

## **FIELDAYS INNOVATION AWARDS TERMS AND CONDITIONS**

### **1. ELIGIBILITY CRITERIA**

- 1.1 The Fieldays Innovation Awards (**Awards**) are open to individuals, organisations or groups. Individual entrants must be either New Zealand citizens or permanent residents to qualify for entry, and organisations must be New Zealand registered and have a place of business in New Zealand to qualify for entry, unless NZ National Fieldays Society Incorporated (**Fieldays**) exercises its discretion to issue an exception to enable an overseas entrant.
- 1.2 Notwithstanding the above, the Young Inventor of the Year Award is only open to individuals under 25 years of age. All entrants under the age of 25 will be considered for this award.

### **2. TIMELINES**

- 2.1 Entries must be received in full online through the online entry form on the Fieldays website by the deadlines stipulated on the form. Fieldays is not responsible for inaccuracies in the details which are submitted by the entrants.
- 2.2 Late entries may not be accepted. Fieldays is not responsible for entries which are lost, damaged, corrupt, inaccessible or late due to computer, network or telecommunications failure.
- 2.3 Award finalists will be contacted and invoiced when the application is accepted. Final confirmation will be sent up on receiving payment. Winners of the Grassroots and Launch NZ Awards will be presented at the Innovation Awards breakfast on the Thursday of Fieldays at a venue nominated by Fieldays organisers. The International Innovation Award will be announced at the awards evening on Thursday of Fieldays at a venue nominated by Fieldays organisers.
- 2.4 Fieldays reserves the right to change or otherwise extend the timeline outlined in this clause without notice, including the dates of entry, the announcement of finalists and the Awards evening.

### **3. ENTRY CONDITIONS**

- 3.1 By entering, entrants accept these Terms and Conditions and agree to be bound by them, and to comply with the reasonable instructions of Fieldays.
- 3.2 Entries must have a strong agribusiness element, and the application must be accompanied by photographs of the innovation that is being entered (**Innovation**) sufficient to meet Fieldays minimum requirements.
- 3.3 Fieldays is under no obligation to accept any entry. If Fieldays has concerns regarding the innovation status of all or part of an Innovation it reserves the right to refuse entry on this basis alone, without having to provide proof of this concern to the entrants.
- 3.4 Entrants must pay an entry fee as specified by Fieldays if their entry is accepted for consideration for the Awards.

- 3.5 An entry to the Awards may be in respect of one or more of the following categories:
- Prototype
  - Launch NZ
  - International
- 3.6 Fieldays must be satisfied that an entry is in the correct category before judging begins. Fieldays have the right to move entries into other categories if they believe they have been entered in the incorrect category.
- 3.7 The entrant agrees to take full responsibility for the content of the entry and they further agree to complete hazard identification in accordance with Fieldays requirements.
- 3.8 Entries that do not comply with these terms and conditions may be disqualified. Any entries that are illegible or incomplete, or contain offensive, fraudulent or unlawful content may be disqualified. Entries must not invade the publicity rights or privacy or any person, living or deceased, or otherwise infringe upon any individual's personal or proprietary rights.
- 3.9 Fieldays reserves the right to exclude entrants, or withhold or request return of prizes, for violation of any of these terms and conditions, or if Entrants are behaving in a manner deemed unprofessional by Fieldays. If any amount is unduly paid to a winner or if recovery is justified under these terms and conditions, the winner undertakes to repay Fieldays the sum in question on whatever terms and by whatever date it may specify.
- 3.10 Fieldays reserves the right to cancel the Awards or individual award categories within the Awards at any time for any reason.
- 3.11 Fieldays decisions are final in all matters relating to this competition and no correspondence will be entered into.
- 3.12 All entrants will be considered for the Sponsor Awards – Vodafone ICT Award, The Locus Research Innovation Award, The Crowe Horwath Agri Innovation Award, The Tompkins Wake IP and Commercialisation Award and The Origin Intellectual Property Award. The winner will be decided by the sponsor in liaison with Fieldays and the decision will be final.

#### **4. JUDGING**

- 4.1 Judging will be held on Wednesday 13 June 2018 provided that we have no more than 30 entrants per category. If we have over 30 entrants then judging may be based on your application

#### **5. SITE**

- 5.1 Entrants agree to set up the innovation at the site allocated to them by Fieldays for the innovation within a timeframe prescribed by Fieldays, and agree to dismantle the innovation, remove any rubbish and debris, and restore the site to its original condition (fair wear and tear accepted) within the timeframe prescribed by Fieldays.

- 5.2 Entrants agree that only the innovation may be displayed at their site, and no other innovations may be displayed. If it is impractical for the innovation to be displayed, the entrant must notify Fieldays as soon as possible, and instead use other means of displaying the innovation, such as photos, models and prototypes, in a manner approved by Fieldays.
- 5.3 The innovation and site display must not exceed the site area allocated by Fieldays, and must not protrude above 2.3m high. If additional space above 9m<sup>2</sup> is required, and is allocated by Fieldays, additional fees may apply. Any power required above the provided amount will be charged to the entrant. Entrants agree to pay such additional fees if applicable.
- 5.4 Fieldays reserves the right to reallocate space and sites provided to the entrants at any time for any reason.
- 5.5 Fieldays may impose other location and display requirements on entrants within the overall context of the Awards.
- 5.6 Prototype entrants are not permitted to sell any products from their site, and must not conduct any promotional activities other than as approved by Fieldays.
- 5.7 Entrants must notify Fieldays if any noise, fumes or other hazardous emissions of any nature may be omitted from their innovation, and at all times make all efforts to minimise the impact of these.
- 5.8 Entrants must not use any loudspeakers or amplifiers on their site, any of the other or surrounding sites, or anywhere on Fieldays premises.
- 5.9 Entrants agree to abide by all health and safety rules, laws and obligations in relation to the set up and dismantling of their site, and in relation to the Awards for the duration of the Awards.
- 5.10 If an entrant is disqualified for any reason, the entrant must immediately organise for their site to be dismantled, any rubbish and debris removed, and the site restored to the condition in which it was before the entrant displayed their innovation (fair wear and tear accepted), must return any property of Fieldays, and must leave the site and Fieldays premises.

## **6. PRIVACY**

- 6.1 By entering, all entrants, finalists and winners agree to allow, and consent to, Fieldays' use of, and right to reproduce, publish and if applicable, edit, their names, photographs, images, all personal and other information (including general locations) and any videos and other audio-visual, material and documents in any electronic medium, or written material and documents submitted by the entrants, finalists and winners and in relation to the Awards, for purposes of Fieldays publicity, promotional and news purposes (including use in printed publications, editorial and PR activities, on internal and external websites, and any electronic medium whatsoever) related to the Awards. Any use by Fieldays shall be entirely within Fieldays discretion and Fieldays shall be under no obligation to use this material, documents or information.

## **7. INTELLECTUAL PROPERTY**

- 7.1 Entrants must own the intellectual property rights, including the copyright in, or have permission to use and exhibit, the innovation and any materials submitted for the Awards. Fieldays will not be responsible for breach of any copyright or other third party intellectual property and proprietary rights by the entrants and/or the consequences of same.
- 7.2 By entering, each entrant hereby warrants that they own or have permission to use and exhibit the intellectual property rights in the innovation, and exhibit the innovation and any materials submitted for the Awards and in accordance with the requirements of the Awards, and that the entry does not or will not infringe any third party's intellectual property and proprietary rights or rights or rights of publicity or privacy.
- 7.3 Other than as conferred by these Terms and Conditions, Fieldays will not acquire any ownership in the innovation or the intellectual property of the innovation or any materials submitted, and all such rights, title and interest will remain the property of the entrant.
- 7.4 All intellectual property owned by Fieldays will continue to be owned by Fieldays, and entrants must not do anything, or allow anything to be done, to jeopardise Fieldays ownership of such Intellectual Property, and must not use Fieldays intellectual property without the prior written consent of Fieldays.

## **8. LIMITATION OF LIABILITY**

- 8.1 By entering, entrants agree to abide by these Terms and Conditions and the decisions of Fieldays and release, indemnify, and hold harmless Fieldays and their respective agents, representatives, officers, directors, and employees from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from participation in the Awards or acceptance or usage of an award, to the extent of the entrants unlawful and/or unauthorised acts and/or omissions.
- 8.2 Entrants agree that these Terms and Conditions, the Awards and entry to such is governed, interpreted and enforced by the laws of New Zealand and by participating, all entrants submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 8.3 Without otherwise limiting its rights, Fieldays reserves the right to seek, to the fullest extent permitted by law, damages and other remedies from any person attempting to damage any website or undermine the legitimate operation of the Awards.

## **9. GENERAL**

- 9.1 Entrants agree to submit any grievances or complaints in writing to Fieldays in the first instance, and to give Fieldays the reasonable opportunity to consider and/or resolve the complaint.
- 9.2 Fieldays reserves the right to amend these Terms and Conditions, or adapt and adjust the entry criteria for the categories of the Companies, without notice in its sole discretion. Such decisions shall be final.

- 9.3 For any determination required or stipulated in these Terms and Conditions Fieldays is the final arbiter to the fullest extent permitted by law.