

2016 Urban Land Institute Urban Innovation Ideas Competition

Competition Terms and Conditions

Issued: 23 August, 2016

Introduction

- 1 Instructions on how to enter and the prize forms part of the terms and conditions. By participating, entrants agree to be bound by these terms and conditions.
- 2 The promoter is the Urban Land Institute Australia ABN 91 608 265 630 (**Promoter**).
- 3 The Promoter has secured a number of project partners to support the competition.
- 4 The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes either has tampered with the entry process, has an unfair advantage, or has submitted an entry that is not in accordance with these terms and conditions.
- 5 The Promoter acknowledges and agrees that its employees and officer bearers are not entitled to submit an entry in the competition.

The Competition

- 6 The competition will commence on 23 August 2016 and proceed in 2 stages (**Competition Period**). Only those entries shortlisted following Stage 1 will proceed to Stage 2. The Promoter will announce the Competition winner as soon as is practicable following the closing of Stage 2. The latest date for the announcement of the Competition winner will be 9 December 2016.
- 7 The Promoter reserves their right to update and amend these terms and conditions, the competition brief and key dates of the competition at any time during the Competition Period.
- 8 Subject to these terms and conditions, the proposed key dates of the Competition are:
 - (a) Stage 1 of the competition commences at 9.00am (Brisbane time) on 23 August 2016;
 - (b) Stage 1 of the competition to close at 11.59pm (Brisbane time) on 20 September 2016;
 - (c) Stage 2 of the competition to commence at 12.01am (Brisbane time) on 10 October 2016; and
 - (d) Stage 2 of the competition to close at 11.59pm (Brisbane time) on 1 November 2016.
- 9 Entrants must, during the Competition Period, follow the prompts on the competition entry page at <http://www.urbaninnovations.com.au/> and detailed in the competition brief. The entry must consist of the requirements listed in the competition brief, and when submitted must be reasonably accessible and able to be opened for viewing by the Promoter, to be eligible to win the competition.
- 10 The Promoter in its absolute discretion reserves the right not to award prizes for either stage of the competition, should on the recommendation of the jury, the entries do not meet the criteria and quality required by the Promoter.

- 11 The Promoter will, in conjunction with the Competition, hold a popular vote contest following Stage 1 of the Competition.

Competition Entry

- 12 Entry is only open to entrants aged between 18 and 35 years during the Competition Period.
- 13 Entries will be received from individuals or teams. Team entries may have up to 4 nominated members.
- 14 Each entrant warrants that:
- (a) the Content was made or developed solely by the entrant *specifically* for this competition;
 - (b) the Content is original not copied wholly or in part from any other materials or other sources anywhere in the world (including any musical works, recordings, songs, performances, written works or any materials from the Internet, radio, television or any publication);
 - (c) the Content has not been, and will not be prior to this competition, available to be viewed by the public by any means, including on the internet;
 - (d) the rights (including copyright and other intellectual property rights) in the Content have not been, and will not be prior to this competition, assigned or licensed to any person other than the Promoter and the Brisbane City Council ABN 72 002 765 795 (**Council**);
 - (e) the entrant is entitled to grant to the Promoter and the Council permission to use or exploit the Content as contemplated by these terms and conditions and that such use will not violate the rights (including copyright and privacy) of any third person;
 - (f) the Content does not contain any virus, corrupt file or other malicious code, nor any adware, spyware, Trojan horse or similar damaging or wrongful material; and
 - (g) the Promoter and the Council will not be liable for any claims made against them in relation to infringement of copyright, moral rights, performers rights or any other intellectual property rights, and the entrant releases the Promoter and the Council from such liability.
- 15 The Promoter reserves the right, in its absolute discretion, to disqualify any entry which it considers depicts or encourages inappropriate, defamatory, offensive, illegal or dangerous behaviour of any kind.
- 16 Entrants must not communicate with the jury about the competition in any way until a public announcement about the competition is made. Any entrant or juror found in active violation of this rule will be disqualified.
- 17 All entries must be submitted without any marks, logos, insignia, or writing on the display surfaces that identify their authorship. Failure to comply with this rule will lead to disqualification.
- 18 Entrants will be required to pre-register for the competition and to submit a completed registration form as part of their entry, which will not be seen by the jury. Each entrant's submission will be on an anonymous basis. Once the jury has completed its deliberations and the determination made as to the shortlisted entries to proceed to Stage 2 of the competition, the names of the entrants will be revealed to the jury. Following the announcement of the shortlisted entries to proceed to Stage 2 of the competition, the composition of the jury made need to be re-evaluated.
- 19 Entries not completed in accordance with the terms and conditions or sent after the closing date will not be considered. The time of entry will be the time at which the entry is received by the Promoter via the

submission process outlined on the competition website. No responsibility is accepted for late, lost or misdirected entries. Incomplete, indecipherable or inaudible entries may be deemed invalid by the Promoter, in its absolute discretion.

- 20 All valid entries received before the closing date of stages one and two will be reviewed by the jury. Chance plays no part in determining the winner. Each entry will be individually judged by the Promoter's jury based on the criteria outlined in the competition brief.

Judging and Awards

- 21 The Promoter has appointed a jury who will evaluate the entries against the agreed criteria and make recommendations with respect to Stage 1 and Stage 2 of the Competition.
- 22 The jury retains absolute discretion to recommend that no award be given at either stage of the competition if the quality of the entries does not need meet the required standard and criteria.
- 23 The Promoter reserves the right to amend the dates of judging and award announcement at its discretion.
- 24 The judging process for the Competition is:
- (a) The jury will meet within 14 days of closure of Stage 1 of the Competition;
 - (b) Within 7 days of meeting the jury will announce:
 - (i) The list of entries to be included in the popular vote contest; and
 - (ii) The shortlisted entries to proceed to Stage 2 of the competition. Subject to meeting the Promoter's criteria, up to 3 finalists will be selected to proceed to Stage 2; and
 - (c) Stage 2 of the Competition will commence within 14 days of the announcement of the shortlisted entries for Stage 2.
- 25 Subject to these terms and conditions, the proposed dates for the judging process are:
- (a) The jury will meet on 28 September 2016, to evaluate the Stage 1 entries;
 - (b) Shortlisted entries for Stage 2 to be announced on 29 September 2016;
 - (c) The jury will meet on 10 November 2016, to evaluate the Stage 2 entries; and
 - (d) The winner of the competition to be announced on 17 November 2016.
- 26 Each entry shortlisted to proceed to Stage 2 of the Competition will receive AUD \$2,000.
- 27 The winning entry from Stage 2 of the Competition will receive:
- (a) free entry (for each member of the team) to the Urban Land Institute Asia Pacific Conference in Singapore in 2017;
 - (b) the opportunity to present the winning entry at a forum of that Conference;
 - (c) return economy airfares for (for each member of the team) to Singapore from Brisbane (or an equivalent departure point) and accommodation in Singapore (not necessarily at the recommended Conference accommodation) for four nights in a twin share room (up to two twin rooms); and

- (d) total prize money of AUD \$2,000 (if the winner has registered as a team, the total prize money of AUD \$2,000 will be deposited into the bank account of the team leader and it is the responsibility of the team to determine the distribution of the prize money amongst registered team members).
- 28 If the winner cannot travel to Singapore for the 2017 Urban Land Institute Asia Pacific Conference, the prize including but not limited to flights, accommodation and prize money cannot be transferred and will be forfeited. The Promoter is not obliged to supply substitute prizes where the winner does not satisfy the conditions of use for any element of the prize, or does not accept any element of the prize.
- 29 Flights and accommodation are subject to booking and availability. All other costs associated with the prize, including but not limited to any transfer costs, meals, taxes, insurance (including travel insurance) and other ancillary costs are the responsibility of the winner. Travel arrangements to and from the winner's nearest capital city do not form part of the prize and are the responsibility of the winner. The winner is responsible for ensuring that they have all necessary documents to travel to Singapore (including a current passport and any visas that may be required).
- 30 Where a prize involves the winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize.
- 31 The prize winner must sign an indemnity and exclusion of liability release form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking the activities included in the prize. If a winner does not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the winner's entry will be deemed invalid.
- 32 Winners may be required to take part in a photo or video shoot or an interview and the images of the winner may also appear in all media worldwide including magazine, online, press, TV and other promotional material with no additional payment made to the winner for the use of their name and images in this manner.
- 33 In addition to Stages 1 and 2 of the Competition, the Promoter will exhibit selected entries from Stage 1 as part of a public popular vote contest. The winner of the popular vote contest will:
- (a) be determined by a public vote to be held at exhibition and online;
 - (b) be announced at the same time as the Stage 2 Competition winner; and
 - (c) receive a cash prize of \$500.

Exhibition and Use of the Entries

- 34 Each entrant grants an exclusive, royalty free, irrevocable and transferable licence throughout the world, in all media, in perpetuity to the Promoter and the Council, their affiliates and sub-licensees (whether or not the entry is selected as a winner) to exercise all rights of the copyright owner in the materials submitted into this competition (**Content**), including but not limited to the Promoter and the Council reproducing, implementing, using, modifying, adapting, publishing and displaying the Content (in whole or in part) for any purpose in any media, without compensation, restriction on use, attribution or liability, including exhibit the entry at the exhibition after stage one of the competition and at any other point during or after the Competition Period.

- 35 The Promoter and the Council reserve the right to utilise all materials submitted in any publication or promotional endeavour in perpetuity, and without compensation to the entrant.
- 36 Each entrant will retain full copyright of all materials included in their entry unless otherwise assigned. Each entrant retains the right to publish and exhibit their own entry, following completion of the Competition Period and with acknowledgement of the Promoter and the Council.
- 37 The Promoter and the Council may upload the Content to any of their related websites and distribute to any publication or media in its absolute discretion. Each entrant also consents to the Promoter and the Council doing or omitting to do all things or acts that might otherwise infringe the entrants' moral rights in the Content within the meaning of the *Copyright Act 1968* (Cth).
- 38 The Promoter and the Council intend to exhibit all or a selection of competition entries in a number of venues which may include online, in print, in a gallery or other exhibition space, and in a public space to be determined. Further, the Promoter and the Council intend to publish winners and selected entries to the competition both online and in print. Every effort will be made to properly credit the appropriate entrants in any exhibition, publication, or website, although the Promoter and the Council accept no responsibility for failure to do so.
- 39 The Promoter and the Council will exhibit the entries selected for the popular vote contest in a number of venues which may include online, in print, in a gallery or other exhibition space, and in a public space to be determined.

General Conditions

- 40 The jurors' decision is final and no correspondence will be entered into. Prizes, or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash.
- 41 In the event that any prize is not claimed by a winner, the Promoter may, in its absolute discretion, award the prize to the jurors' next best choice.
- 42 The Promoter may require entrants to provide proof of identity or age. Identification considered suitable for verification is at the Promoter's discretion.
- 43 The Promoter reserves the right, in its absolute discretion, to:
- (a) provide an alternative prize of equivalent value if any of the items in the prize package are not available;
 - (b) select a reduced number or no finalist teams for stage one of the competition should the standard of entries not meet the expectations of the Promoter; and
 - (c) select no competition winner should the standard of entries in the stage two of the competition not meet the expectations of the Promoter.
- 44 The Promoter and the Council and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 45 The Promoter and the Council assume no responsibility for, and the entrant releases the Promoter and the Council from responsibility for, any failure to receive an entry or for inaccurate information or for any

loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this competition or the conduct of the competition generally or as a direct or indirect result of a entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this competition. If, because of any such problem, this competition is not able to be conducted as planned and/or the competition's administration, security, fairness or integrity are compromised or affected, the Promoter may cancel, terminate, modify or suspend the competition and/or disqualify any entrant involved in interfering or tampering with the conduct of this competition in any way.

- 46 Any costs associated with entering the competition and accessing the website are the responsibility of the entrant. Any contact details entered incorrectly in any email shall be deemed invalid. Any entry will be deemed as received at the time of receipt into the Promoter's database not the time of transmission by the entrant.
- 47 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 48 The Promoter and the Council collect personal information about entrants for the purpose of conducting this competition including conducting the judging, notifying the winners, and as required, Australian regulatory authorities. Entry is conditional on providing this information. The Promoter and the Council may disclose entrants' personal information to their contractors, agents, prize suppliers and deliverers to assist in conducting this competition or communicating with entrants. The Promoter's Privacy Policy, is available at [ULI Privacy Policy](#).