

RMIT Store Design Brief Competition – Terms and Conditions of Entry

Details

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| 1) Name | RMIT Store Design Brief Competition | |
| 2) Duration | Entries Open: | Monday 25 July 2022, Melbourne |
| | Entries Close: | Sunday 21 August 2022, Melbourne |
| 3) Entrants | <ul style="list-style-type: none"> • Currently enrolled students (international and domestic) of RMIT University (with a valid student ID & RMIT student login), who are residents of Victoria, Australia. • Entrants must be at least 16 years old. If you are under 18 years old, you must have your parent's or guardian's consent to enter this Competition, & we may award any prizes to your legal guardian in our sole discretion. • Staff of RMIT & their immediate family may not enter the Competition. "Immediate family" means mum, dad, brother, sister, step-parent, or step-sibling. | |
| 4) Entries | <p>Entries must be submitted by email between Entries Open and Entries Close to melanie.sordello@rmit.edu.au. Entrants may enter multiple times, but each Entry must be submitted in a separate email.</p> <p>The subject line of email Entries must be formatted as '<Entrant's full name> - <relevant design brief>'. For example, 'Melanie Sordello – Icon Tee'.</p> <p>Entries must include:</p> <ul style="list-style-type: none"> • High resolution images of the Entrant's final design in .jpg or .pdf, and vector art or.eps format. We may contact you and request that you provide higher resolution images, and if you are unable to do so we may decide not to evaluate your Entry and it will be ineligible to win a Prize. • A description of the Entrant's print design for this Competition. Design Briefs can be accessed at https://www.campusstore.rmit.edu.au/pages/competitions. This description must include a short 200–250-word statement about what China means to them, their connection with China, and how that connection has contributed to their RMIT experience. • A summary of the computer programs and methods used to produce the Entrant's design. For example, 'Photographed subject using Canon camera, and edited in Adobe Lightroom'. • The Entrant's full name, RMIT student number, and RMIT course title. | |
| 5) Prize/s | <p>The Prize pool value is AU \$500 to be won in this Competition:</p> <p>If you win a Prize and accept it, you will be agreeing to give us permission to use the content in your winning Entry, including so that we can design, manufacture and sell merchandise based on that Entry. See clause 5.1 for full details.</p> | |
| 6) How to win | <p>This is a game of skill. Chance plays no part in determining the Winner.</p> <p>The Winner will be determined by a panel of judges</p> <ul style="list-style-type: none"> • Judging will occur after Entries Close. • The judges (who will be appointed by us) will select 1 eligible Entries which responds to Design Brief based on their skill, creative merit and response to the brief. • We will contact the Winners within 3 business days of judging. • If we do not hear from the Winner within 14 days of contacting them, or that Winner does not want to accept the Prize and enter into an agreement with RMIT University, we may in our discretion select a replacement, Winner. | |

1 This Competition

1.1 This promotion (**Competition**) is run by RMIT University (ABN 49 781 030 034) (the **RMIT / we / us / our**) on these terms, including the Details above (**Terms**). By entering the Competition, Entrants (**you / your**) agree to these Terms.

2 Prizes

2.1 If any Winner does not take or claim a Prize in the time specified by us at the time of notification, they forfeit the Prize & we are not obliged to substitute the Prize. Any ancillary costs associated with redeeming or taking the Prize are not included.

2.2 If there is a dispute about the conduct of the Competition (including the identity of a winner) the decision of RMIT is final & binding on each Entrant & no correspondence will be entered into.

3 Privacy and publicity

3.1 We will deal with all personally identifying information you provide to us in accordance with [our Privacy Policy](#). In addition to collecting, storing & using your personal information in accordance with our Privacy Policy, we may also subscribe you to receive relevant communications from us when you enter the Competition. You can opt out of these by emailing us & asking to be removed or unsubscribed.

3.2 By entering this Competition, you consent to us using & publishing (and authorising others to use & publish), in any medium and on any platform, any and all content in your Entry, including your name or anything else that identifies you for the purposes of marketing or promoting RMIT and the RMIT Store, or for the purpose of determining which Finalists are the Winners of this Competition through panel members.

4 IP

4.1 **Intellectual Property** (or **IP**) includes all unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, moral rights, confidential information, patents, inventions, discoveries & domain names.

4.2 You promise your Entry is based on your original ideas & that you have not copied anything from any third party. Your Entry must not be based on, or substantially reproduce: any other entry or idea which you have previously submitted in another competition, promotion, tender process, request for funding, application, assignment, exam or other assessment process for any educational institution; or anything which you have developed in the course of your employment. Your Entry must not infringe any third-party IP rights or contain confidential information which you do not have the right to include.

4.3 As a condition of accepting their Prize, all Winners

agree to grant us and our affiliates a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, and sub-licensable licence to use, reproduce, modify, adapt, publish, and display all IP subsisting in their Entries for any purpose, including designing, manufacturing and/or selling merchandise based wholly or partially on their Entries. Winners consent to us doing or omitting to do anything which would otherwise infringe their moral rights; however we will use our best endeavours to ensure any content or merchandise based on your Entry that we produce, manufacture or publish is attributed to you.

4.4 Winners must provide all reasonable assistance to us in relation to the design, manufacture and sale of merchandise based on their winning Entries, including by participating in associated marketing campaigns.

4.5 If your Entry depicts another person, you need to have their permission before you submit the Entry, & you confirm they agree to have the Entry dealt with in accordance with these Terms, including the section on Privacy and publicity above.

4.6 If the Competition involves the publication of Entries on a website, we accept no responsibility or liability where an Entrant's photos, images or other Entry are downloaded from the website by any persons, & for any matters after such download. We may, in our absolute discretion, edit, modify, delete, remove, or take down any part of an Entry, or decline to publish any Entry or portion of an entry for any reason whatsoever. We will not be liable for any Entries, to the extent permitted by law.

5 Acceptable behaviour

5.1 All RMIT's [policies](#) as well as those otherwise published on our websites apply to your conduct during the Competition, including your activities on relevant social media. Depending on its nature, if you engage in behaviour which is not acceptable, we may give you a warning, or disqualify you. If the behaviour is captured by another university policy, you may also be dealt with under that policy.

5.2 We don't tolerate behaviour which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit, or pornographic, defamatory, bullying, trolling, illegal or violent. This includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, & unwelcome sexual attention.

5.3 You must not use the Competition to publish or send malicious content (e.g., phishing, viruses) or spam (unsolicited commercial electronic communications). You may not use any sites related to the Competition

for any unlawful purposes, fraud, or to conduct or promote illegal activities. Your Entry must not contain inappropriate, offensive, or malicious material or code.

6 Liability & warranties

- 6.1 To the extent permitted by law, the Competition & associated services are provided on an “as is” basis, without any warranties, express or implied. Neither we nor our affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition. To the extent permitted by law, neither us nor our affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable (**loss**). You enter the Competition, accept, or participate in any Prizes, & engage with us, our affiliates, & other participants & attendees, at your own risk.
- 6.2 It is a condition of accepting a Prize that a Winner may be required to sign a legal release as determined by the us in our absolute discretion prior to receiving a Prize.
- 6.3 Nothing in these Terms restricts, excludes, or modifies, or purports to restrict, exclude or modify any statutory consumer rights under any applicable law, including the *Competition & Consumer Act 2010* (Cth).
- 6.4 If the Competition is conducted or promoted via a social media site or third-party media channel, you acknowledge that the competition is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

7 General

- 7.1 If you don't comply with these Terms, you may be disqualified. We reserve the right to add, withdraw, reschedule, vary, or substitute Prizes.
- 7.2 We may cancel, stop, postpone or suspend the Competition at any time if an unforeseen incident occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Competition, or if the Competition is otherwise not able to be run as planned (including computer viruses, communications network failures, bugs, tampering, unauthorised interventions, fraud, other technical failures, strikes, lockouts, industrial disputes, civil commotions, riots, epidemics and shutdowns). If the Competition is cancelled, suspended, or stopped partway through, we may, but are not obliged to, require the judges to select a winning Entry from those submitted at or before the Competition is to be stopped. We reserve the right to change these Terms, or otherwise modify the Competition, at any time

without prior notice in our sole discretion.

- 7.3 These Terms are governed by the laws of Victoria. If any of these Terms are or become invalid, at our option, the relevant part is severed, & doesn't affect the validity of the remaining parts. Neither of us, nor you, are (nor can you represent yourself to be) an employee, partner, agent or other representative of the other. A waiver must be in writing & signed. We don't waive a right if we fail to or delay exercising it. References to time are to the time in Melbourne. References to the singular include the plural & vice versa.
- 7.4 We accept no responsibility for any tax implications & you must seek your own independent financial advice about the tax implications relating to the Prize or acceptance of the Prize.
- 7.5 We reserve the right to validate & check the authenticity of Entries & your details (including an identity & age). If you cannot provide suitable proof to validate your Entry, you will forfeit the Prize in whole. We're not responsible for unsuitable, lost, deleted, late or misdirected entries. We're not responsible for technical difficulties with the entry mechanism & we can't guarantee that the entry mechanism will be available at all times.
- 7.6 Entries are deemed to be received at the time of receipt by us & not at the time of transmission or deposit by the entrant. Our records are final & conclusive as to the time of receipt. Once submitted, entries cannot be altered or deleted. Incomplete or illegible entries will be deemed invalid.
- 7.7 We may disqualify any Entrant who tampers with any Entry (or Competition process), or who submits an entry which is not in accordance with these Terms or who the Promoter has reason to believe has breached any of these Terms or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair & proper conduct of the Competition.