

IMPACT10X AI SIMULATOR – Talent Release Form

Permission is hereby given to James Cook University (JCU) to:

- (a) take photographs, vision or audio of me;
- (b) collect from me written information about me, including personal information;
- (c) create a profile about me using the written information collected from me;
- (d) use my photograph, recorded vision or audio of me and the profile about me for any purpose whatsoever in connection with the promotion of JCU including promotion of its courses, programs, services and activities; and
- (e) publish the resulting works throughout the world in any form, in whole or in part, and distribute by any medium including, but not limited to, study guides, print media, radio, television, posters and internet.

I agree that electronic and/or hard copy of photographic images and/or recordings of me and/or written information about me are collected and stored for the above purposes.

I understand that the images and/or recordings of me and/or the written information about me will only be accessed by approved JCU officers or persons acting under those officers' permission or authority, such as commissioned advertising agents, prior to publication.

I waive any right to inspect or approve of the finished product, including any written copy that may appear in connection with my images and/or recordings of me and/ or my profile.

I understand and agree that any photographs, vision and/or audio of me or any other work the subject of this Release may be made available by JCU through publicly accessible websites and that the content placed may be downloaded by persons accessing such websites anywhere in the world.

I understand that I will have no ownership (including intellectual property ownership) in any of the photographs, video or audio recordings taken of me nor in any works created by JCU (or its agents) about me.

I understand that no fee or payment will be provided for giving this Release and any claim for remuneration, residuals, royalties or any other payment in respect of usage by JCU is waived.

I am free to give this Release and to appear in the proposed works to be published by JCU.

I am at least 18 years of age, and I have read, understood and agree with the terms of this Release.

If you are not 18 you must be accompanied by a legal guardian. Your legal guardian must agree with and consent to the terms of this release form on your behalf.

IMPACT10X AI SIMULATOR - Letter of Engagement

Sep 10th, 2025

Dear Successful Participant,

Congratulations for being accepted into the 2025 IMPACT 10X AI Simulator. This letter of engagement and its terms and conditions in Annex One is provided to you to formalise your participation in the program.

Program Outline

- Program Start Date: Weds Sep 10 2025
- Program End Date: Fri Sep 12 2025

Program Delivery Location

JCU Ideas Lab, Smithfield Campus

Cost Complimentary (with a successful application)

Duration 3 days

Terms and conditions

The terms and conditions in relation to your participation in the Program are attached as Annex One. This Letter of Engagement together with the Terms and Conditions will apply to the Program.

Signature

Please sign the separate form provided with this document if you agree and in understanding of the subject Letter of Engagement and Terms and Conditions.

Annex One - JCU IMPACT 10X AI Simulator Terms and Conditions

The terms and conditions apply to each person (“**Participant**”) attending the IMPACT 10X AI Simulator (“**Program**”).

By participating in this Program, the Participant agrees:

- i. to participate in all sessions over the three days and the final judging panel;
- ii. to complete any post session surveys and present at the final judging panel;
- iii. to comply with all reasonable instructions issued by JCU;
- iv. that all unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited during the Program and/or in or at the venue;
- v. that JCU makes no representations about the security of the GRS “guest” WiFi internet connection, and the Participant must take reasonable security measures (i.e. encryption) as necessary;
- vi. any advice, recommendation, information or materials provided by JCU to the Participant in the course of the Program is for the Participant’s sole use and benefit; and
- vii. the Participant is responsible for choosing to what extent it wishes to rely upon, and/or the implementation of advice or recommendations received during the course of the Program.

Postponement or Cancellation

JCU reserves the right at any time to:

- i. change the format, participants, content, location and timing or any other aspect of the Program;
- ii. postpone the Program or any part of the Program; or
- iii. cancel the Program or any part of the Program, and will not be liability for any damages, costs, losses or expenses of any kind incurred or suffered by the Participant as a result of or in relation to JCU modifying, postponing or cancelling the Program or any part of the Program.

Copyright, Trademark and Restrictions of Use

- i. JCU may provide participants with materials in connection with the Program that are owned by or licensed to JCU. These materials include, but are not limited to, the design, layout, look, appearance, trademarks, text, graphics and videos. JCU expressly reserves all copyright and trademark in all such documents, information and materials and reserves its right to take action against the Participant if the Participant breaches any of the below terms.
- ii. The Participant may download one copy of any downloadable materials made available by JCU to the Participant for his/her individual and non-commercial use only.
- iii. The Participant may not:
 - a. Redistribute, reproduce or commercially exploit part or all of the materials for any other purpose;
 - b. Modify or copy the materials;
 - c. Remove any copyright or other proprietary marks from the materials; or
 - d. Share any login or other restricted access to any materials with another person.
- iv. This license shall automatically terminate if the Participant violates any of these restrictions and may be terminated by JCU at any time. Upon terminating the Participant’s viewing of these materials or upon the termination of this license, the Participant must destroy any downloaded materials in his/her possession whether in electronic or printed format.

Links to other websites

JCU may from time to time provide on its website or other communication channels, links to other websites, advertisements and information on those websites for the Participant's convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between JCU and the owners of those websites. JCU takes no responsibility for any of the content found on the linked websites. JCU's website or other communication channels may contain information or advertisements provided by third parties for which JCU accepts no responsibility whatsoever for any information or advice provided to the Participant directly by third parties. JCU is making a 'recommendation' only and is not providing any advice nor does JCU take any responsibility for any advice received in this regard.

Materials and Deliverables

- i. All pre-existing Intellectual Property Rights shall remain the property of the Party that owns, develops or acquires them. This Letter of Engagement shall not have the effect of transferring, in any way, in whole or in part, any pre-existing Intellectual Property Rights to the other Party or to any third party, unless specifically stipulated in an agreement to that effect.
- ii. All materials shared by JCU during the delivery of the Program will be treated as confidential by the Participant and can only be used in its own organisation for the duration and purpose set out in this Letter of Engagement.
- iii. JCU licences the Intellectual Property Rights in the Deliverable and the internal working documents produced in the performance of the Program, which may contain copies of, extracts from or references to your Confidential Information.
- iv. This Letter of Engagement does not affect the ownership of the Participant's Intellectual Property Rights or Confidential Information.

Confidentiality

- i. In the course of participating in the Program, the Participant may wish to disclose information of a confidential nature (including information relating to the business, technology, finances or other affairs of the Participant) ("**Confidential Information**") to JCU, JCU's appointed Entrepreneurs-in-Residence and other participants in the Program..
- ii. The Participant agrees to respect the confidentiality of the other participants in the Program, and will not disclose any Confidential Information received from other participants to external parties.
- iii. The Participant releases JCU from any liability or obligation to the Participant (or any person claiming through or on behalf of the Participant) in respect of any loss or damage arising out of any disclosure of the Participant's Confidential Information by other participants in the Program or external experts engaged by JCU to assist in the delivery of the Program.
- iv. The Participant consents to JCU sharing insights gathered from the Participant as part of the general learnings to the Program cohort, without identifying the specific Participant.

Limitations of liability and indemnity

- i. While the intent of the Program is to increase the chance of success for Participants, acting on this advice is at the sole discretion of the Participant. All advice, feedback, or information which is received during the programmed activity, including but not limited to one-on-one coaching sessions with JCU Entrepreneurs-in-Residence, should be considered and applied at the sole discretion of the Participant.
- ii. Provisions of the *Competition and Consumer Act 2010* and other laws in force from time to time in Australia may impose guarantees, warranties, conditions and obligations on JCU ("**Consumer Guarantees**"). If any of these Terms and Conditions are inconsistent with a Consumer Guarantee, the

Consumer Guarantee will apply to the extent of such inconsistency. Subject to any applicable Consumer Guarantees, all guarantees, representations, conditions and warranties of any nature are expressly excluded.

- iii. Subject to any Consumer Guarantees and to the maximum extent permitted by applicable law, JCU, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Terms and Conditions or any other agreement), damage, costs or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that the Participant may incur or suffer arising out of or in connection with the Program.
- iv. The Participant agrees to fully release and indemnify JCU, its employees, agents and contractors ("**Representatives**") from and against any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) arising out of or in connection with the Participant's participation in the Program, including but not limited to: (a) a breach of these Terms and Conditions; (b) the Participant's use of the venue or attendance at the Program; (c) any damage to the venue or any goods located at the venue; or (d) the infringement of any intellectual property, confidentiality or other right of the Participant or any third party.

Privacy

- i. JCU is committed to maintaining the confidentiality and security of the Participant's personal information. JCU takes its obligations under the *Information Privacy Act 2009* and the Information Privacy Principles very seriously and has implemented practices, procedures and systems to ensure that it complies with those laws. This is outlined within the JCU Information Privacy Policy¹.
- ii. JCU may use the Participant's personal information to contact the Participant:
- iii. to follow up on the progress of the Participant's start-up;
- iv. to request testimonials on the Program for use in recruitment for future cohorts; and
- v. to provide the Participant with information on upcoming JCU events and programs.
- vi. The Participant consents to JCU featuring the Participant's (or the Participant's company's) name and logo in JCU marketing communication materials to promote current and future JCU Ideas Lab programs. These materials include, but are not limited to, a participant handbook, promotion of the Program on social media platforms (e.g. LinkedIn and Twitter) and via e-mail (e.g. JCU's newsletter or other communications disseminated via e-mail).
- vii. The Participant consents to JCU capturing photos, images or recordings from the Program's cohort-based events. JCU may use any such photos, images or recordings in teaching and marketing materials related to the Program and any other JCU programs/events. Confidential materials and material protected by the intellectual property rights will not included.

Termination of Agreement

- i. JCU may suspend or terminate the Participant from the Program:
 - a. where the Participant's attendance, engagement and participation are not maintained; or
 - b. where the Participant uses or displays offensive language, threatening behaviour, abuse of JCU staff or other participants or damage to property; or
 - c. where the Participant breaches a material term of these Terms and Conditions.

¹ <https://www.jcu.edu.au/policy/corporate-governance/information-privacy-policy>

- ii. The Participant may terminate their participation in the Program at any time by providing written notice to JCU's facilitator for the Program.

General

- i. Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms and Conditions shall not operate as a waiver of that power, right or remedy.
- ii. If any provision of these Terms and Conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions.
- iii. These Terms and Conditions are governed by and are to be construed in accordance with the laws in force in Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and waives any objection that it may have that proceedings have been brought in an inconvenient forum.