

## 2023 Physio Pitchfest Terms and Conditions

Submission into the Competition is subject to the Applicant(s) acceptance of the Competition's Terms and Conditions:

### 1. Competition ownership and delivery

1.1 The Competition owner is the Physiotherapy Research Foundation (PRF) (Level 1, 1175 Toorak Road, Camberwell VIC 3124, Australia).

### 2. The Competition

2.1 The title of the Competition is the Physio Pitchfest.

2.2 Applicants must demonstrate the merit of their proposal against the Competition evaluation criteria as per the application form.

2.3 The Competition will run in two phases: The evaluation phase and the Pitchfest phase.

### 3. Eligibility

3.1 The Competition is open to all members of the Australian Physiotherapy Association (APA), except 2019 and 2022 Pitchfest finalists, the judging panel, employees of the APA and anyone otherwise connected with organising or judging the Competition.

3.2 The Primary Applicant must be registered with AHPRA.

3.3 Only one submission is permitted per Applicant.

### 4. Submissions

4.1 Entry into the Competition will be deemed acceptance of these Terms and Conditions by the Applicant(s).

4.2 By submitting, Applicants hereby warrant that all information submitted in their submissions is true, accurate and complete in every respect. The PRF reserves the right to verify any information contained in each submission and the eligibility of Applicants to enter the Competition.

4.3 The opening date for submissions is Monday 3 April 2023 and the closing date is Wednesday 31 May 2023 (11:59pm AEST). After this date, no further submissions to the Competition will be considered.

## 5. The assessment process

5.1 The Competition submissions will be assessed by an independent panel being the Judging Panel (the Panel).

5.2 The PRF's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.

5.3 The PRF reserves the right to amend the criteria used to assess submissions.

5.4 Assessment will be undertaken in two stages: Stage one will determine the shortlisted Applicants – the number of which is at the discretion of the Panel.

5.5 Stage Two will involve pitching of the selected submissions (finalists) to the Panel at a plenary session at the IGNITE Conference on Friday 6 October 2023 in Brisbane.

5.6 Finalists will receive feedback on their pitches in the lead up to the Conference from internal PRF resources.

5.7 Finalists will be provided with complimentary conference attendance on Friday 6 October 2023 only. All other costs, including additional conference days, transport and accommodation will be covered by the finalist.

5.8 Finalists are expected to attend an in person rehearsal and briefing session on the afternoon of Thursday 5 October 2023.

## 6. Notifications

6.1 Receipt of applications will be acknowledged by return e-mail within one week.

6.2 Applicants will be notified of the outcome of their submission by email by Friday 18 August 2023. If the finalists cannot be contacted or does not respond to the Competition host within 7 days of notification, the PRF reserves the right to withdraw the opportunity from the finalist(s) and select replacement finalists.

6.2 The Panel may request further information from Applicants to support its assessments of submissions.

## 7. The Reward

7.1 The rewards are as stated and no other alternatives will be offered. They are not transferable.

7.2 The PRF does not accept any responsibility if the Applicant is not able to take up the opportunity to participate in the pitch event.

7.3 The cash reward for the Competition will be allocated to the top one submission as determined by the Panel.

7.4 Payment of the cash reward may be made in instalments, following achievement of agreed project milestones.

7.5 The People's Choice Award will be allocated based on the attending audience voting outcome, and will be a full 2024 APA membership.

## 8. Limitation of liability

8.1 Insofar as is permitted by law, the PRF, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of any Applicant entering the Competition, taking up the reward, or as a result of any Applicant winning or not winning any reward, except where it is caused by the negligence of the PRF, its agents or distributors or that of their employees.

## 9. Ownership of Submissions and Intellectual Property Rights

9.1 The PRF does not claim any right of ownership in any Submission and its associated intellectual property.

9.2 Applicants confirm that their Submissions are original and that they own and have the right to licence to the PRF the copyright and other intellectual property rights in the Submissions for the purposes referred to in these terms and conditions.

9.3 The PRF reserves its right to disqualify any Applicant if it has reasonable grounds to believe that an Applicant has or may have breached any law in relation to intellectual property or has or may have otherwise infringed the intellectual property of any other person or entity.

9.4 Applicants give the PRF an irrevocable, non-exclusive, royalty-free licence to use, reproduce, publish, display, transmit, copy, amend, store, sell or sub-licence all or part of the Submissions worldwide for such promotional purposes as it or they see fit. This may include but not be limited to placing all or part of a Submission on the PRF/Competition Partner websites, on social media, in print media or on or in any other form of media now known or invented in the future.

9.5 Applicants agree to the use of his/her or their name(s) and image in any publicity material related to the Competition. Any personal data relating to the Applicant will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the Applicant's prior consent.

9.6 The PRF can assign its rights under this clause to any third party or Competition Partner without notice to the Applicant.

9.7 Applicants acknowledge that in the course of the Competition the content and nature of the Submissions may become known to an audience which is wider than the PRF and that the PRF cannot limit or control the way in which any party other than the PRF might use the intellectual property attached to the Submissions.

9.8 For the purposes of this clause 9 "Competition Partners" means any third party acknowledged by the PRF as a Competition partner and includes the Australian Physiotherapy Association and sponsors.

## 10. Data protection and publicity

10.1 Shortlisted Applicants and winner(s) of the Competition agree that the PRF may use their name, Twitter account name, image and town or county of residence to announce the shortlisted and winning submission and for any other reasonable and related promotional purposes.

10.2 Shortlisted Applicants and the winner(s) agrees to participate in any reasonable publicity required by the PRF.

10.3 By entering the Competition, any personal information provided with Competition submissions may be held and used only by the PRF and the Competition Partners or their agents and suppliers to administer the Competition.

## 11. General

11.1 The PRF is not responsible for inaccurate Competition details supplied to any Applicant by any third party connected with this Competition.

11.2 The Competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.

11.3 In the event of any dispute regarding these terms and conditions, the conduct or results of the Competition, or any other matter relating to a Competition, the decision of the PRF shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by the PRF.

11.4 The PRF reserves the right to hold void, suspend, cancel, or amend all or any part of the Competition where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the Competition, will be posted on the PRF website. It is the responsibility of Applicants to keep themselves informed as to any changes to the terms and conditions.