

Mentoring for Growth Program

Mentee Online Registration Terms and Conditions (January 2025)

Terms and conditions

In these Terms and Conditions, I/we/me/us mean the person registering to be a mentee in the Mentoring for Growth Program.

1. I will not, through my conduct and participation as a mentee in the Mentoring for Growth Program be deemed to be an employee, partner or agent of the Department.
2. I release (to the full extent permitted by law) the Department and the Mentor/s from and against any claim, actions, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss such as loss of profit, revenue, goodwill or business opportunities and damage to reputation) which may be brought against or made upon or incurred by the Department or a Mentor arising directly or indirectly out of:
 - a. my interpretation or use of any guidance provided by a Mentor or any act or omission made by a Mentor pursuant to the Mentoring for Growth Program, including any referral agreement I enter into with a Mentor or a third party;
 - b. any default by a Mentor in the provision of services under the Mentoring for Growth Program;
 - c. any infringement or alleged infringement of any intellectual property rights or moral rights as defined in the *Copyright Act 1968* (Cth).
3. I will not encourage or allow a Mentor to solicit for business from me prior to or during a Panel Meeting or Mentor Chat.
4. While attending a mentoring session, including but not limited to Panel Meetings, or Mentor Chats, my understanding is that the Mentor will draw on their knowledge and experience to challenge my commercial assumptions and offer strategic options that may assist me overcome challenges or achieve commercial objectives. The Mentor may also suggest the names of persons or organisations that may further assist me.
5. I warrant that, to the best of my knowledge, I do not and am not likely to have any conflict of interest in participating in the Mentoring for Growth Program. If a conflict or risk of a conflict of interest arises, I will immediately notify the Department and I will comply with the directions of the Department to manage such conflict or risk or a conflict of interest.
6. I will treat all confidential information of a Mentor or the Department (including any information generated as a result of the Mentoring for Growth Program that is marked as confidential or could reasonably be considered as confidential) as confidential and will not, without the prior written consent of the owner of the confidential information, disclose or permit the confidential information to be disclosed to any other person, except as permitted by law or to the Mentee's own employees who are under an obligation to keep such information confidential.
7. I acknowledge that title to, and intellectual property rights in all Mentoring for Growth Program material, vests in the Department. Title to intellectual property rights in relation to anything created by a Mentor in relation to my business, in the course of the Mentor's participation in a Panel Meeting, vests upon its creation in me. A Mentor's existing intellectual property rights remain with the Mentor as the current owner.
8. I will, as and when reasonably requested by the Department, provide progress reports in relation to my participation in the Mentoring for Growth Program.

9. These terms and conditions will continue for the duration of my participation as a Mentee in the Mentoring for Growth Program.
10. My participation in the Mentoring for Growth Program may be terminated by either the Department or myself on giving the other reasonable prior written notice of such termination. Subject to clause 2(b) termination may be effective immediately or at a time nominated by the party giving notice.
11. The Department may vary these terms and conditions on notice to you.
12. Unless expressly provided for in these terms and conditions, this arrangement is governed by the laws of the State of Queensland.
13. I have read, acknowledge and agree to the Department's privacy collection notice.
14. I agree that when receiving a Mentor's services under the Mentoring for Growth Program, I will not rely on any information provided by a Mentor and will carry out my own due diligence prior to considering whether or not the information is suitable for my business. To remove any doubt, I fully accept all responsibility regarding the use of any information provided by a Mentor under the Mentoring for Growth Program.

Definitions

Department - means the State of Queensland represented by the Department of Customer Services, Open Data and Small and Family Business.

Mentor/s - means the person/s that provide/s the mentoring assistance to the Mentee.

Mentor Chat means a one on one or small business discussion with a Mentor/s for the purpose of receiving the mentoring services either in person, by telephone or videocall.

Mentoring for Growth Program - means the "mentoring for growth", "mentoring for investment" and "mentoring for export" programs (or other mentoring programs) offered by the Department.

Panel Meeting/s – an official Mentoring for Growth Program session.