

## RMIT Activator – Registration Terms

### 1 What these terms cover

- 1.1 These **terms** apply to your relationship with RMIT Activator (aka **Activator, we, our, us**), as a **member** of the Activator community. These terms also apply to our website (**site**) & all the events & experiences we run as part of Activator (**activities**). Registering as a member is free, & many of our activities are free & open to all members. Some are open to the general public as well. For selected activities, you may need to purchase a ticket to attend; & some activities are limited to people within specific Activator programs, such as LaunchHUB or Sandbox (**programs**). Certain activities will be open to teams of participants. For these activities, each participant in a **team** will be signed up as a member of the Activator community.
- 1.2 By registering as a member, using our site, or attending or participating in one of our activities or our programs, you agree to these terms. We may update these terms, & if you use the site or go to an activity after an update, you're taken to have agreed to the updated terms.
- 1.3 Your membership is non-transferrable. If you want to cancel your registration, just email us: [hello.activator@rmit.edu.au](mailto:hello.activator@rmit.edu.au).
- 1.4 RMIT's [Privacy Policy](#) & [Website Terms](#) apply to all users of this site & Activator members. They apply to the information you provide us, as well as your interactions with the site & other members. All site users & members are also subject to RMIT's other [Policies published here](#) & as otherwise on our websites from time to time, relating to students, staff & acceptable behaviour, including our Activator Community Code of Conduct, as well as our [Health, Safety & Security Policy](#), [Acceptable Use of ICT Resources Policy](#), & [IT Policy](#). If you have any questions – contact us: [hello.activator@rmit.edu.au](mailto:hello.activator@rmit.edu.au).

### 2 Confidentiality, privacy & security

- 2.1 We work with developing & established entrepreneurs with brilliant ideas. You may have some great ideas or innovations of your own. If you're communicating with us or other members, be aware of the importance of maintaining confidentiality: about their ideas, as well as your own!
- 2.2 If someone tells you something in confidence (ie in circumstances where it's apparent that the information is not publicly known), then you are obliged to keep that information confidential. Ensure you're on the same page as the people you're talking to by checking with them whether what they are saying is in confidence or is not yet publicly known, & whether they would be comfortable if you told other people about it.
- 2.3 Similarly, if you have a great idea, but you haven't discussed it publicly, be careful about how you communicate & talk about it. If it's confidential, ensure that you treat it this way, to protect your own interests! If you're working with other people on a team, ensure

everyone understands what is & isn't confidential about your project. If you talk to us about a confidential idea you have, you agree that we can talk about it to our personnel (on a need to know basis), for the purpose of these terms, & in our operation of Activator, as well as other participants in your team.

- 2.4 If you are engaged in some programs or activities, a separate non disclosure agreement (**NDA**) may apply between you and other users which formally requires you to keep confidential information secret. However, even without a formal contract, you are still bound by obligations of confidentiality if someone discloses something confidential to you.
- 2.5 We will deal with all personally identifying information which you provide us in accordance with our [Privacy Policy](#).
- 2.6 In addition to collecting, storing & using your personal information in accordance with our Privacy Policy, when you become a member we will also subscribe you to receive our communications. You can opt out of these by emailing us ([hello.activator@rmit.edu.au](mailto:hello.activator@rmit.edu.au)) and asking to be removed or unsubscribed.
- 2.7 We also use cookies on our site to gather metrics & entered data to understand how the site is used, & how we can make it better. If you disable cookies in your browser, you might not be able to use the site's full functionality. Any data transferred over an open network may be accessible to anyone, & we can't guarantee its confidentiality or security.

### **3 Intellectual Property**

- 3.1 At a very high level, intellectual property is a creative or intellectual asset, work, or in some cases an idea, & includes things like confidential information & trade secrets or any rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields (such as copyright works, patents, registered & unregistered designs & trade marks).
- 3.2 Our standard approach (as per RMIT's [governing legislation](#)) is that if a student user or member of Activator creates intellectual property (**IP**) as a result of engaging with us, using our site, or attending an event, that person owns the IP they've created. Under these terms, if you've created IP in a group or team Activator activity, then your group owns it as joint owners together in equal shares & no one of you individually can deal with the IP without the whole team agreeing to do so. This includes licensing the IP or selling it. Your team can decide if you want to own specific parts of IP separately or in different proportions, or if you want to be able to deal with it individually – but this is something you have to work out (& document) yourselves.
- 3.3 More information on owning IP can be found via [IP Australia](#), some helpful [Government sites](#), the [Australian Copyright Council](#), & the [Arts Law Centre of Australia](#).

- 3.4 For certain activities, such as hackathons which have a prize or award, there may be separate T&Cs which provide that the IP created by entrants will be transferred to the relevant sponsor. If there are separate T&Cs for an activity, they take precedence over these terms. Similarly, if you participate in a special Activator program, there might be a different arrangement for IP in a separate agreement.
- 3.5 Unless there is a separate agreement otherwise, if you are a staff member (which includes PhD candidates & researchers) any IP which:
- (a) you create in the course of your employment, or
  - (b) which utilises RMIT IP or resources,
- will be owned by RMIT. If you are a staff member participating in an Activator activity which is *not* part of your employment duties, then you will own the IP you create through that activity (unless there are different T&Cs applying to the activity, as above). As a staff member, researcher or PhD candidate, you should be clear about when you are and aren't using RMIT IP or resources, so that there is no question about whether you or RMIT own the IP.
- 3.6 You retain ownership of IP which you have created previously or independently from us, our site or an activity (**Prior IP**).
- 3.7 When you are participating in an activity, you undertake that you will only use your own ideas, & that you will not infringe any other person's IP, privacy or confidentiality.
- 3.8 When you create IP through our site or activities you provide us with a non-exclusive, non-transferable, worldwide, royalty-free licence to communicate, publish, display & perform any part of your IP, as well as your name, photos of you, & details of your expertise, in all media, for the purposes of promoting or marketing RMIT, or as part of our own internal purposes in recording, reviewing & improving our services & endeavours. Eg, if you do a brainstorm on a whiteboard, we can take a photograph of that & put it on our site (unless you tell us it is confidential). We will not otherwise use your intellectual property for our commercial purposes.
- 3.9 We will only use your IP for the purposes of promoting or marketing Activator, or as part of our own internal purposes in recording, reviewing & improving Activator & its endeavours. Eg, if you fill in a feedback form, we will own the IP in your response to us; if you are at an event, & you do a great brainstorm on a whiteboard, we can take a photograph of that & put it on our site (unless you tell us it is confidential). We will not otherwise use your IP for our commercial purposes.
- 3.10 We encourage you to hashtag, geotag, or check-in to our activities, but if you otherwise want to use our IP in something you develop, you will need to get our written permission first, which we may not be able to give. We may also apply a licence fee, or royalty, as well as other conditions, to your use of our IP.

#### **4 Photos & recordings at activities**

4.1 When you attend an activity you may be photographed or recorded. By attending, you consent to us taking those photos or recordings. If you don't want us to take any photos or recordings, you need to let our photographers know, & we will do our best not to include you in the photos or recordings. However, we can't guarantee that we will be able to crop you out of everything, & you may still appear incidentally or in the background of recordings or photos we take. We may use the photos & recordings for our own purposes, including marketing purposes & including on our sites. As part of this, we may edit them however we want. We may also provide the photos & recordings to our related industry partners or event partners for their use as well. Notwithstanding our privacy policy, we will own all rights in the photos & recordings we take at our activities, & you waive any rights you may have in them, & you consent to the use & publication & disclosure of the photos & recordings we take. By attending the activity, you agree to this, as it is a condition of entry or participation.

## 5 Acceptable behaviour

- 5.1 All RMIT's [policies located here](#) as well as those otherwise published on our websites, apply to your conduct on this site & as a member, including the Activator Code of Conduct. If you engage in behaviour which is not acceptable, we may give you a warning, or suspend or end your membership or require you to leave or stop participating in an activity. If the behaviour is captured by another university policy, you may also be dealt with under that policy, not just these terms. We can also end or suspend your membership without cause.
- 5.2 We don't tolerate behaviour, content or use of the site which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, illegal or violent. This includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, & unwelcome sexual attention. You must be respectful of other members & users. You must not use the site or any activities to bully, harass or troll, or to disrupt other members & users. Even if you disagree with someone, you must be constructive & professional. You must not use the site or any Activator activities to be misleading or anti-competitive.
- 5.3 We don't monitor the site or all activities & events continuously: if you see behaviour or content which is not acceptable or which doesn't comply with these terms, please tell us immediately: [hello.activator@rmit.edu.au](mailto:hello.activator@rmit.edu.au). We may remove unacceptable content from the site.
- 5.4 You must not use the site, or an activity to publish or send malicious content (such as phishing, viruses or Trojans), with the intent to compromise our or a user's account, security, identity, IT environment or to breach confidentiality. Members must not use the site to publish or send spam (unsolicited commercial electronic messages), or any other commercial communications. You may not use the site for any unlawful purposes, fraud, or to conduct or promote illegal activities.

5.5 When you're attending an activity, you must follow our reasonable directions – including instructions about safety matters. You must not do anything which would cause us (or other members or attendees) to be in breach of a law or regulation. Obviously, you must not cause any damage to property, systems or injure other people. You will take reasonable care of yourself & responsibility for your own health. You will also take reasonable care in interacting with other members and participants & the assets & resources provided at the Venue.

## **6 Activities and events**

6.1 We always aim for events to run smoothly, however, sometimes things don't go as planned. We reserve the right to add, withdraw, reschedule, vary or substitute prices, prizes, venues, offerings, speakers and audience capacity at activities. Your admission to an activity is also subject to any T&Cs which the venue applies, including about things like smoking or access to certain areas of a premises. We reserve the right to undertake a reasonable search of attendees and their possessions at the time of entry to the venue. This is a safety requirement. We (or the venue) reserves the right to refuse entry to an activity for any reason, including where a ticket hasn't been acquired from an authorised channel. Tickets cannot be resold or used as prizes. For paid ticketed events, we may not be able to refund or exchange tickets, except as required by law.

## **7 Warranties & liabilities**

7.1 The following text doesn't affect any warranties or liabilities which cannot be excluded or limited under applicable law. Your use of the site & participation in any activities are at your own risk. The site, its content, & any activities are provided on an "as is" basis, without any warranties, either express or implied. Neither us nor any one associated with RMIT makes any warranty or representation in relation to the completeness, security, reliability, quality, accuracy, or availability, of the site or our activities. In no event will we or any of our affiliates, licensors, service providers, employees, agents, officers or directors be liable for damages or any kind (including under contract, tort or negligence), arising out of or in connection with your use (or in ability to use) the site, or any websites linked to it, any content on the site, or any activities, including any direct, indirect, special, incidental, consequential or punitive damages, which includes, but is not limited to personal injury, pain & suffering, emotional distress, loss or revenue or profits or business or anticipated savings, loss of use or goodwill, loss of data, even if such loss was foreseeable (**loss**). You acknowledge that you use the site & engage with us, & other members, at your own risk. Neither us nor our partners involved in the site or activities will be liable for any loss you incur in connection with the site or activities. You agree you will take reasonable precautions in your use of the site & engagement in activities.

## **8 General**

8.1 These terms are governed by the laws of Victoria. If any of these terms are or become invalid, at our option, the relevant part is severed, & doesn't affect the validity of the

remaining parts. Neither of us, nor you, is (or can you represent yourself to be) an employee, partner, agent or other authorised representative of the other. A waiver has to be in writing & signed. We don't waive a right if we fail to exercise it or delay exercising it.