

2025

[opendata.transport.nsw.gov.au](https://opendata.transport.nsw.gov.au)

# Innovation Challenge

Terms and Conditions



Transport  
Open Data

# Context Aware Travel Innovation Challenge Terms and Conditions

## 1. Terms

- 1.1 By entering the “Transport for NSW (‘TfNSW’) Context Aware Travel Innovation Challenge” (the “Challenge”) via the following website link: <https://opendata.transport.nsw.gov.au/context-aware-travel> (“Application”), you agree to these terms and conditions (“Terms and Conditions”).
- 1.2 If submitting a Group Application, you warrant that you have obtained consent from each group member and that each group member agrees to these Terms and Conditions.
- 1.3 Applications must comply with these Terms and Conditions to be valid and accepted.

## 2. Challenge Entry Period and Selection Stages

- 2.1 The Challenge entry period commences on 12:00pm 22 January 2025 and closes at 11:59pm on 19 February 2025 (“Challenge Entry Period”).

## 3. Late Submissions to Challenge Entry Period

- 3.1 Any Challenge Application not received by TfNSW via the Transport for NSW Challenge website portal during the Challenge Entry Period will not be considered.

## 4. Receipt of Challenge Application

- 4.1 Challenge Applications are deemed to be received at the time they are received by the Challenge website portal and not at the time of submission by the Applicant. TfNSW does not accept responsibility and is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Challenge Application, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. TfNSW has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. TfNSW is not liable for any consequences of user error including (without limitation) costs incurred.

## 5. Eligibility to submit a Challenge Application

- 5.1 For the purpose of these Terms and Conditions, a reference to an Applicant(s) means an individual or group of individuals who have submitted an Application to the Challenge in accordance with these Terms and Conditions.
- 5.2 Applications are open to:
  - a. individuals; and
  - b. groups of individuals and organisations (each a “Group Application”).

- 5.3 Individual Applicants or any member of a Group Application under the age of 18, must submit written consent from a parent or guardian with their Application, such parent or guardian must agree to these Terms and Conditions on their behalf.
- 5.4 If submitting a Group Application, you warrant that you have obtained consent from each group member and that each group member agrees to these Terms and Conditions.
- 5.5 Employees (and their immediate families) of TfNSW, Sydney Trains, TAHE and NSW Trains are not eligible to enter the Challenge.
- 5.6 TfNSW reserves the right to verify the validity of Applications and reserves the right to disqualify any Applicants for dishonest behaviour (including tampering with the entry process) or for submitting an Application which is not in accordance with these Terms and Conditions.

## 6. Eligibility to submit a Challenge Application

- 6.1 Applicants must complete and submit the application form available on the Innovation Challenge website (<https://opendata.transport.nsw.gov.au/context-aware-travel>) and define their solution (“Idea”) according to questions in the form.
- 6.2 To register, Applicants are required to:
  - a. Submit complete and accurate contact details, including:
    - i. Team name (if a Group Application);
    - ii. ABN;
    - iii. Individual Applicant’s full name;
    - iv. Applicant’s contact email address, contact phone number, organisation or university (if applicable); and
    - v. If a Group Application, nominated primary contact and details as outlined in paragraphs 6.2(a)(iii) and 6.2(a)(iv);
- 6.3 Applications that do not comply with these Terms and Conditions are invalid and will not be accepted.
- 6.4 Applicants may submit multiple Applications. A separate Application must be submitted for each Idea.

## 7. Summary of Challenge Stages

- 7.1 The Challenge will include the following stages:
- i. Application Period: Applications submitted during the Application Period;
  - ii. Evaluation of Applications: Evaluation of Applications by the Evaluation Panel.
  - iii. Pitch Sessions: Pitch Session where teams selected as high-potential Applicants will be invited to pitch to the Evaluation Panel;
  - iv. Incubation: Applicants selected from the Pitch Session will be invited to engage in an incubation program over a period of 4 weeks;
  - v. Trial: After a successful incubation, the Applicants idea is tested over a 10 week period.
  - vi. Evaluation: Following the trial applicants prepare a report evaluating the trial.

## 8. Selection of Shortlisted Applicants

- 8.1 An evaluation panel will be appointed by TfNSW (“Evaluation Panel”) to assess all Applications. The Evaluation Panel will be comprised of:
- i. Persons with specialist knowledge and expertise in the transport or technology sectors; and
  - ii. Representatives from TfNSW.
- 8.3 The Evaluation Panel will assess all Applications against the evaluation criteria, as may be amended by TfNSW in its sole discretion).
- 8.4 The Evaluation Panel will score and rank all valid Applications and recommend a certain number of Applicants to TfNSW for approval.
- 8.5 TfNSW may accept some or all of the recommended Applicants in its absolute discretion (“Shortlisted Applicants”). TfNSW reserves the right to request the Evaluation Panel to provide additional recommendations for Shortlisted Applicants.
- 8.6 TfNSW’s decision to accept any Shortlisted Applicants is final and no correspondence will be entered into. TfNSW will not disclose any details regarding the Evaluation Panel’s assessment of Applications except where required to do so by law.

## 9. Shortlisted Applicants to Attend Pitch Session

- 9.1 Shortlisted Applicants accepted by TfNSW will be invited to a virtual pitch session present their idea and its potential features and benefits to the Evaluation Panel (“Pitch Session”).
- 9.2 Shortlisted Applicants (or at least one member of a Group Application) must be available on 13 March 2025, to attend the virtual Pitch Session and present their Idea to the Evaluation Panel.

- 9.3 The Shortlisted Applicants will be contacted by email and will receive an invitation to the Pitch Session. Further details of the Pitch Session will be confirmed by TfNSW when notifying Shortlisted Applicants.
- 9.4 The Pitch Session will be a virtual event, held by audio/visual link. TfNSW will provide details to Shortlisted Applicants including a link to attend at the selected time.
- 9.5 TfNSW reserves the right to enter into commercial negotiations with any Applicants for the purpose of acquiring a licence to use the Applicant’s material on a commercial basis subject to such terms and conditions as the parties agree.

## 10. Incubation and Funding

- 10.1 Shortlisted Applicants who are selected to progress past the Pitch Session (“Approved Applicants”) will be invited to participate in the incubation stage (“Incubation”). Incubation consists of a 4-week intensive support program where Approved Applicants get access to data to develop their product as well as subject matter experts. The purpose of the Incubation phase is to create a proof-or-concept that can be trialled by TfNSW.
- 10.2 Approved Applicants who progress to the Incubation phase may be required to enter into an agreement with TfNSW. Any such agreement will include provision for the payment of any seed funding for delivery of the final product. Approved Applicants may be required to join the whole-of-government ICT Services Scheme.
- 10.3 The total value of all agreements entered into will not exceed \$150,000.
- 10.4 Under the terms of the proposed agreement with the Approved Applicants:
- i. TfNSW will provide payment of up to \$50,000 to each Approved Applicant for the delivery of the Idea. The total value of the funding will be determined by TfNSW and is not guaranteed to match the level of funding proposed by the Applicants.
  - ii. Payment will be aligned to delivery milestones as agreed between the parties.
- 10.5 TfNSW reserves the right to modify, suspend, terminate or cancel the Challenge and awarding of any seed funding if the Applications received do not meet TfNSW’s minimum requirements.

## 11. No compensation or reimbursement

- 11.1 All costs associated with the Application and attendance to any activity of the Challenge are costs borne by an Applicant (including, without limitation, any data or internet costs incurred in accessing the application form, developing the Idea before, during or after the Application Period or travel to or from any activity).

## 12. No Relationship or Obligation

12.1 Applicants acknowledge that acceptance of the Application, or any endorsement by TfNSW, creates no relationship with TfNSW and TfNSW is under no obligation to engage in negotiations or enter into a commercial relationship with the Applicant.

## 13. Misconduct of Approved Applicant

13.1 TfNSW reserves the right to disqualify and reject any application and terminate any access granted to any Applicant that it considers to have engaged in misconduct or sought to benefit by using the intellectual property of other Applicants or otherwise.

## 14. Provision of misleading information upon submission of an Application

14.1 TfNSW reserves the right to disqualify and reject any application and terminate any access granted to any Applicant that it considers to have engaged in misconduct or sought to benefit by using the intellectual property of other Applicants or otherwise.

## 15. Intellectual property rights

- 15.1 Unless otherwise provided by law, Applicants own any intellectual property rights in the submission of presentations and Applications.
- 15.2 Applicants grant TfNSW a perpetual, irrevocable, worldwide, royalty and payment free, transferable, sub-licensable right to exercise all of the intellectual property rights in the Applications for the purpose of assessing Applications and Ideas.
- 15.3 Applicants warrant that they have the right to grant the licences described above. If Applicants are not in a position to grant the licences set out above, please do not submit an Application.
- 15.4 All Applicants warrant that their Application is their own original work and does not infringe the intellectual property rights of any other person.
- 15.5 Without limiting or otherwise restricting clause 17.1, Applicants hereby indemnify TfNSW against any third party liabilities, claims, costs, expenses (including legal costs), loss or damage incurred by TfNSW as a result of publishing any material submitted by Applicants as part of their Application.

## 16. Non-Disclosure

16.1 Approved Applicants, their partners, employees or agents shall not, without prior written approval of TfNSW, disclose information or release material of a confidential nature provided to the Approved Applicants by TfNSW in connection with the provision of the data, to any person other than TfNSW.

## 17. Limitation of liability

- 17.1 Except for any liability that cannot be excluded by law, TfNSW (including its officers, employees and agents) will not be liable for any loss or damage whatsoever that is suffered or sustained (including but not limited to indirect or consequential loss) or for any death, illness, personal injury or property damage suffered or sustained (even caused by negligence), as a result of, or in any way connected with, this Challenge.
- 17.2 To the extent permitted by law, all Applicants agree to release, fully indemnify and keep fully indemnified, TfNSW (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim or other right of action arising out of, or in connection with, this Challenge including (but not limited to) death, illness or personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission or otherwise.

## 18. Personal information

- 18.1 The details contained in Application are protected by security safeguards compliant with the Privacy and Personal Information Protection Act 1988 (NSW). TfNSW collects Applicants' personal information in order to conduct the Application. If the information requested is not provided, an Applicant may not register for the Challenge.
- 18.2 By submitting an Application, unless otherwise advised, Applicants also agree that TfNSW and its contractors may use this information, in any media for future promotional, marketing and publicity purposes, including but not limited to sending the Applicant electronic messages or telephoning the Applicant, without any further reference, payment or other compensation to the Applicant. A request to access, update or correct any information should be directed to TfNSW. All information relating to Applicants provided to TfNSW will be held in accordance with TfNSW's Privacy Policy which is available at [www.transport.nsw.gov.au/content/user-privacy-policy](http://www.transport.nsw.gov.au/content/user-privacy-policy).

## 19. Marketing

- 19.1 TfNSW have the right to disseminate information about the Challenge arrangements, Applications, the awarding of any Approved Applicants and other details related to the Challenge in their marketing and advertising that may be published on the web, in brochures or in other forms.
- 19.2 By submitting an Application, Approved Applicants agree to TfNSW's use of their name, likeness, image and photograph for publicity and promotional purposes for an unlimited period of time, without further notification or compensation. Approved Applicants acknowledge and agree that TfNSW will own the copyright in any video, images and photographs of them and in all material incorporating the video, image or photograph.

## 20. Miscellaneous

- 19.1 Applicants are responsible for obtaining their own independent legal and financial advice regarding these Terms and Conditions.
- 19.2 All times listed in these Terms and Conditions are Australian Eastern Daylight Time (AEDT) or Australian Eastern Daylight Savings Time (AEDST) during the times where Daylight Savings is in effect.
- 19.3 TfNSW reserves the right to amend these Terms and Conditions at any time during the Application Period.
- 19.4 These Terms and Conditions will be construed according to the laws of New South Wales and Applicants submit to the exclusive jurisdiction of the courts of that State.
- 19.5 "Including" is not a word of limitation.
- 19.6 Failure by TfNSW to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19.7 If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
- 19.8 A word importing the singular includes the plural (and vice versa).
- 19.9 If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions shall nevertheless continue in full force.
- 19.10 Nothing in these Terms and Conditions is to be interpreted against TfNSW solely on the ground that TfNSW put forward these Terms and Conditions or any part of them.
- 19.11 Applicants are responsible for obtaining independent legal advice before entering into any commercial agreement with TfNSW for the delivery of the Idea.