

India Innovators Program

Financial Agreement Terms and Conditions

1. Background

1.1. The “India Innovators Program” is conducted by the State of Queensland acting through Study Queensland, a business unit of Trade and Investment Queensland ABN 93 887 376 875 (“the State”). The State is looking for highly qualified, progressive Indian innovators to apply for the India Innovators Program (“Entrant”).

1.2. Information on how to enter and the financial contribution to be provided by the State as set out in detail in Schedule A (“Contribution”) forms part of these Financial Agreement Terms and Conditions (“Terms and Conditions”).

1.3. By submitting a completed India Innovators Program Application Form (“Application Form”), and/or by accepting an offer from the State to participate in the India Innovators Program the Entrant or “Successful Entrant” is deemed to have accepted and agrees to be bound by these Terms and Conditions and the entire agreement between the State and the Entrant as set out in clause 1.5.

1.4. Applications for the India Innovators Program close at 11pm (AEST) on Tuesday 14 January 2020 (“Closing Date”). Entrants will need to determine the close dates and times based on the time zone in their location.

1.5. The entire agreement between the State and Entrant in respect of the India Innovators Program consists of:

- (a) these Terms and Conditions (including any Contribution);
- (b) the TIQ – Film/Photo/Promotional Consent Form for the India Innovators Program (“Talent Release Form”);
- (c) the India Innovators Program Registration and Application Form, a copy of which is attached to these Terms and Conditions at Annexure A; and
- (d) the Guidelines for the completion of the Program Registration and Application Form (“Guidelines”), a copy of which is attached to these Terms and Conditions at Annexure B.

In case of any inconsistency between the documents the priority applies in the order of documents listed above.

1.6. Nothing in these Terms and Conditions, the Talent Release Form, the Application Form or the Guidelines gives rise to any relationship of agency, partnership or employment or otherwise between an Entrant or Successful Entrant and the State (including Trade and Investment Queensland).

2. The Contribution

2.1. Subject to the Entrant complying with the eligibility criteria set out in clause 4 below, entry into the India Innovators Program gives the Entrant the chance to be selected by the State to be invited to come to Queensland from Monday 23 March to Sunday 29 March 2020 for the purpose of linking with Queensland's leading entrepreneurs, international students and education institutions, and documenting the journey via various social media platforms in accordance with these Terms and Conditions.

2.2. In consideration for the Successful Entrant agreeing to participate in the India Innovators Program, the State will provide to the Successful Entrant the Contribution in the form set out in Schedule A, subject to these Terms and Conditions. The delivery of the Contribution may, at the election of the State in its absolute discretion, be by way of direct payment to third parties by the State or reimbursement on delivery of valid tax invoices or other evidence accepted by the State. For the avoidance of doubt, in no case shall the State make a direct payment to the Successful Entrant. The delivery of the Contribution will in all instances be made in Australian dollars.

3. Contribution Conditions

3.1. Contribution is provided by the State to a Successful Entrant subject to the following conditions:

(a) All land arrangements (including accommodation, transport, transfers and leisure) and flight bookings are subject to availability by third party suppliers. The State reserves the right to revise any element of the Contribution.

(b) The Successful Entrant must arrive in Queensland by the agreed Program Commencement Date and depart Australia by no later than the Program Completion Date as specified in Schedule A.

(c) The Successful Entrant must meet all Australian immigration requirements arising in connection with the India Innovators Program, the Successful Entrant's travel to Australia, and the full duration of the Successful Entrant's stay in Australia. The Successful Entrant will need to determine their own eligibility to meet and comply with the Australian immigration requirements. Any visa and travel insurance costs are to be covered by the Successful Entrant.

(d) The Contribution excludes extra accommodation (outside of any agreed accommodation costs specified in the contribution), visa costs, travel insurance, overseas health cover, public liability insurance, excess baggage, meals, taxes, ancillary costs, tours, ground transportation, airport transfers in home country, room service, spending money, or any other costs of a personal nature, or as otherwise specified as Excluded Costs in Schedule A.

(e) The State will arrange all flight bookings. Any additional fees, charges or costs incurred or payable once the flight tickets have been issued to the Successful Entrant, including charges or costs arising as a result of any

missed flights or missed connections by the Entrant, will be borne solely by the Successful Entrant.

(f) Airline tickets have no cash value; unused portions cannot be redeemed for cash value. No Frequent Flyer points are awarded on these tickets.

(g) Without limiting the foregoing, if a Successful Entrant misses a flight or connection, the Successful Entrant shall be responsible for, at their own cost and expense, arranging for a new ticket to their intended destination.

(h) Contributions are not transferable or exchangeable and cannot be taken as cash.

(i) The Contribution is to be used by the Successful Entrant solely for the purposes of participating in the India Innovators Program. If any of the Contribution has been spent, transferred, exchanged or redeemed by the Successful Entrant other than in accordance with these Terms and Conditions or any amount of the Contribution is additional to the India Innovators requirements, the Entrant must repay such amount to the State on demand.

(j) The State does not make any representations about the quality or functionality of any element of the Contribution, nor does it endorse any party associated with the Contribution.

4. Eligibility

4.1. Entry to the program is open to persons aged twenty-one years old to forty years old.

4.2. Each Entrant must be a citizen and permanent resident of India ("Participating Country").

4.3 Each Entrant must possess a current and valid passport of India, be able to meet Australian immigration requirements and be available to visit Australia during the period applicable (Program Completion Date as specified in Schedule A) if chosen as a Successful Entrant.

4.4 An Entrant must not and warrants and represents that they have not been convicted of any criminal offence in any country and have not had a visa rejected and have not been deported from Australia or any other country.

4.5 Each Entrant authorises the State to conduct any civil, criminal, financial and other background or reference checks considered necessary or desirable by the State.

4.6 Directors, management, employees and contractors of Trade and Investment Queensland and those of any agencies and suppliers associated with the India Innovators Program are ineligible to enter.

4.7 Each Entrant is responsible for complying with applicable laws and regulations in its Participating Country, including but not limited to, obtaining consents from parents/guardians to participate in the India Innovators Program.

5. How to enter

5.1 To enter and be eligible to be a Successful Entrant, the Entrant must, before the Closing Date:

(a) Complete “the India Innovators Program” official and application form stating his/her full name as set out in his/her passport; and

5.2 By submitting an Entry each Entrant agrees to comply with these terms and conditions.

5.3 The application form must contain the Entrant’s contact details which must remain correct and kept up to date through TIQ’s nominated email address.

5.4 Each Entrant may only submit one Entry and additional Entries at the State’s sole discretion are subject to rejection and/or disqualification of the Entrant.

5.5 The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

5.6 The State accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entry, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The State has no control over communications networks or lines and is not liable for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The State is not liable for any consequences of user error including (without limitation) costs incurred. An Entrant who enters using duplicate photos, multiple email addresses, aliases or accounts may be disqualified.

6. Judging

6.1 For the purposes of selecting a short list of Entries and for selecting Successful Entrants, Entrants’ profiles and application forms will be judged by the State’s nominated representatives (“Judges”), based on the Entrants who, in the Judges’ sole discretion, demonstrate how they meet the key requirements of the role of an ‘Indian innovator and their current success as an ‘Indian innovator’.

6.2 The Entrants may be contacted for an interview by email. An email will be deemed to be received by Entrants immediately after the email was sent (“Deemed Receipt”). It is the responsibility of each Entrant to ensure that they check their emails regularly and advise the State of any changes to their email address. If an Entrant does not respond within 72 hours of Deemed Receipt then the State reserves its rights to offer an interview to another Entrant or to not offer participation to another Entrant at all. Interviews will be conducted in English only via Skype or other web conferencing or video interviewing software. It is the responsibility of each Entrant to ensure they are available during these periods and has appropriate facilities (e.g. computer, Skype program installed, camera, appropriate internet connection) in order to attend the interview. Any Entrant contacted for an interview must keep such contact and any discussions in strict confidence and not make any publication or statement regarding such contact, discussions, interview or the selection process without the express written consent of the State. Any breach of such confidentiality may result in an Entrant not becoming a Successful Entrant.

6.3 The Judges' decision on the Entrant is in the Judges' sole discretion and is final. No further correspondence will be entered into. The number of Successful Entrants is at the discretion of the State.

6.4 The State may notify Entrants if their Entry is invalid or rejected because it does not comply with these Terms, but it is under no obligation to do so.

6.5 The names of the Successful Entrants will be published on the Study Queensland website (www.studyqueensland.qld.gov.au) and Trade and Investment Queensland website (www.tiq.qld.gov.au) shortly after Successful Entrants are informed by email. It is the responsibility of each Entrant to ensure that they check their emails regularly and advise the State of any changes to their email address. If an Entrant does not notify the State (via Study Queensland, Trade and Investment Queensland) within one week following then the State reserves its rights to offer participation to another Entrant or to not offer participation to another Entrant at all.

7. Obligations of Successful Entrants

7.1 The Successful Entrant must apply for, pay and be granted a valid Australian visa in accordance with clause 3.1(c).

7.2 The Successful Entrant must be of good moral character and:

(a) not be under the influence of any medication, drugs or other substances which may impair their ability to undertake the program and related activities;

(b) comply with these Terms and Conditions; and

(c) not publish any material which is disparaging of the State or of any sponsor of this India Innovators Program.

7.3 Any inappropriate, illegal or other behaviour of the Successful Entrant which in the State's opinion is immoral or illegal or tarnishes the reputation of any of the State or the key stakeholders of the India Innovators Program or in breach of these Terms and Conditions on the part of a Successful Entrant may result in the cancellation of the Successful Entrant's participation. The Successful Entrant acknowledge and agree that the termination, cancellation or expiry of the India Innovators Program (either generally, or in respect of the Successful Entrant) may result in the Successful Entrant's visa being cancelled and they will be required to return to their home country. The Successful Entrant acknowledges and agrees that the State is not responsible for any associated costs and is not liable to pay to the Successful Entrant any value of the Contribution not used.

7.4 The Successful Entrant must upload content including reports, diaries, video diaries, photos, social media posts and other online communications relating to the Successful Entrant's experiences studying in Queensland ("the India Innovators Content") to various Social Media platforms (including without limitation Twitter, Instagram, YouTube and Facebook), websites, blogs and other similar channels, in such form and frequency as may be directed by the State from time to time. The Successful Entrant must make themselves available to be photographed or filmed from time to time (at the State's sole discretion) or as advised by the State and/or to submit OI Content produced by the State, including regular video diaries. The Successful Entrant acknowledges that the India Innovators Content must be edited by the Successful Entrant at the direction of the State (in its sole discretion). Without limiting the foregoing, The India Innovators Content must not contain any content that, in the opinion of the State:

- (a) is unlawful or fraudulent or in breach of any intellectual property, privacy or other right or is defamatory and represents or contains disparaging remarks about other people or companies or contains any personal identification for anyone who has not given written authority for disclosure on the Social Medias;
- (b) is obscene, pornographic, profane, insulting, sexually inappropriate, violent, abusive, harassing, threatening, extortionate, contrary to moral decency, objectionable or derogatory of any ethnic, racial, gender, religious, professional or age group or includes nudity, profanity or obscenity or is otherwise unsuitable for publication;
- (c) promotes illegal drugs, tobacco, firearms, gambling or weapons or the use of any of these or promotes any activity which may appear unsafe or dangerous;
- (d) promotes the irresponsible use of alcohol;
- (e) promotes any particular political agenda or message; or
- (f) contains any company or product branding other than as authorised by the State, and the Successful Entrant must remove any India Innovators Content that breaches the above conditions immediately upon request from the State.

7.5 Social media may be in English or his/her native language as determined by Study Queensland. The posts should concern a range of topics that reflect a balanced view of studying in Queensland.

7.6 In all India Innovators Content and any other content or communications arising out of the India Innovators Program, the Successful Entrant must acknowledge the India Innovators Program, as well as the support provided by the State, Study Queensland, Trade and Investment Queensland, Advance Queensland and the Queensland Government.

7.7 The Successful Entrant acknowledges and must ensure that all India Innovators Content posted on any social media platform, including Twitter, Instagram and Facebook, must be in accordance with the Twitter, Instagram and Facebook terms of use.

7.8 The Successful Entrant warrants that it is not employed or engaged by a third party to produce content for third parties, including but not limited to stories commissioned by third parties or content similar or analogous to The India Innovators Content (except as notified by the Successful Entrant to the State in writing in the Application Form). The Successful Entrant must immediately notify the State if at any time during the India Innovators Program the Successful Entrant becomes employed or engaged by a third party to produce any content, including which could be reasonably viewed to impact or affect The India Innovators Content or the India Innovators Program, or if the nature of any such engagement changes.

7.9 The State may terminate these Terms and Conditions (and terminate the Successful Entrant's participation in the India Innovators Program) immediately by notice where it reasonably believes the Successful Entrant:

- (a) has breached these Terms and Conditions, if the State reasonably considers such breach is not capable of remedy;

(b) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration; or

(c) otherwise brings the India Innovators Program, the State, Trade and Investment Queensland, Advance Queensland or the Queensland Government into disrepute (in the opinion of the State, acting reasonably).

7.10 In addition to clause 7.9, the State may immediately terminate these Terms and Conditions (and terminate the Successful Entrant's participation in the India Innovators program) by notice, if the Successful Entrant has failed to remedy a breach of these Terms and Conditions within 20 business days of service of a notice on the Successful Entrant detailing the breach.

7.11 In the event of termination under clauses 7.9 or 7.10, the State will be liable only to pay any part of the Contribution due and owing for activities satisfactorily performed in the course of the India Innovators Program to the Successful Entrant at the date of the notice.

8. Entrant's consents and warranties

8.1 By submitting the Entry, each Entrant warrants to the State that the Entrant is the sole owner of all intellectual property rights (including copyright) in any photo, video, social media, voice, image and any information contained in the Entry or subsequently provided by the Entrant (in any medium) including the Entrant's name, signature and other personal or identifying details or information ("Entrant Information") and each Entrant grants the State a royalty-free, world-wide, non-exclusive, transferrable, irrevocable, perpetual licence (including the right to sub-licence) to use and otherwise exercise all such intellectual property rights (including to reproduce and publish) for any purpose connected with the India Innovators Program or similar competitions and promotions or for such other future promotional activities as the State deems fit. Each Entrant consents to any act that might otherwise constitute an infringement of the Entrant's 'moral rights' under the *Copyright Act 1968 (Cth)*.

8.2 Each Entrant consents to the State using the Entrant's image, photo, video, name, signature, voice, image and any other Entrant Information for any purpose connected with the India Innovators Program or similar competitions and promotions or for such other future promotional materials as the State deems fit.

8.3 The India Innovators consent to being filmed and photographed as set out in these Terms and Conditions and the Talent Release Form.

8.4 Each Entrant acknowledges and agrees that the State may in its sole discretion provide any material or information (including Entrant Information) created or concerning the Entrant to the State's appointed social media agency, or other agencies for its use in the abovementioned promotional purposes. Each Entrant accepts that media or the sponsors of the India Innovators Program may contact the Entrant to discuss the Entry and each Entrant agrees to participate fully with the media or the sponsors of The India Innovators program as requested by the State. Each Entrant acknowledges and agrees that the State and/or its appointed social media agency may use, or not use, any photo, video or any information (including Entrant Information) in the Entry, and in the case of the India Innovators, any information, images and/or videos contained in a Social Media, at its sole discretion.

8.5 Each Entrant, and where applicable the Successful Entrant, acknowledge and agree that:

(a) their personal information (including Entrant Information) will be collected by the State for the purpose of coordinating/ administering the India Innovators Program and for notifying Entrants of upcoming events, initiatives and programs administered by the State in accordance with its Privacy Policy;

(b) the Entrant consents to the State publishing their name and other personal details (including Entrant Information) in connection with the India Innovators Program in current or future promotional materials and using this information as authorised under these terms and conditions;

(c) by submitting any photo, video and the India Innovators Content, each Entrant warrants that all recognisable persons in the video consent to the State or its agents publishing their images for use in the India Innovator Program and for current or future promotional purposes; and

(d) each Entrant warrants that any photo, video and the India Innovators Content is original, has not been submitted for any other competition and is not based on the work of any other person.

8.6 Each Entrant warrants and represents that it has disclosed to the State any physical or mental impediment that they believe may prevent them from performing any activities required or expected of the Entrant as part of these terms and conditions, the India Innovator Program or any ancillary activities.

8.7 The Entrant must not use the State, the Queensland Government, Trade and Investment Queensland, Advance Queensland or Study Queensland's logos in any information or content in connection with the India Innovators Program without the prior written consent of the State (which may be withheld in its absolute discretion).

8.8 The Entrant acknowledges and agrees that it has read and understood the terms and conditions of the Application Form, the Guidelines and the Talent Release Form and agrees to be bound by all provisions of the Application Form, the Guidelines and the Talent Release Form, and has had the opportunity to obtain independent professional advice in respect of same.

9. General

9.1 Compliance with any lawful requirements is the responsibility of the Entrant. Travel is subject to the General Conditions of Carriage of the applicable airline.

9.2 The Entrant acknowledges and agrees that the State is not responsible for any refusal or cancellation of a visa and that if the Entrant breach a term of their visa and are required to return to their home country that the State is not responsible for any associated costs and is not liable to pay to the Entrant any value of any Contribution not used.

9.3 If the India Innovators Program is compromised in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the State, the State reserves the right in its sole discretion to modify, suspend, terminate or cancel the India Innovator Program. Any resulting costs are the responsibility of the Successful Entrant.

9.4 To the full extent permitted by law, the State is not liable for (and each Entrant hereby releases and holds the State harmless in respect of) any injury, damages, expenses, costs, liabilities or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property by reason of any act or omission, deliberate or negligent, by the State, or its officers and agents in connection with participation in the India Innovators Program or the arrangements for supply, or the supply, of any Contribution to any Successful Entrant.

9.5 The State reserves the right to amend the Terms and Conditions at any time until the Closing Date. Any amendments will be notified on the Study Queensland website.

9.6 To the full extent permitted by law, no person is entitled to claim compensation or loss from the State for any matter arising out of the India Innovators program, including but not limited to a failure by the State to comply with the Terms and Conditions.

9.7 The State's decision in relation to any aspect of the India Innovators Program is final and binding on every person who enters.

9.8 The State reserves the right to accept or reject any Entry at its sole discretion.

9.9 The Terms and Conditions are governed by the laws of Queensland.

9.10 These Terms and Conditions have been prepared in English and any translation into the language of a Participating Country is prepared for reference only. In the event of any inconsistency, the English language version shall apply and be binding on the parties.

9.11 Each Entrant acknowledges and agrees that all media interviews in relation to the India Innovators Program require the prior approval of the State and the State reserves the right to edit any media interviews at its sole discretion.

Schedule A – Successful entrant details and contribution

Successful entrant details	Name: Date of birth: Participating country: Address: Contact phone: Contact email:
Program start date	23 March 2020
Program completion date	29 March 2020
Contribution	Return economy airfare to Brisbane International Airport from an International Airport in the Participating Country up to the value of AUD\$XXXX depending on the origin and destination of the Successful Entrant.
	Recognition as an ambassador for the State of Queensland.
	All reasonable costs associated with attending promotional events organised by the State up to the value of AUD\$XXXX per Successful Entrant.
Excluded costs	Please refer to clause 3.1(d)

Executed as an agreement on date:

Signed by:

Sign here:

in the presence of:

Name of witness:

Sign here:

Office only

Signed for and on behalf of the State of Queensland acting through Trade and Investment Queensland in the presence of:

Signature of witness

Signature

Name of witness:

Name of authorised office:

Date:

Date: