

Terms of Participation

WA Health Hackathon 2023

By signing these terms, you agree to the following terms applicable during and after the Health Hackathon –

1. Interpretation

1.1. Definitions

In these terms, unless the contrary intention appears –

Background IP means intellectual property created by Participants prior to the Health Hackathon.

Challenge means the specific healthcare challenge approved by the HHOC that the Participant is assigned to work on during the Health Hackathon.

Challenge Owner mean the person or organisation who submitted the Challenge.

Collaborators means the Challenge Owner, Domain Expert and Participants assigned to work collectively on the Challenge.

Confidential Information means any information disclosed by the Challenge Owner or Data Custodian (**disclosing party**) concerning the disclosing party or its business activities and that:

- (a) by its nature is confidential;
- (b) is labelled or marked by the disclosing party as confidential; or
- (c) you know or ought to know is confidential,

but excludes information that:

- (d) is publicly available except as a result of a breach of these terms; or
- (e) was disclosed to you by a disclosing party who was not under a duty of confidentiality in relation to that disclosure.

Curtin means Curtin University (ABN 99 143 842 569) of Kent Street, Bentley, Western Australia.

Data means the datasets provided to the HHOC for use solely during the Health Hackathon and provided to Participants for the Challenge.

Data Custodian means the owner of Data.

Domain Expert means any person identified as such by the Challenge Owner when submitting the Challenge.

Health Hackathon means the event delivered by the WA Data Science Innovation Hub and its partners, from 9 to 19 October 2023.

HHOC means the Health Hackathon Organising Committee.

Intellectual Property or **IP** means all industrial and intellectual property rights, including without limitation:

- (a) patents, copyright, future copyright, trade business, company or domain names, rights in relation to circuit layouts, plant breeders rights, registered designs, registered and unregistered trademarks, know how, trade secrets and the right to have confidential information kept confidential, any and all other rights to intellectual property as recognised by the law in force in Western Australia and Australia; and
- (b) any application or right to apply for registration of any of those rights.

Participant means each individual who has registered to attend the Health Hackathon and is assigned to the Challenge, not including the Challenge Owner and/or the Domain Expert. **Participants** mean all the Participants assigned to the Challenge.

Project IP means the proof of concept and related IP technology, which is planned, developed, created and authored collaboratively by the Collaborators over the course of the Health Hackathon. This includes any intellectual property informed by or resulting from Background IP, but not the Background IP itself. It does not include the Data.

1.2. Interpretation

In the interpretation of these terms, unless the contrary intention appears:

- (a) a reference to a person or entity includes a reference to an individual, group of individuals,



corporation, firm, association or other entity;

- (b) the singular includes the plural and vice versa;
- (c) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally; and
- (d) headings are inserted for convenience and do not affect the interpretation of these terms.

2. Judging

- 2.1. The winning Health Hackathon team will be announced on Thursday, 19 October 2023 and will be awarded a prize package determined by the HHOC.
- 2.2. The HHOC will appoint judges to select the winning entry.
- 2.3. The judges' decision is final and the judges are not required to provide reasons for the decision.

3. Data

- 3.1. The Data Custodian may provide you with Data during the Health Hackathon for the Challenge. Nothing in these terms grants any right of ownership in the Data.
- 3.2. You must:
 - (a) use the Data solely for the purpose and duration of the Health Hackathon;
 - (b) not reproduce, disclose to any third party, distribute copies of, display, sublicense or create derivative works of the Data without the prior written approval of the Data Custodian;
 - (c) use suitable measures to prevent persons who have not formally agreed to these terms from gaining access to the Data and agree not to transmit, duplicate, publish, disclose, distribute redistribute or otherwise provide or make available the Data to any party; and
 - (d) notify the Data Custodian immediately upon learning of any possible unauthorised transmission or unauthorised access of the Data and agree to work with the Data Custodian and HHOC to rectify any unauthorised transmission.
- 3.3. The Data Custodian may stipulate additional conditions for use of the Data.
- 3.4. If you wish to access or use the Data outside of the Health Hackathon, you must request permission to do so from the Data Custodian. Nothing in these terms requires the Data Custodian to approve this request.

4. Intellectual Property

- 4.1. Nothing in these terms affects the ownership of any Background IP.
- 4.2. All Project IP will remain the property of the Participants who create it.
- 4.3. The Participants grant to the Challenge Owner a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use, reproduce, modify, adapt, incorporate into other works and distribute the Project IP for non-commercial, internal purposes (**Licence**).
- 4.4. You must execute all further documents that the Challenge Owner reasonably deems necessary to perfect the Licence or confirm the intent of these terms, including the grant of a licence to use Background IP on reasonable commercial terms for the purpose of utilising Project IP.
- 4.5. The Challenge Owner may at any time request the transfer of the Project IP or a further licence to the Project IP. The Participants must provide a response to the Challenge Owner within 20 working days of a request.
- 4.6. If the Participants agree to a transfer or further licence, the Participants and Challenge Owner will negotiate in good faith the terms of the transfer or further licence.
- 4.7. The Participants grant to Curtin and the HHOC a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use, reproduce, modify, adapt, incorporate into other works and distribute the Project IP for the internal purposes of Curtin and for the purposes of allowing Curtin and the HHOC to evaluate the Project IP for purposes of judging submissions to the Health Hackathon and in connection with advertising and promotion via communication to the public or other groups.

5. Confidential Information

- 5.1. You must hold in strictest confidence and not disclose, use, lecture upon, publish or otherwise make available to any third party any Confidential Information except for the purposes of your participation in the Health Hackathon, unless expressly authorised in writing by the disclosing party.



- 5.2. You must only use the Confidential Information during your participation in the Health Hackathon and in accordance with any policies of the disclosing party with respect to the protection of Confidential Information. You must not use Confidential Information for your own benefit or for the benefit of any other person or business entity.
- 5.3. You may disclose the Confidential Information to the extent that any Confidential Information is required to be disclosed to a governmental authority or by order of a court of competent jurisdiction.
- 5.4. You must not remove any Confidential Information from the premises of the Health Hackathon during or following the Health Hackathon, unless expressly authorised in writing by the disclosing party.
- 5.5. These confidentiality obligations will continue to apply for a period of 3 years following the Health Hackathon, unless a shorter period of time is agreed to by the Data Custodian.

6. Personal information

- 6.1. You consent to Curtin collecting your personal information for the purposes of registering you for the Health Hackathon, administering and promoting the Health Hackathon and communicating with you about current and future Health Hackathons and related events. Curtin may use your personal information in accordance with its [Privacy Statement](#).
- 6.2. Your name, image, voice, statements and biographical information as well as information relating to your entry to the Health Hackathon (**Materials**) may be recorded or collected through your participation in Health Hackathon and you consent to the use of such Materials by Curtin, the Challenge Owner, and external media outlets, now or at any time in the future for communications, publications, posters, websites, videos as well as educational, informational, advertising, marketing or promotional activities relating to Curtin, the Health Hackathon and the WA Data Science Innovation Hub.

7. Publications and publicity

- 7.1. By participating in the Health Hackathon, you agree to present your results, discoveries and solution in the form of a presentation pitch at the conclusion of the Health Hackathon.
- 7.2. You must not use the name or logo of any other Participant, the Challenge Owner or the Data Custodian in any publicity, advertising, or news release without the prior written approval of that person or entity.
- 7.3. Before publishing or presenting the Project IP or any other material in relation to the Challenge, (**Published Material**), you must:
 - (a) give all Participants the opportunity to review the Published Material and consider all feedback provided by the other Participants;
 - (b) give the Challenge Owner and Data Custodian the opportunity to review the Published Material;
 - (c) comply with any direction from the Challenge Owner or Data Custodian to delete or otherwise modify the Published Material to avoid the disclosure of Confidential Information of the Challenge Owner or Data Custodian.
- 7.4. If the Challenge Owner or Data Custodian does not elect to review the Published Material, you must take all steps to ensure that Confidential Information is not disclosed.

8. Warranties and indemnity

- 8.1. You represent and warrant that you enter the Health Hackathon as an individual and in your personal capacity, not in your capacity as the employee or contractor of any organisation or entity, and you have no arrangement or agreement in relation to Intellectual Property created by you that would conflict with these terms.
- 8.2. You represent and warrant you have the right to use and release all information and other materials that you contribute for the purposes of the Health Hackathon and that this information or material:
 - (a) is true and complete to the best of your knowledge;
 - (b) is your own work;
 - (c) will not infringe the intellectual property rights, privacy rights or contractual rights of any third person or entity; and
 - (d) does not contain malicious code or other potentially harmful programs, material or information.
- 8.3. You agree to indemnify and hold harmless Curtin (including its directors, officers, employees, agents and independent contractors), the Challenge Owner, the Data Custodian and the HHOC against all claims, liabilities, costs and damages relating to:



- (a) any allegation that the Project IP or information or other materials that you contribute for the purposes of the Health Hackathon infringes any third party proprietary right;
- (b) any dispute between you and another Participant; and
- (c) your breach of these terms.

9. Limitation of liability

In no event will Curtin, the HHOC, the Challenge Owner, the Domain Expert or the Data Custodian be liable to you for any direct, indirect, special, incidental, punitive or consequential damages relating to your participation in the Health Hackathon, including:

- (a) your inability to submit an entry to the Health Hackathon, or the disqualification of your entry;
- (b) loss of use, data, business or profits;
- (c) disruption of or problems relating to telephone network connections, wifi, computer systems or servers;
- (d) loss of or damage to your personal equipment or possessions;
- (e) cancellation, suspension or alteration of the terms of the Health Hackathon;
- (f) any act, omission or breach of these terms by another Participant; and
- (g) Curtin, the HHOC, or the Challenge Owner's use of the Project IP in accordance with the licences granted by you under these terms.

10. General

- 10.1. The HHOC may cancel, suspend or alter the Health Hackathon at any time if it deems necessary or if circumstances arise outside of its control.
- 10.2. The HHOC has the right, at its sole and absolute discretion, to disqualify any Participant or any entry to the Health Hackathon which is breach of these terms. These terms will continue to apply, despite any disqualification.
- 10.3. Nothing in the submission of an entry into the Health Hackathon, the awarding of a reward, or anything in these terms may be construed as an offer or contract of employment with either Curtin, the Challenge Owner or any other entity.
- 10.4. If any provision of these terms is held unenforceable or void, the remaining provisions will be enforced in accordance with their terms.
- 10.5. These terms will be construed and governed in accordance with the laws of Western Australia and subject to the non-exclusive jurisdiction of the courts of Western Australia.

Signature	Participant Name
	Date