



TERMS & CONDITIONS

These Terms and Conditions ("**Terms**") apply to all individuals and organisations ("**Participants**") who submit an entry and/or participate in "The Pitch Off" ("**Event**") organised by Employers Mutual Limited ("**EML**") at the WHS Show Sydney, 22nd of October 2025. By registering, attending, or submitting materials for consideration, Participants agree to be bound by the following Terms.

Purpose and Scope

1. The Event is designed to give selected service providers an opportunity to present innovative proposals in response to an invitation to tender process, in a public pitch format. Participation does not guarantee funding or contract award. The Event is intended for demonstration and idea exchange only.

Eligibility

2. Participation in the Event is open to business and professional service providers with relevant registration in Australia, and includes individuals and organisations who are not currently receiving funding from the EML Group or Mutual Benefits Program under any existing program or partnership.
3. Employees, officers, contractors, or immediate family members of EML, its subsidiaries, or associated entities are not eligible to participate.
4. EML reserves the right to verify eligibility and disqualify any Participant who breaches these conditions.

Entry and Submission Requirements

5. Entry must be made through the official registration process by Friday, 15th August 2025.
6. Participants must submit an application form and provide any supporting documentation, which may include:
 - a) Business proposal or solution outline;
 - b) Budget estimate or commercial model;
 - c) Risk management strategy;
 - d) Evidence of capability, experience, or credentials.
7. Participants warrant that all information submitted, including financial data, commercial models, and capability statements, is accurate to the best of their knowledge and belief at the time of submission. Participants must not knowingly misrepresent, omit, or falsify any material aspect of their proposal, including pricing, service capabilities, team experience, or delivery timelines.
8. Each Participant represents that their proposal is viable, realistic, and capable of being implemented if selected, and that they have the requisite skills, resources, and authorisations to execute the proposal if awarded future work. EML reserves the right to disqualify any Participant whose submission is found to be materially misleading, inaccurate, or speculative in nature.
9. Incomplete or late submissions may be rejected at EML's discretion.
10. Participants are responsible for disclosing any potential conflicts of interest prior to participation. EML reserves the right to exclude or disqualify any participant where such a conflict is not appropriately managed.
11. Participants are strongly encouraged to seek their own independent legal, financial, or commercial advice prior to participating in the Event. EML accepts no responsibility for any decisions made by Participants in reliance on materials or information provided.

Selection and Judging Process

12. Proposals will be shortlisted by EML and/or an appointed internal review panel.
13. Selected Participants will be invited to present their ideas live in a timed pitch format during the Event.
14. Submissions will be evaluated on criteria including, but not limited to:
 - a) Innovation, uniqueness and alignment;
 - b) Impact and effectiveness;
 - c) Feasibility and scalability;
 - d) Cost-effectiveness.
 - e) Risk assessment and management;
 - f) Compliance and legal considerations
 - g) Evidence and data-driven approach
 - h) Presentation and communication
15. Judging will be conducted live at the event by a combination of a panel selected by EML and the audience in attendance on the day of the event. The panel's decision is final and not subject to appeal.
16. By submitting any concept, idea, or proposal, Participants acknowledge and accept that EML is not under any obligation to evaluate, pursue, or enter into any agreement regarding such materials. EML may already be considering or developing similar ideas internally or via third parties, and disclaims any liability arising from perceived overlap.
17. Participation in the Event does not exempt any Participant from EML's standard procurement, compliance, or risk assessment processes. EML reserves the right to undertake due diligence on any shortlisted or successful Participant following the Event. This may include, but is not limited to, verification of:
 - a) Corporate status and legal standing;
 - b) Financial viability and solvency;
 - c) Relevant experience, track record, and personnel qualifications;
 - d) Accuracy of any claims made during the pitch or in supporting materials.
18. EML may request additional documentation or conduct interviews to support this process. If, at any stage, EML identifies material discrepancies, omissions, or concerns regarding the Participant's ability to deliver the proposed solution, it reserves the right to withdraw any indicative outcome or proposed opportunity without liability.

Funding and Outcomes

19. Participation in the Event does not constitute an offer of funding, employment, partnership, or contract with EML or any related entity. Any post-event engagement or procurement process remains subject to EML's standard commercial, legal, and procurement frameworks.
20. Participants must not rely on any oral or written statements made during the Event as legally binding representations, warranties, or commitments by EML. All discussions are exploratory and indicative only.

21. This Event does not constitute or initiate a formal procurement process and shall not be construed as a request for tender or invitation to treat. The selected Participant will be contacted shortly and no later than fourteen (14) business days after the Event to enter formal negotiations with EML. However, if the parties are unable to reach agreement on commercial or contractual terms within a reasonable period, EML reserves the right, at its sole discretion, to engage with any other Participant. EML is not bound to contract with the initially selected Participant, and any future procurement activity will be conducted in accordance with EML's procurement policies and applicable law. Any final engagement will be subject to a contract, with terms to be negotiated and formalised in a written agreement executed by EML and the successful provider.
22. Where funding, exposure, or partnership opportunities are awarded, EML will specify:
 - a) The scope, conditions, and permitted use of any funds;
 - b) Any restrictions, reporting requirements, or timeframes;
 - c) The process for post-event engagement or due diligence.
23. Any awarded funds are not transferable and may be subject to tax obligations. Participants are responsible for their own tax advice and liabilities.

Intellectual Property and Confidentiality

24. Participants retain ownership of all intellectual property ("IP") submitted or presented during the Event.
25. By submitting or presenting materials, Participants grant EML a non-exclusive, royalty-free, worldwide licence to use, reproduce, and communicate the materials for:
 - a) Event marketing and promotion;
 - b) Evaluation and judging;
 - c) Internal procurement and assessment purposes.
26. EML will take reasonable steps to treat confidential elements as such; however, Participants acknowledge that:
 - a) Pitch sessions may be recorded and broadcast;
 - b) Other participants and attendees may access the presentations;
 - c) EML cannot guarantee complete confidentiality and accepts no liability for third-party use or infringement of IP.
27. Participants acknowledge that the Event may be conducted in a public or semi-public forum and that ideas presented may be visible to third parties. EML takes no responsibility for any third-party misuse, duplication, or exploitation of ideas presented.
28. Participants are advised not to disclose trade secrets or proprietary information unless adequately protected.

Conduct and Responsibilities

29. Participants must conduct themselves professionally and respectfully throughout the Event.
30. Disruptive, offensive, or unethical behaviour may result in immediate disqualification and removal.
31. All submissions must be original, accurate, and not infringe upon any third-party rights.

32. Participants must comply with all applicable laws, including but not limited to:

- a) Anti-discrimination and workplace safety;
- b) Privacy, data protection, and intellectual property legislation;
- c) Industry-specific regulations.

Limitation of Liability and Indemnity

33. Participation in the Event is at the Participant's sole risk.

34. EML will not be liable for any direct, indirect, incidental, special, or consequential loss or damage, including:

- a) Loss of opportunity, business, revenue, data, or goodwill;
- b) Personal injury, property damage, or reputational harm.

35. EML is not responsible for:

- a) Technical failures, delays, or issues related to submissions;
- b) Changes to the format, postponement, or cancellation of the Event;
- c) Third-party actions or failures.

36. To the extent permitted by law, Participants agree to indemnify and hold EML harmless against any claims, losses, or liabilities arising from:

- a) Breach of these Terms;
- b) Infringement of third-party IP;
- c) Misrepresentation or unlawful conduct.

Force Majeure and Event Discretion

37. EML shall not be liable for failure to perform or delay in performing its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, acts of government, technical failures, or civil unrest.

38. EML further reserves the right, in its sole discretion and without liability, to reschedule, modify (including format and location), or cancel the Event at any time for any reason, including logistical considerations or insufficient participation. In such circumstances, EML will use reasonable efforts to notify all Participants as soon as practicable but shall not be responsible for any costs incurred by Participants in relation to travel, accommodation, preparation, or otherwise.

Publicity and Promotion

39. Participants consent to the use of their name, image, voice, organisation details, and submission content in EML's marketing, media releases, social media, and promotional material.

40. Participants consent to filming, photography, and recording of the Event, and grant EML the right to use, reproduce, and publish such material without compensation.

41. If Participants wish to opt out of specific media use, they must notify EML in writing before the Event.

Dispute Resolution

- 42. These Terms are governed by the laws of New South Wales, Australia.
- 43. Any disputes arising in relation to the Event or these Terms must first be attempted to be resolved in good faith through negotiation.
- 44. If unresolved, the parties agree to refer the dispute to mediation before pursuing legal proceedings.

Changes to the Terms

- 45. EML reserves the right to update, amend, or cancel these Terms at any time before the Event.
- 46. Material changes will be notified via email and/or posted on the official Event website or registration portal.
- 47. Continued participation following notification of amendments constitutes acceptance of the revised Terms.

Acknowledgement and Acceptance

- 48. By submitting an entry and/or participating in the Event, the Participant confirms that:
 - a) They have read, understood, and agreed to these Terms;
 - b) They have the authority to bind the organisation they represent;
 - c) They accept all risks and responsibilities associated with participation.