

Destination NSW – Vivid School 2020 Projection Challenge Terms and Conditions

1. General

- a. Registration instructions form part of these Terms and Conditions. Entries must comply with all of these Terms and Conditions to be valid.
- b. By registering for the Competition, the Entrant agrees to be bound by these Terms and Conditions.
- c. Any questions, comments or complaints can be directed to Destination NSW via email on legal.procurement@dnsw.com.au.

2. Promoter

- a. The Promoter is Destination NSW, the NSW Government's tourism and major events agency. ABN 52 890 768 976 of Level 2, 88 Cumberland St, Sydney, NSW, 2000.

3. Participating Countries

- a. Australia.

4. Eligibility and Entry Conditions

- a. The "Entry Period" is from 3 February 2020 until 11:59pm (Sydney Time) on 1 April 2020.
- b. An Entrant is as follows:
 - i. Entry into this Competition is free and open to primary and secondary classes (being Kindergarten to Year 12) which are part of schools that are recognised and governed as official education providers by the respective State and Territory Government Education Department across Australia. This means the classes are part of schools (non-Government or Government) that have received an official registration and accreditation by the respective State and Territory Government Education Department across Australia.
 - ii. Individual students and classes cannot enter by themselves.
 - iii. Students means those that are registered to attend a school which are recognised as official education providers by the respective State and Territory Government Education Department across Australia.
 - iv. The School enters the Competition on behalf of the class, a student and/or group of students at the school. The School is to be represented by an approved School Teacher or School Representative.
 - v. The School can enter the Competition as many times as they wish by lodging separate different applications. Multiple entries using the same application will not be accepted.
 - vi. The School warrants that they have the relevant permissions and approvals to enter this Competition from all relevant individuals, students, parents/guardians and Principal.
- c. The Promoter reserves the right to request verification of age, identity, residential address of the Entrant, Prize Winners and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final.
- d. The Promoter reserves the right to disqualify any individual and Entrant who is deemed to be involved in any way in interfering or tampering with the conduct of this Competition in any manner.
- e. All costs incurred by the Prize Winners must be borne by the Entrant and Prize Winners, unless these costs are specified by the Prize descriptions provided.
- f. Employees of the Promoter and/or its related companies and/or any agencies associated with the Competition, and members of their respective immediate families, are not eligible to participate in the Competition. "Immediate family" means spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural, or adopted by a parent), whether or not they live in the same household as the employee.

5. Entry Format and Structure

- a. Each Entrant is to submit a design application based on the following specifications:
 - i. 'Bold Geometry' - fitting shapes and colours into/onto the contours of the architecture of Customs House, Sydney
 - ii. Must ensure and warrant that the content:
 - 1. Does not bring the NSW Government and Destination NSW into disrepute,
 - 2. Be of family friendly nature,
 - 3. Must not be of a violent nature and/or not incite violence,
 - 4. Be respectful and be for general exhibition i.e. suitable for everyone to watch including children without supervision,
 - 5. Does not infringe on any cultural sensitivities,
 - 6. Complies with all relevant legislation, standards, cultural rules, regulations and codes,
 - 7. Is fit for the purpose of public viewing, and
 - 8. Does not and will not infringe the intellectual property rights or other rights of Destination NSW and any third party.
 - iii. Provided in the following format - 300dpi, A3 and one static frame in a PSD, JPG or TIF file
- b. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Terms and Conditions.
- c. Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Terms and Conditions.

6. Cheating, Abuse and Disorderly Behaviour

- a. Any Entrant may be disqualified from this Competition at the discretion of the Promoter for any failure to comply with these Terms and Conditions or cheating in any way such as:
 - i. Exploiting the application in any way or using the application in any way that circumvents the purpose and conditions of the Competition.
 - ii. Abusive behaviour, including any use of harassing, negative, or profane language in Entrant submissions will not be tolerated and will also constitute grounds for immediate disqualification.

7. Judging Process

- a. The Competition is based on skill and each Entry will be assessed on the following selection criteria, by a Panel of Judges:
 - i. 'Bold Geometry' - fitting shapes and colours into/onto the contours of the architecture of Customs House, Sydney
 - ii. Celebrating the architecture of Customs House, Sydney
 - iii. Creativity
 - iv. Originality
 - v. Must ensure and warrant that the content:
 - 1. Does not bring the NSW Government and Destination NSW into disrepute.
 - 2. Be of family friendly nature
 - 3. Must not be of a violent nature and/or not incite violence
 - 4. Be respectful and be for general exhibition i.e. suitable for everyone to watch including children without supervision
 - 5. Does not infringe on any cultural sensitivities
 - 6. Complies with all relevant legislation, standards, cultural rules, regulations and codes
 - 7. Is fit for the purpose of public viewing
 - 8. Does not and will not infringe the intellectual property rights or other rights of Destination NSW and any third party.
- b. 20 Prize Winners will be selected by the Judging Panel.
- c. The Judges' or the Promoter's decision is final and no further correspondence will be entered into.
- d. After the Promoter notifies the Prize Winners of the Prize, all future correspondence will then be between the Prize Winners and the Promoter.
- e. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any Entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions.

- f. The Promoter reserves the right to disallow any entry and/or refuse to award a Prize where false or misleading details have been given by the Entrant. The Promoter also reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

8. Timing

- a. There will be 20 Prize Winners selected from Entrants who have entered between the Entry Period. The Prize Winners will be selected once all Entries are evaluated based on the above criteria.

9. Prize Winner Notification

- a. 20 The Prize Winners will be notified by Destination NSW on/no later than 11:59pm on 1 May 2020

10. Prizes

- a. Prize – each winning entry as selected by the Panel of Judges will be displayed as a holding slide as part of the introduction to the projection show displayed at Customs House during Vivid Sydney 2020. The Promoter will have the right to determine the order of the holding slide and will have the right to edit or modify any part or all of the projection in order to ensure the slide show will be collated in line with the proposed vision for the projection show.

General

- a. The Prize must be taken as outlined above.
- b. All Prizes are non-transferable, non-exchangeable, non-replaceable and non-redeemable for cash. Prizes must be taken as offered. No modifications or exchanges will be possible. The Promoter accepts no responsibility for any variation in the value, performance or availability of the holding slide projection on Customs House, Sydney.
- c. In the event that for any reason whatsoever a Prize Winner does not take an element of the Prize at the time agreed by the Promoter then that element of the Prize will be forfeited by that Prize Winners and cash will not be awarded in lieu of that element of the Prize.

11. Publicity Release, Use of Personal Information

- a. The Promoter will collect information (including personal information) from all entries and use it for the purposes of the Competition and for its purposes. Entrants consent to the Promoter disclosing information, including personal information, to third parties for the purposes of the Competition. All personal information provided by Entrants will be held by the Promoter in accordance with the Promoter's privacy policy.
- b. By submitting an entry, Entrants agree to their entry being made available for public viewing. Entrants acknowledge and agree that the Promoters may at any time in its absolute discretion remove, modify or not display entries submitted for this Competition. This includes (without limitation) any entry which (in the sole opinion of the Promoter) is defamatory, contrary to public standards of decency or otherwise judged inappropriate or offensive.
- c. The Promoter is not responsible or liable in any manner for any content or materials posted in relation to this Competition.
- d. By accepting the Prize, the Prize Winner consents to the Promoter using their details for promotional, media and marketing purposes. This may include access to the students or the class for promotional, media and marketing purposes.
- e. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify the Competition.
- f. The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as Prizes. The Promoter is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by it, or its agents, in connection with the arrangement for supply, or the supply, of any goods or services connected with this Competition.
- g. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any Entrants or Prize Winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any Prize, or death except for any liability that cannot be excluded by law.

- h. If this Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process.
- i. Under Privacy law, Entrants may access personal information that the Promoter holds about them and seek correction of that information at any time. If Entrants no longer wish the Promoter to notify them of initiatives that the Promoter considers may be of interest to them, they may notify the Promoter by email: legal.procurement@dnsw.com.au. If Entrants choose this option, the Promoter will destroy any personal information that it holds about them. You can obtain a copy of the Promoter's privacy policy at its website: <http://www.vividsydney.com/privacy>
- j. The Entrant/Prize Winner gives permission for Destination NSW (or its third party cameraperson/photographer) to film, photograph and record any content involving the Entrant/Prize Winner. Destination NSW (and relevant third party tourism stakeholders) will use the photographs, audio and video for marketing and promotional purposes including books and for webcasting and publishing purposes. The permission is given on a free of charge, royalty free, worldwide, right to edit, in perpetuity and without further approval basis.
- k. You consent to and must ensure each of your students and contractors consents to Destination NSW doing anything in respect of the intellectual property rights assigned or licensed to Destination NSW under this Competition which would otherwise breach the moral rights of the affected party granted to it by the *Copyright Act 1968 (Cth)*.

12. Exclusion of Liability

- a. By registering for this Competition each Entrant and subsequent Prize Winners assumes sole liability for any personal injury and/or damage to property caused or claimed to have been caused to him or her as a result of or in connection with participating in this Competition.
- b. These Terms and Conditions do not affect, and are not intended to affect, any rights or remedies a consumer might have, which cannot be excluded under applicable consumer protection laws.

13. Governing Law and Jurisdiction

- a. These Conditions of Entry are governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of its courts for the resolution of any dispute, difference, controversy or claim arising in connection with these Terms and Conditions and/or this Competition.

14. Other

- a. Any changes to the content and application if determined as a Prize Winners must receive Destination NSW's prior written approval before being undertaken.
- b. The Entrant retains ownership of the application and projection content.
- c. Awards - If the Entrant wishes to enter into any awards, the prior written approval is required from Destination NSW.
- d. The Prize Winners will be required and/or be available to provide promotional, media and marketing material including the following for marketing, media and promotional purposes on the following basis: free of charge, royalty free, worldwide, right to edit, in perpetuity, no credit and without further approval;
 - i. Renders
 - ii. Descriptions
 - iii. School names and class names
 - iv. Behind the scenes footage and photographs
 - v. Other agreed footage and photographs (including class photos where approved by the students parent and/or guardian)
- e. The Prize Winners consent to and must ensure each of the students, employees and contractors consents to Destination NSW doing anything in respect of the intellectual property rights assigned or licensed to Destination NSW under this contract which would otherwise breach the moral rights of the affected party granted to it by the *Copyright Act 1968 (Cth)*.
- f. The Prize Winners consent to the entry being projected onto Customs House during Vivid Sydney 2020. The Prize Winner acknowledges that the entry will be available for members of the public to take photographs and video.

15. **Modifications**

- a. Should there be any modification or variation to this Competition, changes will be published on the vividydne.com website.