

COMPETITION TERMS

Schedule to the Terms

1. Competition	Design the 2019 ABP Graduation Gift
2. University	The University of Melbourne [ABN 84 002 705 224], of Parkville, Victoria 3010, Australia
3. Competition Website (clause 1)	http://unimelb.edu.au/be150/graduationgift
4. Time Zone (clause 3)	Victoria, Australia
5. Competition Period (clause 4)	Competition Period commences: Friday, 1 November 2019
	Competition Period ends: 11:55pm on Sunday 10 November 2019
6. Entry Restrictions (clause 5)	<p>Eligibility:</p> <p>Entry for the competition is only open to current students of the University of Melbourne who are eligible to graduate at the December 2019 ABP graduating ceremony. This includes students enrolled in the following programs:</p> <ul style="list-style-type: none">• Bachelor of Environments• Bachelor of Design• Master of Architecture• Master of Construction Management• Master of Landscape Architecture• Master of Property• Master of Urban and Cultural Heritage• Master of Urban Design• Master of Urban Planning• Graduate Certificate in Environmental Design• Graduate Diploma in Property Valuation• Graduate Research• Master of Philosophy• Doctor of Philosophy <p>Entry is only open to students who, during the Competition Period, are residents of Victoria, Australia.</p>
7. Entry Method (clause 6)	<p>To enter the Competition, entrants must:</p> <ul style="list-style-type: none">• Respond to the competition theme and the brief via submission of the online template.

8. Maximum Number of Entries (clause 7)	Each entrant may only enter the Competition once.
9. Use of Personal Information (clause 9(d))	<p>In addition to clause 9, each entrant agrees that the University may:</p> <p>(a) use their name and contact details for each entrant to receive ongoing University communication and marketing material not related to this Competition;</p> <p>(b) provide their name and contact details to third name party(s) named here only for the purpose of conducting the Competition and/or distributing the Prize (name third party(s) and include link to the third party's privacy statement).</p>
10. Privacy Laws (clause 9)	<i>Privacy and Data Protection Act 2014 (Vic)</i>
11. Privacy Policy (clause 9)	https://policy.unimelb.edu.au/MPF1104
12. Privacy Contact Details (clause 9)	<p>The University of Melbourne</p> <p>Department: Faculty of Architecture, Building and Planning</p> <p>Name: Rees Quilford</p> <p>Telephone number: (03) 9035 4349</p> <p>Email address: reesq@unimelb.edu.au</p>
13. Content (clause 10)	Any materials submitted by an entrant via the Competition including but not limited to responses, comments, written material, presentations, recordings, video, blogs, images and prototypes.

<p>14. Use of Competition Entry (clause 11(b))</p>	<p>In addition to clause 11, each entrant licenses and grants the University and its affiliates a non-exclusive, fee-free, royalty-free, perpetual, world-wide, irrevocable and sub-licensable right to use, reproduce modify, adapt, publish and display their entry (including Content):</p> <ul style="list-style-type: none"> (a) for all the University's ongoing promotional activities (such as reprogramming, advertising, marketing material, media releases, printed material, use on the University's website and social media channels), and includes promotional purposes not related to this Competition; (b) for all the University's promotional and educational purposes (such as local, national and conference, seminar and lecturer presentations), and includes educational activities not related to this Competition; (c) for all the University's reporting obligations (such as reporting to local, national and international external entities and individuals including governmental agencies, sponsors, partners, collaborators and stakeholders), and includes reporting activities not related to this Competition.
<p>15. Judging Details (clause 14)</p>	<p>GAME OF SKILL</p> <p>This is a game of skill and chance plays no part in determining the Winner. The Competition entries will be judged based on creative merit and originality by a panel established by the University on 11 November 2019.</p>
<p>16. Winner (clause 14)</p>	<p>The Competition Winners are as follows:</p> <p>Undergraduate category</p> <ul style="list-style-type: none"> (a) 1 first-placed winning entrant; <p>Graduate category</p> <ul style="list-style-type: none"> (b) 1 competition winner. <p>Graduate Research category</p> <ul style="list-style-type: none"> (c) 1 competition winner. <p>In the event that no entries are received in a given category no winner shall be named for that category.</p>

17. Prizes (clause 15)	<p>The first-place winner in each category will receive cash to the value of AUD\$250 (inclusive of all taxes).</p> <p>In the event that no entries are received in a given category no prize shall be awarded for that category.</p>
18. Winner Notification (clause 16)	Each winner will be contacted in writing via their submitted contact details by 5pm on 11 November 2019.
19. Claim Prize (clause 17)	Each Winner must contact the University by 5pm on 11 November 2019.
20. Replacement Winner (if required) (clause 18)	The re-selection of the Winner (if required) will take place in accordance with the same Judging Details as specified in item 15 of the Schedule Sunday 18 August 2019.
21. Replacement Winner Notification (if required) (clause 18)	Any Replacement Winner will be contacted in writing via their submitted contact details by 5pm on 12 November 2019.
22. Replacement Winner Claim Prize (if required) (clause 18)	Any Replacement Winner must contact the University in accordance with the same Claim Prize requirements as specified in item 19 of the Schedule by 5pm on 12 November 2019.

General Terms

ENTRANTS

1. By entering the Competition, you agree to be bound by the Terms of the Competition. The Terms governing the Competition include these General Terms, the Schedule to these Terms and any instructions relating to the Competition on the Competition Website. Only entries that comply with the Terms will be considered valid entries to this Competition.
 2. Any capitalised terms used in these General Terms have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms (**Schedule**) and these General Terms, the Schedule will take precedence.
 3. **Time Zone.** All times and dates in the Terms refer to the Time Zone in operation at the time of the Competition.
 4. **Competition Period.** The Competition will be conducted during the Competition Period. The University is not responsible for any entry that is not received by the University during the Competition Period, for whatever reason. Incomplete or indecipherable entries will not be accepted.
 5. **Entry Restrictions.** Eligibility to enter the Competition is subject to the Entry Restrictions. If entrants under the age of 18 are eligible to enter this Competition, they must have the consent of their parent or guardian to enter the Competition.
 6. **Entry Method.** To enter the Competition, entrants must enter the Competition in accordance with the Entry Method (and any other entry details provided by the University on the Competition Website) during the Competition Period. If entrants are required to enter the Competition via a social media platform, each entrant must have an applicable social media account set to public during the Competition Period and must comply with the relevant social media terms and conditions.
 7. **Maximum Number of Entries.** Entrants can enter the Competition up to the Maximum Number of Entries. Entries must be submitted separately, and entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.
 8. Each entrant is responsible for their own travel and other costs associated with entering the Competition.
 9. **Use of Personal Information.** By entering this Competition each entrant agrees that:
 - (a) the University may use their name and contact details for the purpose of conducting the Competition, including complying with its relevant regulatory obligations;
 - (b) the University may publish the Winner's name in compliance with its regulatory obligations in conducting this Competition;
 - (c) at the University's request, the Winner will take part in the University promotional activities which
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may include their name and image published in the University's promotional materials (such as the University's website, marketing materials, advertising, printed materials and social media channels) and for ongoing promotional activities not related to this Competition; and

- (d) the University may use their personal information for the additional purposes identified in Use of Personal Information (item 9 of the Schedule).

Privacy Laws and Privacy Policy. Under Privacy Laws, 'personal information' means any recorded information or opinions (whether true or not) that identify an individual or allow an individual to be identified. The University is committed to protecting personal information provided by you in accordance with Privacy Laws. The University has a comprehensive privacy policy addressing issues relating to the use, collection, security and access to personal information available at the Privacy Policy. All information collected by the University is governed by the Privacy Policy. For further information about how the University deals with personal information, please refer to the Privacy Policy or contact the University's Privacy Officer at privacy-officer@unimelb.edu.au.

Privacy Contact Details. You may access any personal information you have provided by contacting the University staff member identified in the Privacy Contact Details.

10. **Content.** Entrants agree that they are fully responsible for any Content. The University is not liable in any way for such Content to the full extent permitted by law and may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the University may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children under 14, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the University for any breach of the above terms.

11. **Use of Competition Entry.** As a condition of entering this Competition, each entrant licenses and grants the University and its affiliates a non-exclusive, fee-free, royalty-free, perpetual, world-wide, irrevocable and sub-licensable right to use their entry (including Content) for:

(a) the purposes of conducting and promoting the Competition; and

(b) the additional purposes identified in Use of Competition Entry (item 14 of the Schedule).

The University will not enter into commercial arrangements or directly profit from the licence.

12. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the University, including but not limited to technical difficulties, unauthorised intervention or fraud, the University reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) to disqualify any entrant; or

(b) to modify, suspend, terminate or cancel the Competition, as the University deems appropriate.

13. Except for any liability that cannot by law be excluded, including any statutory consumer guarantees provided under the consumer protection laws of Australia, the University (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition.

WINNER

14. **Judging Details and Winner.** The Winner will be determined from the valid Competition entries received by the University in accordance with the Judging Details.

15. **Prize.** The Prize will be awarded as specified in the Schedule. The Prize values are the recommended retail value as provided by the relevant supplier, are in Australian dollars, are correct as at the time of the commencement of the Competition Period and are inclusive of all taxes. If the Prize is in the form of a gift voucher the Winner must comply with the gift voucher's terms and conditions. The Winner must claim the Prize in accordance with Claim Prize. Please allow at least 28 days from the date of notification for the delivery of the Prize. Transport to claim the prize is not part of the prize and is the sole responsibility of the Winner. The Prize cannot be exchanged or redeemed for other goods, services, cash or credit. If, for some reason the Prize is unavailable, the University reserves the right to substitute the Prize for a prize of equal or greater value.

16. **Winner Notification.** The Winner will be notified in accordance with Winner Notification. The Winner may also be announced in accordance with clause 9(b) above.

17. **Claim Prize.** If the Winner does not comply with these Terms and/or does not claim the Prize in accordance with Claim Prize, the University reserves the right to select a replacement winner from the remaining valid entries in accordance with clause 14 above.

18. **Replacement Winner.** If a winner re-selection is required, the selection of the replacement winner will be conducted by the University in accordance with Replacement Winner. The Replacement Winner will be notified in accordance with Replacement Winner Notification. The Replacement Winner may also be

announced in accordance with clause 9(b) above. The Replacement Winner must claim the Prize in accordance with Replacement Winner Claim Prize.

19. The entrants are not agents of The University of Melbourne and must not convey that impression to anyone.
20. The result of the Competition is final and no correspondence will be entered into.