

# 2019 Prep bag 'Read and Grow' Design Competition

## TERMS AND CONDITIONS

This document sets out the Terms and Conditions for the 2019 Prep bag '*Read and Grow*' design competition.

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### Background

1. The 2019 Prep bag '*Read and Grow*' design competition (**the Competition**) is being run by the Victorian Government Department of Education and Training (**the Department**), ABN 52 705 101 522, 2 Treasury Place, East Melbourne, Victoria 3002. Phone enquires can be directed to the Department on: 03 9651 3163
2. By entering the Competition, you agree to be bound by these Terms and Conditions. Any instructions relating to the Competition on the [Department's website](#) also form part of these Terms and Conditions.
3. The Department may in its absolute discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

### Entry requirements

1. To enter the Competition you are required to create a one colour screen print design that will be printed on unwoven bags in accordance with the information provided within the 2019 Prep bag '*Read and Grow*' [design brief](#) emailed to all participants and found on the [Department's website](#).
2. Entries **must** be submitted online via the [online entry form](#). Entries submitted other than in accordance with this requirement will not be eligible for entry into the Competition.
4. The Competition opens at 9.00am Friday 24 August 2018 and closes at 5.00pm on Monday 1 October 2018.
5. Entries received after the closing date will not be eligible for entry into the Competition.
6. The Department is not responsible for any electronic transmission errors resulting in the omission, interruption, deletion, defect or delay in operations or transmission of entries.
7. Entrants are only permitted to make one submission.

### Eligibility

1. Entry to the Competition is only open to students that meet all of the below criteria:
  - a. 2018 Top Arts students, 2018 Top Design students (subject completed 2017)

- b. 2018 Premier's VCE Awards 'Art and Design' students (subject completed 2017)
  - c. Students who were formally enrolled in a Victorian registered school as defined in the Education and Training Reform Act 2006 (Vic).
2. Entry is not open to any person associated with the Competition, or with the provision of the prize(s), and their immediate families.

## Consent

1. Entrants under 18 years of age at the time of submission of entry must have permission from a parent/guardian to be eligible to enter the Competition.
2. Complete the General Agreement and Consent section in this form and email with design to [backtoschool@edumail.vic.gov.au](mailto:backtoschool@edumail.vic.gov.au), entrants agree to the Competition's Terms and Conditions.

## Prizes

1. The Department will award prizes to one winner.
2. The prizes for the Competition are as follows:
  - a. The winning design will be screen printed on the 2018 Back to School Prep Library Bags provided to each prep student of a Victorian government school by the Department on their first day of school;
  - b. The winning design will also be featured on the Back to School website;
  - c. One day's work experience for the winner with the Department's Design team; and
  - d. An Apple iPad.
3. The winner will be contacted by telephone and/or email prior to being featured on the departmental website from October 2018.
4. Prizes are not transferable or exchangeable. The Department accepts no responsibility for any variation in prize value.
5. The Department reserves the right to withdraw the prizes in the event of an entrant being unable to satisfy these Terms and Conditions.
6. The judges reserve the right not to award the prizes if they deem no entry is of sufficient merit to win the Competition.

## Judging criteria

1. It is strongly recommended that entrants read the Judging criteria shown on the 2019 Prep bag 'Read and Grow' [design brief](#) emailed to eligible students before beginning or submitting their entry.
2. Entries will only be viewed in accordance with the file type specifications shown on the 2019 Prep bag 'Read and Grow' [design brief](#) document.
3. This is a contest of skill, judged on criteria set by the Department. Chance will not play a role in determining the Competition winner.
4. The judges' decisions will be final and no correspondence will be entered into.

## Nature of entries

1. All entries are subject to moderation and may be rejected or removed if, at the absolute discretion of the Department, if the entries:
  - a. contain offensive language or are derogatory or threatening in any way
  - b. contains material that conveys hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Competition
  - c. contain personal or sensitive information
  - d. are unlawful or violate an individual's rights
  - e. are incomplete, indecipherable or illegible entries
  - f. contain any content, material or element that is shown to be the property of any third party.
2. The Department reserves the right to verify the validity of entries and entrants including an entrant's identity, age and residence in Victoria and (where the entrant is under 18 years old) that the entrant has obtained the permission of a parent/legal guardian to enter.
3. All entries must be substantially the student's own work and have no overt assistance from other students, teachers, family or friends.
4. A student whose entry infringes an existing copyright will be disqualified from the competition.
5. All entries will be accepted at the discretion of the Department, which will exercise its judgement in ruling on questions of eligibility. The ruling of the Department on questions of eligibility will be final, and no further correspondence will be entered into.
6. The Department reserves the right to disqualify any person it finds to be acting dishonestly or in violation of these Terms and Conditions.
7. Entries will not be returned.

## Intellectual property and licensing

1. All entries and any other material submitted in connection with the Competition are assigned to the Department upon submission and become the property of the Department which may use the material in any medium in any reasonable manner associated with the Competition. Copyright in all submitted material remains the sole property of the Department.
2. Each entrant:
  - a. warrants that he or she owns the copyright and any other intellectual property rights in any material submitted in connection with the Competition and have the power and authority to agree to and grant the above assignment, consents and other rights to the Department;
  - b. indemnifies the State, and all officers, servants and agents of the State against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's intellectual property rights; and
  - c. gives the Department all necessary consents (including any consent required in relation to moral rights), to allow the Department to adapt or change any part of the artwork design from the entrant's entry in any way without attributing the entrant or any other person as a creator of or contributor to that artwork.

## Privacy Policy

1. The Department takes its privacy obligations seriously and any personal information collected or used by the Department will be handled in accordance with the *Privacy and Data Protection Act 2014* (VIC) (**PDP**). This law sets out what we must do when the Department collects, uses, handles and destroys personal information. Personal information includes personal details such as an individual's name and school that could be used to identify an individual.
2. Any personal information required for entry into the Competition will only be used for purposes related to the Competition. The Department will treat any personal information obtained from a person who enters the Competition in accordance with the Information Privacy Principles contained in the PDP.

## Disclaimer

1. The Department is not liable for any costs occurred by the entrants due to their participation in the Competition, or any loss or damage arising from use or ownership of the prizes.
2. No responsibility will be taken for loss or damage or entries not received. The Department's decision as to the winner of the Competition is final and no correspondence will be entered into. Given the number of entries, individual feedback to students will not be available.
3. The Department reserves the right to cancel, suspend and/or modify this Competition, or any part of it, if any fraud, technical failures or any other factor beyond the control of the Department impairs the integrity or proper functioning of the Competition, subject to Victorian law. If the Competition is terminated, the Department may determine the winners from among all eligible entries received up to the time of termination using the outlined judging criteria.
4. No claim is made as to the accuracy or authenticity of the content of the Competition website. The Department does not accept any liability to any person for the information or advice (or the use of such information or advice) provided on this website or incorporated into it by reference.
5. In the event of force majeure or if circumstances so dictate, the Department reserves the right to suspend, postpone or cancel the Competition at any time and without prior notice, in which event entrants will not be entitled to claim compensation in any form.

## General Agreement and Consent

I \_\_\_\_\_ hereby give my consent and agree to the above terms and conditions.

Full name: \_\_\_\_\_

Signature of Entrant: \_\_\_\_\_

Date: \_\_\_\_\_

Full name of Parent/Guardian (for entrants under 18 years old): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_