

## TERMS AND CONDITIONS

By entering the UNSW Innovation Awards 2017 (the **Competition**), you agree to the following terms and conditions:

### 1. Competition Organiser

The organiser of the Competition is The University of New South Wales ABN 57 195 873 179, a body corporate established pursuant to the University of New South Wales Act 1989 (NSW) of UNSW Sydney NSW 2052, Australia (**UNSW**).

### 2. Who can enter

- 2.1. Entry for the following award categories is open to all current UNSW academic or professional staff ('staff' refers to full-time and part-time employees, employed on either a permanent or casual basis), students and alumni during the entirety of the period from Tuesday 15 August 2017 to Friday 15 September 2017 (**Participants**);
  - (a) UNSW Innovation of the Year 2017;
  - (b) UNSW Entrepreneur of the Year 2017; and
  - (c) UNSW Outstanding Startup 2017.
- 2.2. Teams involving individuals from outside of the category described in 2.1 (**External Participants**) are eligible to enter, provided the core innovation work has been led by an eligible Participant.
- 2.3. A Participant must be over 18 years of age at the date of submission.

### 3. Theme and Key Dates

- 3.1. The theme of the Competition is innovation. Innovation is a combination of ingenuity, creativity and execution. Innovation can be a product, a process, a technology, a market-based solution, or a service that has clear novelty and represents demonstrable benefits to the economy and society. Success in innovation is primarily driven by sustainable commercial and social impact.
- 3.2. The Competition commences at 5.00pm AEST on Tuesday 15 August 2017 and closes at 11.59pm AEST on Friday 15 September 2017, unless otherwise extended by UNSW at their sole discretion (**Competition Period**).

### 4. Application and Judging Criteria

- 4.1. Participants must comply with these Terms and Conditions to be eligible to win a prize.
- 4.2. To enter the Competition, Participants must, during the Competition Period:
  - (a) Address the required criteria (the **Judging Criteria**) in a Microsoft Word or PDF document;
  - (b) Clearly state their name, eligibility status (status as staff, student and/or alumni), a contact email address and telephone number;
  - (c) Limit their entry to no more than two written (2) A4 pages and provide one (1) to five (5) high-resolution photos of their innovation;
  - (d) In addition to clause 4.2(c), Participants may also submit a short video of no more than three (3) minutes of their innovation (this is optional);
  - (e) Submit their entry via email to [innovations@unsw.edu.au](mailto:innovations@unsw.edu.au).
- 4.3. An entry must be received in the form specified by clause 4.2 by the close of the Competition Period.
- 4.4. Entries MUST NOT contain information that can be considered confidential. If you have any doubts about whether the information you propose to submit is confidential (for intellectual property protection purposes) please seek clarification from **Werner Van Der Merwe** at the UNSW Division of Enterprise – [w.vandermerwe@unsw.edu.au](mailto:w.vandermerwe@unsw.edu.au)

- 4.5 Entries which are considered by UNSW to be offensive or otherwise inappropriate, defamatory, racist or otherwise unlawful will be deemed invalid and will be excluded from the Competition. In addition, entries that are not received during the Competition Period or that do not comply with these Terms and Conditions will not be valid entries and will be excluded.
- 4.6 UNSW reserves the right at any time, to verify the eligibility of Participants and the validity of entries, and to disqualify any Participant that does not meet the eligibility criteria in clause 2 of these Terms and Conditions, or who submits an entry that is not in accordance with these Terms and Conditions. All UNSW decisions about the eligibility of Participants and validity of entries will be final and no correspondence will be entered into.

## 5. How to win and prize details

- 5.1. This is a game of skill. Chance plays no part in determining the winner. The winners are decided by a panel of five (5) judges appointed at the sole discretion of UNSW (the **Judging Panel**). The selection of the winning entry will be based on the Judging Panel's assessment of the Judging Criteria.
- 5.2. Judges decisions are final and no correspondence will be entered into.
- 5.3. There will be one winner in each of the following categories:
  - (a) UNSW Innovation of the Year 2017;
  - (b) UNSW Entrepreneur of the Year 2017; and
  - (c) UNSW Outstanding Startup 2017;
- 5.4 The winning entry for 2017 UNSW Innovation of the Year Award will receive a prize of AUD\$10,000 in the form of a cheque.
- 5.5 The winning entry for 2017 UNSW Entrepreneur of the Year Award will receive a prize of AUD\$10,000 in the form of a cheque.
- 5.6 The winning entry for 2017 UNSW Outstanding Startup Award will receive a prize of AUD\$10,000 in the form of a cheque.
- 5.7 So that UNSW may confirm that a Participant has met the conditions set out in clause 4.2 of these Terms and Conditions, each Participant agrees to provide all reasonably requested information and documents to UNSW.
- 5.8 UNSW reserves the right to make its own independent enquiries to verify the information it receives from a winner under clause 5.7 of these Terms and Conditions.
- 5.9 Where UNSW decides that a winner has failed to satisfy the conditions set out in clause 4 of these Terms and Conditions, that Participant will not be eligible to receive their prize. UNSW decisions about the eligibility of winners to receive their prize will be final and no correspondence will be entered into.
- 5.10 The winners of 5.3(a) - (c) will be announced at the UNSW Innovation Summit on **Friday 22 November 2017**.
- 5.11 It is at the winner's discretion as to whether they share their prize with any External Participant.
- 5.12 Participants may enter in one or all categories but cannot receive more than one prize.

## 6. Prize unavailability and unclaimed prizes

- 6.1. In the event that a winner does not comply with the conditions set out in clause 5 of these Terms and Conditions, that Participant forfeits all rights to the prize (or proportion of the prize) and the prize (or proportion of the prize) will be deemed unclaimed. UNSW reserves the right to award the prize to another valid entry judged to be the next best entry by the Judging Panel. All of the Judging Panel's decisions are final and no correspondence will be

entered into. In such circumstances, the new winner will be notified via the email address or telephone number they specified when completing the Competition entry.

6.2. In the event that for whatever reason, a prize described above is unavailable, UNSW reserves the right to substitute for the unavailable prize, a prize of equal or greater value.

6.3. Prizes are not transferable or exchangeable.

## **7. Intellectual property and use of entries by UNSW**

7.1. Each entry remains the intellectual property of the Participant who submits it.

7.2. Each entry must be the original work of the Participant submitting the entry and must not be copied from any other person's work. By submitting an entry, each Participant warrants that the entry is their original work and they have not copied it from any other person's work. If an entry uses text or image that is someone else's work, that use must be with the consent of the owner of the work, and must attribute the author.

7.3. By submitting an entry, each Participant warrants that they have obtained the agreement and consent of each and any person who is identified in, or identifiable in, or from their entry, to submit the entry in the Competition and to UNSW publishing the entry in print or electronic or online media, and for UNSW to use their entry (in whole or in part) as provided for in these Terms and Conditions (including but not limited to clause 7.4).

7.4. By entering this competition, each Participant grants to UNSW a perpetual, non-exclusive, royalty-free licence to use, reproduce, adapt and communicate to the public their entry, either in full or in part, for research, education, promotional and marketing purposes of UNSW.

7.5. Each Participant consents to any act or omission by UNSW that would, in the absence of such consent, infringe the Participant's moral rights under the Copyright Act 1968 (Cth).

7.6. By entering this competition, each Participant warrants to and for the benefit of UNSW that their entry does not infringe the copyright, trade mark or other intellectual property rights of any person, and that their entry does not breach a contract with any person (including the terms of use of any website accessed by the Participant). Each Participant indemnifies UNSW from and against all losses, claims, expenses, damages and liabilities (including, without limitation, any taxes, fees, costs, levies or other imposts) which arise out of any breach of this agreement with UNSW by the Participant or any wilful, unlawful or negligent act or omission of the Participant.

## **8. Privacy**

8.1. By entering the Competition, each Participant is deemed to have expressly consented to the collection, storage, disclosure and use of their personal information for the purposes identified in these Terms and Conditions in accordance with the Privacy and Personal Information Protection Act 1998 (NSW) and all other applicable privacy legislation.

8.2. UNSW may collect, store and use personal information collected from or in relation to Participants in order to conduct the Competition and for related purposes referred to in these Terms and Conditions, and may, to conduct the Competition and for the related purposes, disclose such information to third parties including but not limited to UNSW Australia, other Australian universities, agents, contractors, prize suppliers, and, as required, to Australian regulatory authorities.

8.3. By entering the Competition, each Participant acknowledges and agrees that UNSW may, for an indefinite period, unless otherwise requested by the Participant in writing, collect, store, disclose and use all personal information collected by UNSW from or in relation to the Participant in connection with this Competition for promotional, marketing and publicity purposes. All such personal information will only be used and disclosed in accordance with UNSW [Privacy Policy](#).

8.4. Participants should direct any request to access, update, correct or withdraw consent to the use or disclosure of their personal information to:

UNSW Privacy Officer

Email: [privacy@unsw.edu.au](mailto:privacy@unsw.edu.au)

Web: <https://www.legal.unsw.edu.au/compliance/privacyhome.html>

Telephone: (02) 9385 8369

## **9. Limitation of Liability**

- 9.1. To the maximum extent permitted by law and subject to applicable law, in the case of the intervention of any outside act or event which prevents or significantly hinders UNSW's ability to proceed with the Competition on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, UNSW may in its absolute discretion cancel the Competition at any time and UNSW will have no liability to any Participant or any other person as a result of such cancellation.
- 9.2. To the maximum extent permitted by law and subject to applicable law, UNSW will not be liable for any misadventure, accident, injury, loss, cost, expense or claim (including but not limited to a claim for infringement of any copyright, trade mark or other intellectual property right, or any claim of a similar nature) that may occur or be sustained in connection with, or as a result of, a Participant's entry to the Competition.
- 9.3. UNSW's rights and obligations under these Terms and Conditions are subject to and limited by all applicable laws and regulations.

## **10. Contact Details**

Enquiries about this Competition should be directed to:

Ilona Sheridan  
Marketing Manager  
The Division of Enterprise

UNSW SYDNEY  
Rupert Myers Building  
UNSW NSW 2052  
Email: [i.sheridan@unsw.edu.au](mailto:i.sheridan@unsw.edu.au)

Please clearly specify if your enquiry needs to be held in confidence.