



# TELSTRA IMAGINARIUM FOR NON-PROFITS: ENTRY AGREEMENT

## TELSTRA'S DETAILS

**Name** Telstra Foundation Limited (ABN 66 099 895 413) (**Telstra Foundation**)  
**Address for Notices** Level 37, 242 Exhibition Street, Melbourne, Victoria 3000  
**Email address** Imaginarium@team.telstra.com  
**Phone Number** 13 22 00

## RECITALS

- A. The Telstra Foundation is running a program which encourages innovation and networking experiences for participants, known as the "Telstra Imaginarium for Non-Profits" ("**Imaginarium**").
- B. The **Participant** is an individual that has submitted himself or herself for selection to participate in the Imaginarium.
- C. The Participant has agreed to participate in the Imaginarium on the terms and conditions set out in this agreement.

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 The following words have these meanings in this agreement unless the contrary intention appears:

**Author** means each author of all literary works (including computer programs), artistic works, musical works, dramatic works and cinematographic films which are comprised in the Work.

**Confidential Information** means all trade secrets and all financial, marketing and technical information, ideas, concepts, know-how, methods, technology, processes and knowledge which is confidential or of a sensitive nature, but excludes information which is already in the public domain.

**Disclosing Party** means a party that discloses Confidential Information.

**Eligible Entrants** has the meaning given in clause 2.2.

**Entry Period** means the period specified in clause 2.1.

**Confidential Information** means all trade secrets and all financial, marketing and technical information, ideas, concepts, knowhow, methods, technology, processes and knowledge which is confidential or of a sensitive nature, but excludes that which is in the public domain.

**Imaginarium** means the Telstra Foundation-sponsored workshop series, as described in the Recitals.

**Inclusions** means the Inclusions listed in the Schedule.

**Intellectual Property Rights** means all rights in relation to patents, patent applications, discoveries, inventions, registered and unregistered designs, copyright, registered and unregistered trademarks, trade secrets, know-how and Confidential Information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967, including without limitation any right to register those rights, whether existing in Australia or any other country and in all cases for the duration of those rights.

**Moral Rights Consent** means a genuine, written, irrevocable consent signed by each Author permitting Telstra and the Telstra Foundation to use, modify and otherwise deal with the Works and related materials as contemplated in this agreement.

**Non-Profit** means an organisation registered with the Australian Charities and Not-for-profits Commission (ACNC). Non-profit can be used interchangeably with 'charity' or 'non-government organisation'.

**Participant** means an individual that has been selected to participate in the Imaginarium and who accepts the terms of this agreement.

**Recipient** means a party that receives Confidential Information.

**Telstra** means Telstra Corporation Limited (ABN 33 051 775 556) and includes related entities of Telstra.

**Telstra Foundation** means Telstra Foundation Limited (ABN 66 099 895 413).

**Work** means any material (whether written, drawn, electronically stored or otherwise) created by a Participant during the Imaginarium including all drafts, working documents, notes and other preliminary materials related to the Works.

## 2 ELIGIBILITY CRITERIA AND SELECTION

- 2.1 Applications will be open from 9.00am Australian Eastern Standard Time ("**AEST**") Monday 4 April, 2016 until 11.59pm AEST Friday 29 April, 2016 ("**Entry Period**").
- 2.2 Entry is open to anyone currently employed by a Non-Profit organisation (registered with ACNC) that improves the lives of young people in Australia, other than:

- (a) management, employees or contractors of the Telstra Foundation or Telstra or its related entities; or
- (b) other agencies, firms or companies associated with the Imaginarium, and their immediate families,

A person that meets this criteria, is an “**Eligible Entrant**”.

2.3 To be selected for the Imaginarium, Eligible Entrants must:

- 1. be available to attend the workshop series in their selected city (Melbourne, Brisbane or Sydney);
- 2. submit an application through [telstra.com/imagine](http://telstra.com/imagine) during the Entry Period;
- 3. accept the terms and conditions contained in this agreement by clicking “I Accept” in the application form;
- 4. accept the terms of the Telstra’s Privacy Policy [www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html).

2.4 Participants will be selected based on their level of interest in taking part, and their potential to learn and contribute to the objectives of the Imaginarium.

### **3 THE IMAGINARIUM**

- 3.1 Participants will be selected from the pool of Eligible Entrants based on potential to develop through, and contribute to, the Imaginarium.
- 3.2 Participants will be advised that they have been selected to participate in the Imaginarium by email no later than Friday, 13 May 2016.
- 3.3 Unsuccessful applicants will be advised of the outcome of their application by email no later than Friday, 13 May 2016.
- 3.4 Workshops will commence in Melbourne at 8.30am on Monday 23 May 2016, in Sydney at 8.30am on Tuesday 14 June 2016 and in Brisbane at 8.30 am on Monday 11 July 2016.
- 3.5 All Participants are required to attend the workshop series, between the hours of 8.30am and 5.00pm, excluding reasonable breaks.
- 3.6 All eligible Participants must cover the costs of travel and accommodation.

### **4 INTELLECTUAL PROPERTY RIGHTS**

- 4.1 You will own all Intellectual Property Rights in any Works created during the entire Imaginarium.

- 4.2 In respect of the Works, the Participant provides his or her irrevocable consent to any act or omission by Telstra Foundation and Telstra that would otherwise infringe any of his or her moral rights (as defined in the Copyright Act 1968 (Cth)) or any similar rights ("Moral Rights").
- 4.3 By accepting a place in the Imaginarium, the Participant agrees and acknowledges that:
- a) Telstra Foundation, Telstra and Telstra agents, partners or business partners of Telstra may: publish or reproduce comments made by the Participant about or during the Imaginarium; and take photos, video or audio of the Participant during or in relation to the Imaginarium.
  - b) Telstra Foundation and Telstra may use such comments, videos or photos of the Participant or taken by the Participant (the "Materials") for Telstra's future Imaginarium and marketing purposes without further notice, reference or compensation to them;
  - c) Telstra Foundation and Telstra may duplicate, alter, adapt and utilise the Materials as Telstra Foundation and Telstra wishes at anytime, anywhere, and by any means. Telstra Foundation and Telstra may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - d) they acknowledge that, by participating in the Imaginarium, they grant to Telstra Foundation and Telstra on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
  - e) they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their Moral Rights in the Materials;
  - f) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

## **5 CONDITIONS OF THE IMAGINARIUM**

- 5.1 The Participant's participation in the Imaginarium and the Inclusions are not transferable, exchangeable or redeemable for cash.
- 5.2 All other costs associated with participating in the Imaginarium, apart from the Inclusions, will be the sole responsibility of the Participants.
- 5.3 Telstra Foundation and Telstra exclude all warranties in relation to the Participant's participation in the Imaginarium, except those that cannot be excluded by law.
- 5.4 If a Participant chooses not to participate in the Imaginarium or is unable to, they forfeit the right to participate in the Imaginarium. Telstra Foundation is not obliged to substitute this right of participation for any other prize or compensation.
- 5.5 Telstra Foundation accepts no responsibility for any entries not received for any reason during the Entry Period. Entries will be deemed to be accepted at the time of receipt by Telstra Foundation. No responsibility will be taken for lost, late or misdirected entries. Telstra Foundation and Telstra are not responsible for technical difficulties with the entry mechanism and do not warrant that the entry mechanism will be available at all times.

- 5.6 If, for any reason, the Imaginarium is not capable of running as planned, including due to any cause beyond the control of Telstra Foundation, Telstra Foundation reserves the right in its sole discretion to take any action that may be available.
- 5.7 Telstra Foundation reserves the right to terminate a Participant's participation in the Imaginarium in the event of non-compliance with this agreement.
- 5.8 By entering this competition or participating in the Imaginarium, the Participant understands and agrees that Telstra Foundation or Telstra may use and disclose the information provided by the Participant on the terms and for the purposes (including marketing) of conducting this Imaginarium and for other purposes of collection as set out in Telstra's Privacy Statement available at [www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html) or by calling 1800 039 059, as if they were a customer of Telstra. Telstra Foundation or Telstra may disclose Participants' personal information to its contractors and agents to assist in conducting this Imaginarium or communicating with the Participants. The Participant agrees that Telstra Foundation or Telstra can continue to contact them even after this Imaginarium ends. If the Participant would like to access or correct the personal information that Telstra Foundation or Telstra holds about the Participant, or if the Participant does not wish the information to be disclosed, the Participant should advise Telstra by phoning 1800 039 059.
- 5.9 To the extent permitted by law, Telstra Foundation and/or Telstra will not be liable for any loss, damage or (including but not limited to direct, indirect or consequential loss) or personal injury suffered or sustained in connection with this Imaginarium.
- 5.10 Telstra Foundation and/or Telstra accepts no responsibility for any tax liabilities that may arise due to a Participant participating in the Imaginarium.

## **6 CONFIDENTIAL INFORMATION**

- 6.1 No Confidential Information may be disclosed by the Recipient except:
- a) to employees, legal advisers, auditors and other consultants of the Recipient for the purposes of this agreement or the Imaginarium, on a need-to-know basis; or
  - b) with the consent of the Disclosing Party; or
  - c) Telstra Foundation or Telstra is required to do so by law or a stock exchange; or
  - d) if Telstra Foundation or Telstra is required to do so in connection with legal proceedings relating to this agreement.

## **7 NOTICES**

- 7.1 A notice, approval, consent or other communication in connection with this agreement:
- a) must be in writing;
  - b) must be marked for the attention of the person named below; and
  - c) must be sent by email to:

- if addressed to the Participant, the email address supplied by the Participant in their entry web form;
- if addressed to Telstra or the Telstra Foundation, the email address: Imaginarium@team.telstra.com

## **8 GENERAL**

### **No employment relationship**

- 8.1 The Participant acknowledges that his or her participation in the Imaginarium does not constitute an employment or other legal relationship, or the offer of such a relationship, between the Participant and Telstra Foundation or Telstra. The Participant agrees that he or she is not entitled to any form of payment or benefit from Telstra Foundation or Telstra for participating in the Imaginarium, other than the Inclusions.
- 8.2 The Participant agrees that other than the Inclusions, he or she is not entitled to any form of payment or benefit from Telstra Foundation or Telstra for his or her participation in the Imaginarium.

### **Severability**

- 8.3 To the extent that these terms are unenforceable or do not comply with the law, that term is to be read down, or excluded to the extent required to comply with the law.

### **Governing Law**

- 8.4 This agreement is governed by the laws of Victoria.

## **SCHEDULE 1 – INCLUSIONS**

### **1 IMAGINARIUM**

#### **Meals provided**

- 1.1 All Participants will be provided with lunch, snacks and refreshments during the Imaginarium. Breakfast, dinners and other meals will be at the Participant's expense.