

Road to Endeavour competition terms

Schedule to the Terms

1. Competition	Road to Endeavour Competition
2. University	The University of Melbourne [ABN 84 002 705 224], of Parkville, Victoria 3010, Australia
3. Competition Website (clause 1)	[endeavour.unimelb.edu.au]
4. Time Zone (clause 3)	Victoria, Australia
5. Competition Period (clause 4)	Competition Period commences: [11.59pm] on Monday 20 March 2023
6. Entry Restrictions (clause 5)	<p>This is a team contest. The whole team must participate to be eligible. Individuals are not eligible to enter the Competition on behalf of the rest of the team.</p> <p>1. Entry and participation in Road to Endeavour is only open to teams of The University of Melbourne's students who satisfy the following criteria (Team or Teams):</p> <p>(a) are developing a team project for submission to the Endeavour Engineering & IT Exhibition, Semester 2, which will be held on [24 May 2023] (Project); and</p> <p>(b) submit an entry during the Competition Period.</p> <p>(c) whose industry partner provides consent in accordance with clause 14;</p> <p>(d) whose members each sign and return the University's 'Road to Endeavour Social Media Prize Consent Deed', available at link: https://endeavour.unimelb.edu.au/students/road-to-endeavour</p>
7. Entry Method (clause 6)	<p>The Competition is conducted, as follows.</p> <p>(a) Each Team must submit an entry in accordance with these Terms and the instructions available on the Competition Website.</p> <p>(b) Each Team must:</p>

	<p>(c) Create a public Instagram account, and use it to publicly promote their project;</p> <p>(d) Collect consent from any person or business featured in public posts prior to releasing content;</p> <p>(e) Keep confidential any intellectual property which is not owned by the team;</p> <p>(f) Posts shared by teams participating in the Road to Endeavour may be reshared for University of Melbourne or event organisers, JT Production Management.</p> <p>(g) Judges will assess teams based on both quantity of interaction with the campaign and quality of material shared.</p>
8. Maximum Number of Entries (clause 7)	Each entrant may only join one Team and enter the Competition once.
9. Use of Personal Information (clause 9(d))	<p>In addition to clause 9, each entrant agrees:</p> <p>(a) to post on social media (which may contain an entrant's image, name and/or voice) and therefore publicly available for the purpose of judging the Competition in accordance with item 15 of the Schedule; and</p> <p>(b) that the University may publish posts (in full or part) which may contain an entrant's image, name and/or voice, in the University promotional materials, (such as the University's website, marketing, advertising, printed materials and social media channels) for the University's ongoing promotional activities not related to this Competition.</p>
10. Privacy Laws (clause 9)	<i>Privacy and Data Protection Act 2014 (Vic)</i>
11. Privacy Policy (clause 9)	http://policy.unimelb.edu.au/MPF1104
12. Privacy Contact Details (clause 9)	<p>The University of Melbourne</p> <p>Faculty of Engineering and Information Technology</p> <p>Michelle Bellino</p> <p>T: +61 3 8344 783</p> <p>E: michelle.bellino@unimelb.edu.au</p>
13. Content (clause 10)	Any materials submitted by an entrant via the Competition including but not limited to videos, blogs, vlogs, responses, written material, presentations, comments, recordings, 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, edit, reproduce modify, adapt, publish and display their entry (including Content):</p> <p>(a) for all the University’s ongoing promotional activities (such as resharing, 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.</p>
<p>15. Judging Details (clause 15)</p>	<p>GAME OF SKILL</p> <p>This is a game of skill and chance plays no part in determining the Winner. The promotional videos uploaded to social media will be judged by a Judging Panel on the basis of:</p> <ol style="list-style-type: none"> 1. Accessibility to the general public 2. Engagement of Presenters 3. Professionalism 4. Public engagement (informed by interaction with social media posts) will also be considered
<p>16. Winner (clause 15)</p>	<p>The Competition Winners are as follows:</p> <ol style="list-style-type: none"> (a) 1 first-placed Team Winner (b) 1 second-placed Team Winner (c) 1 third-placed Team Winner
<p>17. Prize (clause 16)</p>	<p>The Prizes are as follows:</p> <ol style="list-style-type: none"> (a) First-placed Team Winner will receive [studentship payment] to the value of AUD\$1,000 (inclusive of all taxes); and professional video or photography images for use in future promotion of their project. (b) second-placed Team Winner will receive [studentship payment] to the value of AUD\$500 (inclusive of all taxes); and professional video or photography images for use in future promotion of their project. (c) third-placed Team Winner will receive [studentship payment] to the value of AUD\$300 (inclusive of all taxes);
<p>18. Winner Notification (clause 17)</p>	<p>Each Winner will be contacted via their submitted contact details by 5.00pm on Friday 2 June 2023 and announced at the Endeavour Industry and Awards Night on Wednesday 24 May 2023 and on the University’s website.</p>
<p>19. Claim Prize</p>	<p>Each Winner must contact the University by 5.00pm AEST on Friday 9 June</p>

(clause 18)	and: (a) confirm their email address to receive the Prize; or (b) collect the Prize in person by presenting proof of identity at an agreed time and location. Choose either or both options above as applicable.
20. Replacement Winner (if required) (clause 19)	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 on Friday 9 June
21. Replacement Winner Notification (if required) (clause 19)	Any Replacement Winner will be contacted via their submitted contact details by 5.00pm AEST on Monday 12 June 2023
22. Replacement Winner Claim Prize (if required) (clause 19)	Any Replacement Winner must contact the University in accordance with the same Claim Prize requirements as specified in item 19 of the Schedule by 5.00pm AEST on Friday 16 June 2023.

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 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. Each name, contact details and image are considered to be 'personal information' under 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 University's Privacy Policy.

You may access any personal information you have provided by contacting the Privacy Contact Details. The University is committed to protecting personal information provided by you in accordance with Privacy Laws. All information collected by the University is governed by the University's Privacy Policy. For further information about how the University deals with personal information, please refer to the University's Privacy Policy or contact the University's Privacy Officer at privacy-officer@unimelb.edu.au.

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 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.

14. **Industry partner consent.** If the Team's Project includes involvement with an industry partner, the University will use its best endeavours to obtain the industry partner's consent for the Team to participate in Stage 2 of the Competition. For the avoidance of doubt, without the industry partner's consent:

- (a) a Team cannot progress to Stage 2 of the Competition, even if the Team were selected in accordance with the Stage 2 selection process specified in item 6(2)(a) of the Schedule; and
- (b) the University reserves the right to select a replacement Stage 1 Team to participate in Stage 2 of the Competition.

WINNER

- 15. **Judging Details and Winner.** The Winner will be determined from the valid Competition entries received by the University in accordance with the Judging Details.
- 16. **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. 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.
- 17. **Winner Notification.** The Winner will be notified in accordance with Winner Notification. The Winner will also be announced on the University's website in accordance with clause 9 above.
- 18. **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 15 above.
- 19. **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 will also be announced on The University of Melbourne website in accordance with clause 9 above. The Replacement Winner must claim the Prize in accordance with Replacement Winner Claim Prize.
- 20. The Winner is not an agent of The University of Melbourne and must not convey that impression to anyone.
- 21. The result of the Competition is final and no correspondence will be entered into.