT Activator Experience, there are five stages that participants may be assessed and initially grouped into (i.e. the “Curiosity”, “Discovery”, “Exploration”, “Pursuit” and the “Evolution” stage).
- 1.3 These stages may offer different activities relevant to that particular stage. Not all activities will be available to all participants at a particular stage. Access to all activities will be at our discretion and we will notify you from time to time of any activities for which you may be eligible.
- 1.4 The activities that may be offered in respect of each stage may include:
  - (a) *Curiosity (keep updated and collaborate)*: access to collaboration and industry events and the Activator online community.
  - (b) *Discovery (create and develop your idea)*: online enterprise skills modules (to be rolled out over a period of 12 months and available to current RMIT students only), face to face sessions (ideation, lean canvas and pitching yourself), resilience presentations.
  - (c) *Exploration (making the leap from idea to start-up)*: full day workshops (ideation, market validation, pitching your idea), Gateway Pro (multiple day intense workshop – invitation only).
  - (d) *Pursuit (growing your start-up from infancy)*: dedicated support manager, master-classes, possibility of residency, coaches and mentors, professional advice, wellbeing tools and access to the Activator Capital Fund.
  - (e) *Evolution (turbo charging your established start-up)*: dedicated support manager, master-classes, possibility of residency, coaches and mentors, professional advice, wellbeing tools and access to the Activator Capital Fund.

Participants at later stages may also access activities from earlier stages in certain circumstances.

- 1.5 We may specify new terms and conditions, exclusions and other pre-conditions or eligibility criteria for particular activities or stages, and we may also change these, from time to time.
- 1.6 We may also change the stages and activities for any reason at any time.
- 1.7 To be eligible to participate in any RMIT Activator Experiences your registration must first be approved by us as set out below.

### 2. Registration

- 2.1 To be eligible to register for the RMIT Activator you must:
  - (a) be a past or present RMIT student or a current RMIT staff member;
  - (b) have submitted all your required details on our website at [www.rmitactivator.edu.au](http://www.rmitactivator.edu.au) (“**Website**”); and
  - (c) have accepted these Terms and Conditions via the Website as part of your registration.
- 2.2 When you participate in an RMIT Activator Experience you may do so in your own right or, if so disclosed in your registration or otherwise agreed with us, as a team with other valid participants or as a representative of a corporation, association or the like which is solely owned or controlled by you on your own or together with other valid participants. You shall be taken to have agreed to these Term and Conditions in your own right and in any such capacity that you are acting, and you warrant that you are authorised to do so.

- 2.3 If we accept your registration, we will confirm our acceptance by email. Please note that in accepting your registration we may allocate you to a different stage from that for which you registered, as we see fit.
- 2.4 We may require you to submit further information or to satisfy additional eligibility criteria or other pre-conditions in order for your registration to be accepted.
- 2.5 We may decline your registration for any reason as we see fit. We may also cancel or change your registration or stage at any time and for any reason. Whether or not you progress to another stage will be determined by us at our absolute discretion.
- 2.6 By participating in the RMIT Activator Experience at any time, you will be deemed to do so on and subject to these Terms and Conditions (as amended or replaced by us from time to time). However, these Terms and Conditions are subject to any other terms and conditions which we may prescribe for particular stages or activities.

### **3. Your conduct and obligations**

- 3.1 It is your responsibility to keep all your details and information provided to us up-to-date, complete and correct at all times.
- 3.2 You represent and warrant that all information and material provided, used or disclosed by you in your registration or in connection with the RMIT Activator, at all times:
  - (a) is true and correct and not misleading in any way;
  - (b) is your own information and material, original ideas and Intellectual Property and will not infringe any person's Intellectual Property, privacy or confidentiality rights;
  - (c) does not contain any defamatory, discriminatory or inappropriate material or content and is free from any virus or harmful code;
  - (d) complies with all applicable laws and regulations and any obligations that you owe to us or any other third party; and
  - (e) complies with all applicable RMIT Group policies, rules, directions, regulations, statutes or procedures made available to or accessible by you, or of which you reasonably ought to be aware from the circumstances ("**RMIT Policies**").
- 3.3 You must at all times in connection with your RMIT Activator Experience:
  - (a) comply with each applicable RMIT Policy;
  - (b) fully co-operate with and not disrupt other participants, the RMIT Group and Our Personnel;
  - (c) not misrepresent the origin of any information, material or Intellectual Property used, disclosed or provided by you, or breach any person's Intellectual Property, privacy or confidentiality rights;
  - (d) not use or provide Intellectual Property unless you fully own it or have otherwise secured all necessary third party rights to use it in accordance with these Terms and Conditions and in the manner contemplated by you and us;
  - (e) ensure that any Intellectual Property, material or information that we provide to you is protected from misuse, damage, destruction, or any form of unauthorised or unlawful use, is not altered or adapted and only reproduced to the extent necessary for the Approved Purposes, and is not made available or distributed to any other person;
  - (f) not provide, upload or distribute any content, information or material or conduct yourself in any way that may be defamatory, discriminatory, inappropriate, or which may interfere with or disrupt the operation of our Website (or any other platform, software or service) or infect them with a virus or other harmful code;
  - (g) immediately notify us if you cease to be eligible for registration or participation in any activities or stages or if you do not (or may not) comply with any of the Terms or Conditions at any time;
  - (h) not cause or contribute to any damage to any person's premises, facilities, services, systems, property, or equipment or to any safety hazards or personal injury; and
  - (i) comply with all applicable laws and not do anything which may cause the RMIT Group, Our Personnel or other participants to violate any applicable laws.

3.4 We may request evidence of your compliance with these Terms and Conditions from time to time. If we do so, you must provide such evidence promptly and within 7 days of our request for you to do so.

#### **4. Privacy**

4.1 We will have access to and collect personal information (including financial information) about you in connection with, and for the purposes of, the Approved Purposes.

4.2 We are committed to the responsible handling and management of personal information. We will only use, disclose or deal with such personal information in accordance with RMIT's Privacy Policies and Procedures (found at: [www.rmit.edu.au/privacy](http://www.rmit.edu.au/privacy)) and these Terms and Conditions.

4.3 You have a right to access certain personal information that we collect and hold about you as set out in RMIT's Privacy Policies and Procedures.

4.4 For further information you may contact the RMIT Privacy Compliance Advisory on (03) 9925 1161 or via email at [privacy@rmit.edu.au](mailto:privacy@rmit.edu.au).

#### **5. Communications**

5.1 You agree that we may contact you regarding, or for the purposes of, the RMIT Activator and these Terms and Conditions ("**Activator Communications**") via email or any other contact details or address that you have provided to us.

5.2 If you wish to opt out of receiving Activator Communications you may do so by cancelling your registration in accordance with clause 9.2 below. To do so, and for the purposes of any other notice or communication pursuant to these Terms and Conditions, please contact us at [support.activator@rmit.edu.au](mailto:support.activator@rmit.edu.au).

5.3 Emails will be deemed to have been delivered upon the earlier of receipt or four hours after sending, unless the sender received an automated response advising that the email was not delivered or received by the intended recipient. If the delivery of an email is on a day which is not a business day or is after 4.00 p.m. (addressee's time) it is deemed to be given on the succeeding business day.

#### **6. Confidential Information**

6.1 Each Party must not:

- (a) use or permit any person to use the other Party's Confidential Information for any purpose other than for the Approved Purposes; or
- (b) disclose or in any way communicate to any other person any of the other Party's Confidential Information except as authorised by that Party.

6.2 You agree that we may disclose your Confidential Information to:

- (a) Our Personnel on a need to know basis solely to assist us in complying with these Terms and Conditions or for carrying out the Approved Purposes; and
- (b) other participants who are part of your team, start-up, corporation, association or the like that is participating in the RMIT Activator Experience.

#### **7. Intellectual Property**

7.1 Each Party retains ownership of its Background Intellectual Property.

7.2 Each Party grants to the other Party a non-exclusive, non-transferable, worldwide, royalty-free licence to use its Background Intellectual Property, only to the extent necessary for the Approved Purposes.

7.3 Each Party, when using another Party's Background Intellectual Property, will comply with any third party licences as advised by that other Party.

7.4 Each Party shall own any New Intellectual Property first created by that Party.

7.5 You grant to us a non-exclusive, non-transferable, worldwide, royalty-free licence to use any of your New Intellectual Property, only to the extent necessary for the Approved Purposes.

7.6 For the avoidance of doubt, the licences granted under clause 7.2 or 7.5, do not entitle a Party to commercially exploit the other Party's Intellectual Property.

- 7.7 If you need to use our Intellectual Property in order to add value to or to commercialise your Intellectual Property, you must first separately negotiate with us a licence to use our Intellectual Property on commercial terms.
- 7.8 Any Intellectual Property arrangements under these Terms and Conditions are at all times subject to the RMIT Statute No.1 (see [Part 10, clause 33 of Statute No.1](#)).
- 7.9 Please note that clauses 7.2, 7.4, 7.5 and 7.6 will not apply to all stages or activities of your RMIT Activator Experience or to any 'Residency' that may follow. As contemplated above, RMIT will require different terms and conditions (including different Intellectual Property arrangements) for different activities or stages (including for stages on and from the "Exploration" stage through to "Residency").
- 7.10 For example, if we or another investor provide a significant contribution through the provision of funding or resources, that contribution may only be available on the condition that we or that other investor are entitled to be remunerated for that contribution (for example by obtaining equity, commercialisation royalties or Intellectual Property in connection with your start-up). In such cases the terms and conditions will be agreed with you before proceeding or committing to proceed and would prevail over these Terms and Conditions to the extent of inconsistency.

## **8. Publicity**

You must not (without our prior written consent) identify the RMIT Activator, any of the RMIT Group or otherwise reference (whether expressly or by implication) "RMIT", "RMIT Activator", our Website or any other trademarks, brands, service marks, business names, trade names, websites, logos, or symbols (whether registered or not) associated with the RMIT Activator or any of the RMIT Group, in any products, promotions, advertising, public statement, press release or like statement.

## **9. Termination and Cancellation**

- 9.1 We reserve the right, at any time and for any reason without notice, liability or explanation, to cancel your registration and terminate these Terms and Conditions.
- 9.2 If you no longer wish to participate in the RMIT Activator, you may cancel your registration by so advising us on [support.activator@rmit.edu.au](mailto:support.activator@rmit.edu.au) at least 10 days in advance.
- 9.3 On cancellation or rejection of your registration, your RMIT Activator Experience and entitlements and these Terms and Conditions will automatically terminate.
- 9.4 On termination of these Terms and Conditions, your registration will automatically be cancelled.
- 9.5 Termination of these Terms and Conditions do not affect any causes of action or rights or remedies that have accrued prior to termination. Clauses 4, 6, 8, 10, 12, 13.1, and our rights under clause 7, survive termination.

## **10. Our Liability**

- 10.1 Whilst we endeavour to provide accurate material as part of the RMIT Activator, we give no warranty or undertaking, and you acknowledge and agree that we have not made any warranties or representations, concerning the accuracy, currency, completeness, fitness for purpose, quality, safety, or suitability of any material, information, goods, facility or service provided to you. Any such conditions, rights and warranties which may be implied shall be excluded from these Terms and Conditions to the fullest extent permitted by law.
- 10.2 You agree that the liability of each of the RMIT Group and Our Personnel in contract, in tort (including negligence), under statute or otherwise for, or in respect of, any loss or damage arising directly or indirectly out of or in any way attributable to or associated with the RMIT Activator or these Terms and Conditions is excluded and released by you, and to extent it cannot be excluded or released it is limited, to the maximum extent permitted by law.
- 10.3 Where liability cannot be further excluded, any liability incurred by us in relation to the RMIT Activator is limited at our option to the resupply of the goods or services or (where applicable) repair or replacement or payment of the cost of having the goods or services resupplied, repaired or replaced, or otherwise to the extent provided for by the Australian Consumer Law.
- 10.4 To the extent permitted by law, we will not be liable for any indirect, incidental, special or consequential loss in any circumstances.

10.5 Any tax, liability, duty, costs or charges incurred by you in connection with the RMIT Activator or these Terms and Conditions are your responsibility.

## **11. Changes to these Terms and Conditions**

11.1 We reserve the right to change these Terms and Conditions at any time and for any reason by giving you at least 5 days' notice in advance of the change via email or our Website. During this period you may cancel your registration pursuant to clause 9.2 above.

11.2 If you do not cancel your registration within this notice period, or if you continue or seek to use or participate in the RMIT Activator after the end of the notice period, you are deemed to have accepted the amended Terms and Conditions.

11.3 Otherwise, these Terms and Conditions can only be varied by the Parties' written agreement.

## **12. Assignment and Novation**

12.1 To the maximum extent permitted by law, we may unilaterally assign, novate, transfer, deal with or otherwise dispose of or create or grant an interest in some or all of our rights and/or obligations under these Terms and Conditions to any other person at any time ("**Prospective Dealing**").

12.2 Without limitation to clause 12.1, we may unilaterally assign some or all of our rights or novate some or all of our rights and obligations under these Terms and Conditions to any other RMIT Group member or any other person who acquires or operates all or a substantial part of the RMIT Activator or our business more generally. We will notify you if we do so.

12.3 You hereby irrevocably:

(a) provide your prior consent and agreement to any such Prospective Dealing referred to in clauses 12.1 or 12.2, and acknowledge and agree that we are not required to obtain any further consent, approval, authorisation or agreement from you regarding any such Prospective Dealing; and

(b) appoint us as your attorney and authorise us to sign on your behalf any agreement, deed or other documentation required to effect any such Prospective Dealing and do anything else we consider appropriate to effect any such Prospective Dealing.

12.4 You must not assign, novate, transfer, deal with or otherwise dispose of or create or grant an interest in some or all of your rights and/or obligations under these Terms and Conditions to any other person at any time without our prior written consent (which may be withheld in our absolute discretion).

## **13. General legal terms**

13.1 You agree to indemnify and hold harmless the RMIT Group and Our Personnel (the "**Indemnified**") from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against any of the Indemnified whether on their own or jointly with you in respect of any loss, death, injury, illness, damages, costs or expenses (whether to person or property) arising from any unlawful or negligent act or omission, or any breach of these Terms and Conditions, by you.

13.2 These Terms and Conditions are governed by and shall be interpreted in accordance with the laws of the State of Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

13.3 Should any part of these Term and Conditions be or become invalid that part (at the option of us) shall be severed from these Term and Conditions without affecting the validity of the remaining provisions.

13.4 Neither Party shall be, or represent itself to be, by virtue of these Term and Conditions an employee, partner or agent of the other Party.

13.5 These Terms and Conditions include all the terms binding between the Parties in connection with the matters contemplated by these Terms and Conditions and replaces all previous representations or proposals between the Parties in respect thereof.

13.6 These Terms and Conditions are in no way limited or altered by any other terms or conditions on our Website except to the extent we expressly provide otherwise.

- 13.7 A provision of or a right created by these Terms and Conditions cannot be waived by us except in writing signed by us. We do not waive a right, power or remedy if we fail to exercise or delay in exercising it.
- 13.8 Our rights, powers and remedies in connection with these Terms and Conditions are in addition to other rights, powers and remedies given by law independently of these Terms and Conditions.

#### 14. Definitions

14.1 In these Terms and Conditions, the following terms have the following meaning:

- (a) **“Approved Purposes”** means:
- (i) *“for the purposes of the RMIT Activator”* in respect of our use of your Confidential Information, personal information or Intellectual Property; and
  - (ii) *“for the purposes of participating in your RMIT Activator Experience in accordance with and subject to these Terms and Conditions”* in respect of your use of our Confidential Information, Intellectual Property or other material, information, service, experience, activity or data.
- (b) **“Background Intellectual Property”** of a Party means all pre-existing or independently developed Intellectual Property owned by or licensed to that Party disclosed or made available to the other Party for the purpose of the RMIT Activator, including any modification, enhancement or improvement to, or any Intellectual Property derived from, other Background Intellectual Property of the first-mentioned Party.
- (c) **“Confidential Information”** in respect of a Party means all information submitted or disclosed by or on behalf of one Party to the other Party at any time in connection with the subject matter of these Terms and Conditions but does not include information which:
- (i) is in or becomes part of the public domain other than as a result of a breach of these Terms and Conditions or any other obligations of confidentiality owed by a Party;
  - (ii) prior to disclosure by a Party was lawfully known to the other Party and in respect of which the other Party is not bound by any other obligations of confidentiality; or
  - (c) is required by law to be disclosed.
- (d) **“Intellectual Property”** means all intellectual and industrial property rights and includes any patent, design, copyright, moral right, trade mark, plant breeders rights, technology, know-how, Confidential Information and all other intellectual property as defined in Article 2 of the convention of 1967 establishing the World Intellectual Property Organisation.
- (e) **“New Intellectual Property”** means any Intellectual Property first created or developed as part of or in the course of participating in, managing or being involved in your RMIT Activator Experience, but excludes any Background Intellectual Property.
- (f) **“Party”** means either you or us, and **“Parties”** means both of you and us.
- (g) **“Our Personnel”** means any person being an agent, adviser, sub-contractor, employee or other representative, contractor or consultant of ours.
- (h) **“RMIT”** means Royal Melbourne Institute of Technology (ABN 49 781 030 034).
- (i) **“RMIT Activator”** means the program contemplated by these Terms and Conditions or our Website.
- (j) **“RMIT Group”** means RMIT and its ‘Related Bodies Corporate’ (as that term is defined in the *Corporations Act 2001* (Cth)) from time to time.
- (k) **“we”, “our” and “us”** means RMIT and our permitted novatees, assignees or successors, and where the context requires includes Our Personnel and the RMIT Group.
- (l) **“you” and “your”** means the person named as the participant in your registration and your permitted novatees, assignees or successors.