

Version control: 18 April 2019

Create It Competition

Terms and Conditions

These Terms and Conditions set out the terms of participation in the Create It Competition (the "Competition"). These Terms and Conditions include the Create It Competition - Competition Guidelines (available at https://100yoursea.com.au/wp-content/uploads/2019/04/Create-It-Comp_Competition-Guidelines.pdf). If there is any contradiction between the Terms and Conditions and the Create It Competition – Competition Guidelines, then the Terms and Conditions take precedence.

1. The promoter of the Competition is The Institution of Engineers Australia trading as Engineers Australia (the "Promoter") (ABN 63 020 415 510), Engineering House, 11 National Circuit, Barton, ACT, Australia.
2. Entry to the Competition is open to Australian residents and is free. An entrant must be an individual. Organisations (including bodies corporate) are ineligible to enter. Individual entrants under 18 years of age need to have the consent of their parent or guardian. Employees of the Promoter and any person associated with the Competition, or individual associated with the provision of the prize(s), are not eligible to enter.
3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.
4. The Competition opens at 9am AEDT on 19 April 2019 and closes at 5pm AEDT on 30 September 2019. ("Competition Period"). The Promoter reserves the right to extend the Competition Period by up to two weeks. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
5. To enter the Competition, you must:
 - a. Be an Australian resident;
 - b. Complete the online entry form at <http://100yoursea.com.au/create-it-comp> and follow the directions on the form;
 - c. Create an original idea and a visual representation to meet the following question:

If anything is possible, what will you create? If you had unlimited time, money, help, or skill, what would you invent, build, create, or engineer?

- d. Represent the idea as a pencil drawing, painting, or other 2 dimensional (2D) artwork of some kind; a photograph of a 3 dimensional (3D) item built to represent the idea; or a CAD or technical drawing. The visual representation must meet the following conditions for entry:
 - (i) It must be a high quality scan of the original artwork, a high resolution photograph (3508 pixels x 4961 pixels), or a high quality file, that can be printed at A3 size.
 - (ii) It must be in landscape format.
 - e. Write a description of the idea to accompany the visual representation that tells us what you designed and why you designed it. This written description must be 100 words or less.
6. You may enter the Competition only once.
7. To be eligible for a prize your entry must:
 - a. Fulfil the requirements in Clause 5;
 - b. Comply with these Terms and Conditions; and
 - c. Not breach any intellectual property rights of any other person.
8. All entries become the property of the Promoter and will not be returned to the entrants.
9. By submitting your entry to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in your entry and all other material provided by you to the Promoter pursuant to this Competition at any time.
10. Without limiting the rights granted to the Promoter under clause 10, you acknowledge the Promoter may exercise any of the following non-exclusive rights throughout the world at any time:
 - a. the right to display your entry in whole or in part to the public on any media platform and in any forum (whether electronic or in hardcopy) together with your name (and age, if you are under 18 years old); and
 - b. the right to provide a free download of your entry; and
 - c. the right to use your entry for promotional purposes other than in relation to this Competition.
11. You acknowledge that the Promoter may allow users to view, listen to, reproduce, download and otherwise deal in the copyrights attached to and embodied in your entry. The Promoter aims to ensure that any use of your entry not authorised by the Promoter will not occur, however you acknowledge that the Promoter is not equipped with mechanisms to prevent unauthorised use of your entry, and you accept that, to the extent allowable under the law, the Promoter has no liability to you for how the end user elects to use your entry, and as such

it may be permanently stored, reproduced, copied, distributed or the like, without recourse or remedy against the Promoter.

12. There are six (6) prizes to be won – one prize will be given per category. The Prizes are:

Category	Prize Description	Prize Amount
1. Primary school children	iPad Pro 11in 256GB wifi and Apple Pencil	\$1,648
2. High school children	iPad Pro 11in 256GB wifi and Apple Pencil	\$1,648
3. Engineering students and recent graduates (up to three years out)	iPad Pro 11in 256GB wifi and Apple Pencil	\$1,648
4. Adults who aren't engineers	iPad Pro 11in 256GB wifi and Apple Pencil	\$1,648
5. Engineering professionals	iPad Pro 11in 256GB wifi and Apple Pencil	\$1,648
6. People's choice prize	iPad Pro 11in 256GB wifi and Apple Pencil	\$1,648
	Total prize pool	\$9,888

13. Chance plays no part in determining the prize winners.

- a. The Promoter's panel of judges will individually assess each entry in categories 1-5 against the following elements:

- (i) The uniqueness and creativity of the idea;
- (ii) How relevant the idea is to the spirit of the competition – i.e. 'that anything is possible';
- (iii) Execution of the idea in the entry (i.e. how well the idea is represented in the drawing, artwork, or photograph); and
- (iv) How well-written the 100-word blurb is.

- b. Entries in each category will be judged only against other entries in that category.

- c. The people's choice winner will be chosen through a public voting process to be hosted on <http://100yearsea.org.au/create-it-comp>. Only one vote per IP address is allowed. Multiple votes from the same IP address will not be eligible. The entry with the highest number of eligible votes will win

14. Prize Winners will be notified no less than one calendar month after the close of the competition. Each Prize Winner will be required to provide additional materials comprising:

- a. Postal address to send the prize; and
- b. Any other contact information required to send the prize.

15. You warrant that:

- a. all details provided with your entry are true and accurate;

- b. you have all necessary rights and licences to grant the rights set out in these Terms and Conditions;
- c. your entry is your original work and has not been previously communicated to the public;
- d. your entry does not contain any other commercial or recorded music;
- e. you are the copyright owner or authorised licensor of all copyright works and subject matter comprising your entry;
- f. the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties;

and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

16. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions, and providing downloads and any communication of your entry to the public by the Promoter is at the complete discretion of the Promoter.
17. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee being paid to you.
18. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.
19. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prize/s to the prize winner/s of the Competition, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.
20. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
21. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.