

#WhatsYour2040 QUT Institute for Future Environments competition

- TERMS AND CONDITIONS

The competition

Current QUT students, staff and members of the Australian general public are invited to share their vision for 2040, and their thoughts about what we can do to achieve it by posting text/images/video to their social media account using the relevant tags (“the Competition”).

General information

If an eligible Participant uploads an image or video to social media and includes #CountdowntoQUT in the ‘caption’ or ‘comments’ section of the post (“Entry”), they will be deemed to be a participant in the Competition.

Participating in the Competition constitutes an acceptance of these Terms and Conditions.

The Promoter is Queensland University of Technology (QUT) ABN 83 791 724 622, 2 George Street, Brisbane, QLD, 4000.

If the participant is under the age of 18 years, he or she will be deemed to have obtained the permission of his or her parent or guardian to participate in the competition and for the Promoter to use his or her entry as set out in these Terms and Conditions.

All enquiries relating to this Competition can be directed to ife@qut.edu.au.

The participants are assumed to have read and accepted the privacy policy and the terms and conditions of the relevant social media accounts if participating in the Competition.

Eligibility

Current QUT students, staff and members of the general public are eligible to enter the Competition.

Social media content guidelines

Participants warrant that:

- their Entry has not previously been, and will not be, published or submitted in connection with any other competition until after the Competition Period ends
- their Entry is entirely original work by the Participant
- they have obtained all required permissions, approvals and/or consents in respect of the Entry, including:
 - all necessary copyright title or interest in their Entry to entitle the Participant to submit the Entry and to effectively provide the Promoter with the rights in relation to the Entry set out in these Terms
 - privacy and other consents from all individuals appearing in the work
 - consents from any property owners (as applicable).

Their Entry is not, and its use by the Promoter, will not infringe the rights (including intellectual property rights) of any third party, and indemnifies the Promoter against any loss, claim or damage arising out of or in connection with breach of this warranty.

Participants grant to the Promoter, at no cost to the Promoter, a royalty free, irrevocable, perpetual, worldwide, non-exclusive licence to use (including reproduce), the Participant's Entry for: (a) promotional and educational purposes relating to the Competition; and (b) any other promotional purposes relating to QUT.

If the Promoter discovers that the entry is not an original work or has infringed third party rights, they have the right to disqualify the participant from the competition and immediately remove the relevant images.

Copyright in submitted video content must be owned by the submitter, jointly owned by the submitter, or must be licensed in such a way that use of that content by the Promoter does not infringe copyright. If copyright is jointly owned the Participant must have the consent of all other copyright owners to submit the content. The Promoter will not intervene in any issues or disputes between joint content owners, and excludes all liability arising out of or in connection with jointly owned copyright content.

Multiple Entries per person is permitted. However, each Entry is required to be different content. Participants can also enter across different social media channels however all Entries will be judged individually.

Entry guidelines

The Participant can submit their entry through their personal social media accounts, which must be able to be seen publically.

The Participant's entry must answer the question – *"Tell us, in 25 words or less, what's your vision for 2040, and what do you think we could do to achieve it?"* – and include the following tags:

- **Twitter:** @IFE_QUT @2040film #WhatsYour2040
- **Instagram:** @ife.qut #WhatsYour2040
- **Facebook:** #WhatsYour2040 #QUTcomp
- **LinkedIn:** mention QUT Institute for Future Environments, #WhatsYour2040

Participants must submit their entry between between **9:00am AEST on 27 June to 11:59pm AEST on 14 August 2019**. Any Entry after the competition period will not be considered as a valid entry.

Entries that are incomplete, indecipherable, illegible or that do not comply with these Terms and Conditions will be deemed invalid and removed from the Competition.

Participants warrant that their submitted entry has not previously been, and will not be, published or submitted in connection with any other QUT and external competitions until after **1:00pm AEST on 29 August 2019**.

The Promoter reserves the right, at any time and in its absolute discretion, to (a) verify the validity of any Entry; and (b) disqualify any Invalid Entry, or any Entry submitted not in accordance with these Terms.

The winners will be contacted directly via the relevant social media channel by QUT Institute for Future Environments by 5:00pm AEST on 15 August 2019.

All entries become the property of the Promoter upon entry, upload or otherwise.

No responsibility is accepted for late, lost, incorrectly submitted or misdirected entries.

Competition Entries must be received by the Promoter during the Competition Period.

Entries that are incomplete, indecipherable, illegible, forged, manipulated, tampered with in any way, contain any defamatory, offensive or unlawful content, any Entry that has the potential to damage the reputation of any individual or entity, or entries that the Promoter reasonably considers do not comply with these Terms ("**Invalid Entries**"). All Invalid Entries will be removed from the Competition.

Grant of rights

By participating in this Competition, each Participant grants to the Promoter a perpetual, irrevocable, royalty-free, fee-free, worldwide, non-exclusive and transferrable licence to use the intellectual property rights (including copyright) in the Participant's video entry, in any media and for the Promoter's commercial and non-commercial purposes of (a) conducting the competition; (b) ongoing educational purposes; or (c) use in future marketing and/or promotional material, subject to any moral rights the Participant may have under the *Copyright Act 1968* (Cth).

Judging and prizes

There will be five (5) prizes and five (5) winners. One prize per social media channel, and one overall prize will be awarded. Each prize winner will be provided with the following prizes:

- Free double pass to see *2040* at a [participating cinema](#)*
- A copy of *2040: A Handbook for the Regeneration* signed by director Damon Gameau
- A QUT Institute for Future Environments tote bag, keep cup, mousepad and notebook.

The overall winner will receive the above prizes and a \$30 [Biome](#) gift voucher.

All valid entries will be judged based on the following discretionary criteria: the most inspiring and creative response to the question *"Tell us, in 25 words or less, what's your vision for 2040, and what do you think we could do to achieve it?"*

Each valid entry will be judged by members of the QUT Institute for Future Environments communications team, whose decisions will be final. The Promoter's decision as to the winner of the prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.

Announcement of winners

Once selected, the Promoter will announce the prize winners by direct message to the winner via their social media channel. Each prize winner will be notified by no later than **5:00pm AEST on 1 August 2019** with details of how to claim their prize.

The Promoter will use reasonable efforts to notify the prize winner. If despite the Promoter's reasonable efforts, the Promoter is unable to contact a prize winner within 14 days, or if the winner does not respond to communication from the Promoter, by **5:00pm AEST on 28 August 2019**:

- the Promoter does not accept responsibility for the inability to make contact with a prize winner; and
- the participant who submitted the next best Competition entry as determined by the Promoter will be selected as a new prize winner in that instance, and will be notified in accordance with these Terms and Conditions.

The Promoter may, but is not obliged, to publish the results of the Competition. Unless otherwise advised by the participant, by entering this Competition, the participant agrees to the Promoter publishing their name as the winner.

Each prize winner may collect their prize from the Promoter at Level 6 reception, P Block, QUT Gardens Point, 2 George Street, Brisbane (QUT Institute for Future Environments), or have their prize couriered if agreed between the Promoter and the winner.

If a prize winner does not claim their prize before **28 August 2019**, the winner shall forfeit their prize.

If a prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification.

The prizes are not transferable, exchangeable or redeemable for cash.

A Participant claiming to be a prize winner must provide proof of identity, if required by the Promoter. Each prize winner may also be required to sign a document indicating they have received their prize at the time of collection.

General terms and conditions

Participants enter the Competition at their own risk.

Participants warrant that their capture and use of their submitted content complies with all laws, and the Promoter's use of the content will not breach any laws.

Participants warrant that they have obtained all required permissions, approvals and/or consents to capture and use the submitted content, including but not limited to consents from other copyright owners in respect of jointly owned content and privacy consents from any individuals appearing in the video.

The Promoter reserves the right, at any time, to verify the validity of entries and the eligibility of participants (including a participant's identity) and to disqualify any participant who (a) submits an entry that is not in accordance with these Terms and Conditions; (b) tampers with the entry process; or (c) who does not comply with these Terms and Conditions. If there is a dispute as to the validity of an entry or the eligibility of a participant, the Promoter reserves the right, in its sole discretion, to determine the validity of the entry or eligibility of the participant.

The Promoter reserves the right to disqualify any submitted video that the Promoter considers, at its absolute discretion, to contain any unlawful, offensive and/or inappropriate content.

By submitting a Competition entry to the Promoter, Participants acknowledge and agree not to make any claim against the Promoter for any payment or fee in respect of the submitted video content, and releases the Promoter from any other claims arising out of the Promoter's use of the submitted video.

The Promoter is not responsible for the failure of any technological devices, internet connections or server outages, and/or mobile network outages that may occur in relation to attempts by a Participant to submit any content.

If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by the law to:

- disqualify any participant; or
- modify, suspend, terminate or cancel the Competition, as appropriate.

Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition, including but not limited to, where arising out of the following:

- any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- any theft, unauthorised access or third party interference;
- any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- any variation in prize value to that stated in these Terms and Conditions;
- any tax liability incurred by a winner or entrant; or
- use of a prize.

Each Participant indemnifies and keeps indemnified the Promoter against all claims, losses, damages and expenses suffered by the Promoter or any associated third party arising out of any breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of a prize.

The manufacturer(s) or supplier(s) of the prizes are not participants in, or promoters or sponsors of, this Competition.

The Promoter reserves the right at any time to change these Terms and Conditions.

Any use by Participants of any third party provider goods and/or services (including without limitation social media platforms) is subject at all times to the third party provider's terms and conditions respectively. QUT is not a party to, and will not intervene in, any issues or disputes between any Participant and third party provider. Accordingly, QUT excludes all liability in connection with any such issues or disputes.

The Competition is free to enter.

Jurisdiction

The Competition and these Terms are governed by the laws of Queensland.

Privacy statement

QUT is bound by the *Information Privacy Act 2009* (Qld) ("**IPA**"), and the QUT privacy policy is available at www.qut.edu.au/additional/privacy and www.mopp.qut.edu.au/F/F_06_02.jsp.

The Promoter will collect and use the Participants' personal information for the purposes of administering and carrying out the Competition, but will not use this information to send information and future promotional communications to the Participant.

The Promoter has no control over personal information that is submitted or uploaded to any third party providers (including social media platforms). Participants acknowledge that any personal information that they submit, upload or otherwise provide to any third party provider is dealt with in accordance with the third party provider's terms and conditions.