



## CONDITIONS OF ENTRY FOR THE AUSTRALIAN WOMEN IN STEM SHORT VIDEO COMPETITION

1. Information on prizes and how to enter form part of these conditions of entry. Entry into the Australian women in STEM short video Competition (Promotion) is deemed acceptance of these conditions.
2. The Promotion is a game of skill.
3. The Promoter is Education Services Australia Limited (ABN 18 007 342 421) of 22/180 Lonsdale St, Melbourne Victoria 3000 e, Victoria, trading as "Education Services Australia".
4. The Promotion commences at 9 a.m. (AEST) on 11 December 2023 and entries close at 5 p.m. on 15 December 2023 (AEDT).
5. Entry is open to residents of Australia who are students or teachers on behalf of their students fulfill the entry requirements. Student entries are submitted on the student(s) behalf by someone who is at least 18 years old and who must be currently working as a primary or secondary teacher in a school in Australia, or a parent/guardian of a student in Year 5 to Year 10. However, employees and office bearers of the Promoter and their associated agencies and companies connected with the Promotion, and the immediate families of these persons are ineligible to enter.
6. To enter the Promotion entrants use the entry link to enter the competition and upload your video to WeTransfer (<https://wetransfer.com/>). To be eligible for prizes you must complete all questions in the entry form including your email address and submit you video (Entry) using WeTransfer as advised in the [competition instructions](#). All personal information provided will be managed in accordance with the Girls in STEM Toolkit [Privacy Policy](#) and will only be used for administering this competition.
7. The prize winners will be selected by the Education Services Australia Girls in STEM Toolkit team on 15 December 2023 (AEST). The winners will be the entrants whose video meets with the competition requirements and are judged to have created the best video by the judges. The video requirements are listed on the [competition instructions](#) page.
8. For student entry, the prize winners will receive a \$500 Visa Gift card and for entry by a teacher on behalf of their students and an additional a \$500 Visa Gift card for the school ie There will be three prize winners for each of the three categories:
  - Years 5 – 6 a \$500 Visa Gift card for student and a \$500 Visa Gift card for the school
  - Years 7 – 8 a \$500 Visa Gift card for student and a \$500 Visa Gift card for the school
  - Years 9 – 10 a \$500 Visa Gift card for student and a \$500 Visa Gift card for the school
9. The winner will be notified via email using the email address provided in the entry form by 18 December 2023. The prize winner will be required to respond to the email for provision of the prize. If the winner does not reply within five working days, that prize will be withdrawn and given to the person submitting the next best video.

10. The Promoter's decision is final and no correspondence will be entered into.
11. The Promoter, its contractors, employees and agents, will not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential loss) as a result of, arising out of or in any way connected with the Promotion and/or its prize, except for liability that cannot be excluded by law and reserves the right to take any action that may be available. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.
12. The Promoter assumes no responsibility for:
  - any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, an entry or the Promotion; or
  - for any problems or technical malfunction of any telephone, network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination of them, including any injury or damage to an entrant's or any other person's computer related to or resulting from participation in the Promotion.
13. If there is an event beyond the Promoter's reasonable control which prevents or hinders the conduct of the Promotion or the Promoter's ability to deliver the prize to the winner, then the Promoter may at its sole discretion cancel, terminate, modify or suspend the Promotion or change the prize to another prize of the same value.
14. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter 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 Promotion. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.
15. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to a third party.
16. Intellectual Property
  - 16.1. Each Entry remains the property of the Participant(s) who submits it.
  - 16.2. Each Entry must be the original work of the Participant(s) submitting the entry and must not be copied from any other person's work. By submitting an entry, Participant(s) warrants that their entry is their original work and they have not copied it from any other person's work. If an entry uses text or images from someone else's work, that use must be with the consent of the owner of the work, and Participant(s) must attribute the author or the Creative Commons licensed material. By submitting an entry, each Participant warrants that he/she/they have complied with this requirement.
  - 16.3. By entering into the Competition, each Participant consents and grants a non-exclusive, royalty-free, worldwide, perpetual licence for use of the Participant's video material to each of the following parties as follows:  
Education Services Australia to use, reproduce, edit, communicate, publish and deal with their Entry

(in whole, or in part) for an unlimited period without remuneration, in any media now known or hereafter devised for the purposes of promoting and administering the Competition, or promoting Education Services Australia.

- 16.4. Without limiting the foregoing, Participants acknowledge and agree that their Entry may be reproduced (in whole, or in part) online and in Education Services Australia and The Girls in STEM Toolkit promotional materials and may be published on <https://www.thegist.edu.au> website, along with a statement which includes an acknowledgement of the Participant's authorship of the entry, their school year and (if applicable) school.
- 16.5. Each Participant consents to any act or omission by Education Services Australia that would, in absence of such consent, infringe the Participant's moral rights under the Copyright Act 1968 (Cth).
- 16.6. To the extent where a Participant is in breach of clause 16, the Participant will indemnify ESA for any loss or damage that it incurs.