UNSW Engineering Maker Games Challenge

Terms and Conditions

1. Terms and Conditions

1.1 The terms and conditions of entry of the UNSW Engineering Maker Games Challenge (Competition) comprise the terms and conditions set out below, instructions on how to enter and other details contained within promotional advertisements for the Competition (together, Terms and Conditions).

1.2 The terms and conditions apply in addition to the usual enrolment terms, policies and procedures applicable to a student enrolled in a course at UNSW.

1.3 By entering the Competition, you agree to abide by these Terms and Conditions.

2. Competition Organiser

2.1 The Competition organiser is The University of New South Wales, ABN 57 195 873 179 of Kensington, NSW, 2052 (UNSW) through its Faculty of Engineering.

3. Competition

3.1 The purpose of the Competition is to present the students of UNSW with a real-world challenge to solve and to develop students’ skills including but not limited to, product development, innovation and problem solving.

4. Who can enter?

4.1 If you are an undergraduate student enrolled in study at UNSW and have completed 96 units of credit or if you are a postgraduate student enrolled in study at UNSW and have completed 24 units of credit by the 23rd July 2018 with a valid student identification number you are eligible to enter the Competition.

4.2 If you are not over the age of eighteen (18) at the time you enter the Competition, a parent/legal guardian must accept the Terms and Conditions of the Competition on your behalf.

5. How to enter

5.1 The Competition commences on 9th April 2018, at 10am (AEDT) and closes on 20th November 2018, at 4.00pm (AEDT) (Competition Period).

5.2 To enter Stage 1 of the Competition, you must:

5.2.1 Register at http://www.themakergames.unsw.edu.au/as an individual to join or be allocated to a team or register a team of 4 to 6 people;

5.2.2 As a team, review the Challenge briefs provided by industry partners and choose a Challenge to prepare and submit a pitch of the team’s idea to solve the Challenge.
5.2.3. As a team, submit a pitch, in the form of a 90 second video and two-page summary, of your team’s idea to solve the Challenge.

5.2.4. A panel of judges will review the pitches and select one team per Challenge brief to proceed to Stage 2. For Stage 2 only one team is allocated to each Challenge, and teams who pitch unsuccessfully will not progress to Stage 2.

5.3 To enter Stage 2 of the Competition you must
5.3.1. Be a member of a team in Stage 1 of the Competition selected to proceed to Stage 2 of the Competition;
5.3.2. Be a member of a team that consists of four or five students where at least three team members are enrolled in course ENGG4060 during the Competition Period;
5.3.3. Work with your team to solve the Challenge, including creating a prototype. Each student team will also have guidance from UNSW academic staff, and access to UNSW laboratory facilities; and
5.3.4. Present your prototype at the end of semester at the Maker Games Showcase event. Note that for software-based Challenges you must still submit a compelling physical demonstration on how the software would be put into practice in a real-world situation.

5.4 Entries not completed in accordance with these terms and conditions will not be valid entries and will not be eligible to win.

5.5 Entry in the Competition is free. You are responsible for any costs associated with entering the Competition, which may include tuition fees for the course ENGG4060. Upon receipt of a valid tax invoice to the Facility of Engineering UNSW, each team may be reimbursed for costs associated with the development of the prototype up to a maximum of $300.

5.6 You may only join one team and each team may only enter each stage of the Competition once.

5.7 Incomplete entries will be deemed invalid and excluded from the Competition.

5.8 Entries which UNSW, in its sole discretion, considers defamatory, racist, otherwise unlawful or offensive will be deemed invalid and excluded from the Competition.

5.9 UNSW reserves the right, at any time, to verify the validity of entries and the eligibility of entrants and to disqualify any entrant who does not meet the eligibility criteria set out in this paragraph and to exclude an entry that is not in accordance with the Terms and Conditions.

5.10 All decisions about the eligibility of entrants and the validity of entries made by UNSW will be final, and no correspondence will be entered into.

6. Selection and notification of winners

6.1 The Competition is a game of skill, and chance plays no part in determining the winner. There will be one winning team only.
6.2 Each member of the winning team will be offered a prize.

6.3 The winning entry will be decided by a panel of judges appointed at the sole discretion of UNSW and the selection of the winning entry will be based on the panel’s assessment of:

   6.3.1 the explanation of motivation, problem and operating environment for solution;  
   6.3.2 a solution realised with a well-reasoned and effective use of engineering methods from a Year 3 level or above;  
   6.3.3 demonstration of a prototype that addresses the problem statement;  
   6.3.4 prototype design, aesthetics and consideration of end user;  
   6.3.5 business case, competitor/market analysis;  
   6.3.6 evaluation of prototype for technical performance and value for the customer;  
   6.3.7 answers to questions that demonstrate knowledge of the problem; and  
   6.3.8 solution and teamwork and coherence of group presentation.

6.4 The judges’ decision will be final and no further correspondence will be entered into.

6.5 The winning entry will be announced at the showcase event, on the UNSW Engineering Facebook page and other official UNSW official social media account pages. By entering this competition, you agree to UNSW using your full name for such announcement.

7. The prize

   7.1 There will be one prize per person on the winning team.

   7.2 The prize is to be invited to join the UNSW Engineering study tour to the United States of America to visit and learn about start-ups (Study Tour).

   7.3 An invitation to join the Study Tour will be conditional upon presentation of a certificate of travel insurance coverage for the period of the Study Tour;

   7.4 Participation in the Study Tour will include:

      7.4.1. Payment for flights from Sydney to the United States of America as chosen by UNSW;
      7.4.2. Accommodation as chosen by UNSW;
      7.4.3. No alcohol will be provided or paid for by UNSW;
      7.4.4. Dates to be set by UNSW; it is the students responsibility to assess availability to attend;
      7.4.5. Itinerary will be set by UNSW;
      7.4.6. At least one UNSW staff member will accompany the Study Tour; and
      7.4.7. Students are expected to attend all components and scheduled activities of the Study Tour.

   7.5 The UNSW Student Code of Conduct will apply at all times during the Study Tour and Students accepting the prize and participating in the Study Tour are expected to act responsibly and represent the Faculty of Engineering, and UNSW, as a world-leading University.

   7.6 Details of the prize are subject to change as required by UNSW.
7.7 The prize winners will be responsible for all other costs associated with collecting and using the prize including but not limited to travel insurance coverage.

7.8 The prize is not redeemable for cash or an alternative prize.

7.9 The entitlement to a prize is not transferable and no member of the winning team can nominate another person to participate in the Study Tour on their behalf.

7.10 In the event that for whatever reason, any prize described above is unavailable, UNSW reserves the right to substitute for the unavailable prize a prize of equal or greater value.

7.11 UNSW gives no warranty as to the condition or use of any prize.

8. Unclaimed prizes

8.1 In the event that any prize is not claimed, or valid certificate or other evidence of insurance coverage presented to UNSW by 20th November 2018, UNSW reserves the right to award any unclaimed prize to another valid entry. The selection of an alternate recipient for the prize will be determined in the sole discretion of UNSW and no correspondence will be entered into. In such circumstances, the new winner/s will be notified by Facebook post. If a person chooses not to attend the Study Tour, the opportunity lapses and if no person decides to take up the opportunity, the Tour will not proceed.

9. Limitation of liability

9.1 You acknowledge and agree that you or other entrants or third parties may have developed or commissioned similar ideas, works or results and similar entries to your entry or something you may develop in the future and you have no rights or interests in any such materials, and you have no claim against UNSW.

9.2 In the case of the intervention of any outside act, circumstances or event which prevents or significantly hinders UNSW’s ability to proceed with the Competition or the Study Tour on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strike, war, or act of terrorism, UNSW may in its absolute discretion cancel the Competition or the Study Tour and UNSW will have no liability to any entrant or any other person as a result of such cancellation.

9.3 To the maximum extent permitted by law, UNSW excludes its liability in respect of the Competition, the Study Tour and these Terms and Conditions. Without limiting the generality of the foregoing. UNSW will not be liable for any misadventure, accident, injury, loss, claim or expense (including but not limited to a claim for infringement of any copyright, trade mark or other intellectual property right, or any claim of a similar nature) that may occur as a result of or in connection with an entrant’s entry into the Competition or participation in and attendance on the Study Tour.

9.4 UNSW is not responsible in any manner whatsoever for any problems or any financial costs incurred, or any combination thereof, including any injury or damage to
participants or any other persons related to or resulting from participation in this
Competition or the Study Tour.

10. Intellectual Property

10.1 In these Terms, unless the context otherwise requires:

Background IP means in relation to a party, the rights of that party in and to:

(a) any Intellectual Property Rights existing prior to the Term which a party makes
available for the purpose of the Competition or the Course; and

(b) any Intellectual Property Rights created by a party (whether alone or jointly with
any other person) after the commencement of the Competition and independent of
the Competition and the Course.

Entry includes an entry for stage 1 (comprising a pitch and 2 page submission) and an entry
for stage 2 (comprising a solution to the challenge brief, prototype and presentation of the
prototype at the Maker Games Showcase) of the Competition.

Intellectual Property Rights means all copyright (including future copyright) and all other
intellectual property rights anywhere in the world, including, but not limited to, trade marks,
logos, domain names, patents, designs, trade secrets, eligible layout rights, Moral Rights,
processes, inventions, specifications, databases, confidential information, know how,
research data, discoveries and similar rights and any other intangible proprietary rights
whether registered or unregistered, and includes any application or right to apply for the
registration (including any renewals, extensions and revivals) of any of these rights, whether
created before or after the date of this Agreement both in Australia and throughout the world.

Moral Rights means the moral rights granted under Part IX of the Copyright Act 1968 (Cth) or
any other analogous rights, that exist, or that may come to exist, anywhere in the world.

10.2 Unless otherwise agreed, Background IP remains the property of the party which makes
it available for the Competition and the Course.

10.3 It is up to you and your team members to decide how the intellectual property in the
Entry is owned between your team members.

10.4 Prior to making Background IP available, you must give the other team members written
notice identifying the Background IP and your rights in relation to that Background IP.

10.5 You grant the other members of your team a non-exclusive, non-transferable, without a
right to sub-license, royalty-free licence to use your Background IP for the purpose of
creating an Entry.

10.6 If any you wish to commercialise intellectual property subsisting in an Entry to the
Competition, you agree to enter into a good faith negotiation regarding the terms of that
commercialisation.
10.7 UNSW has no obligation to protect any or your or your team’s ideas, confidential information, works, designs or results created, generated or disclosed in the Course or the Competition.

10.8 By entering the competition, you warrant to and for the benefit of UNSW that:

10.8.1. your entry is your own original work, is not copied from any other person’s work and does not breach the confidential information or infringe the copyright, trademark, patent, design or other intellectual property rights of any person anywhere in the world; and

10.8.2. you have obtained a signed appearance release using a UNSW template and consent of any identifiable person included in your entry to publish your entry, submit the entry to the Competition and for UNSW to publish your entry online or in any promotional materials.

10.9 By entering the Competition, you consent and agree to UNSW using and reproducing any photos or films included in your entry. for an unlimited period and without any payment to you, in any media now known or hereafter devised for the purpose of promoting UNSW, and you grant UNSW a licence of all of your relevant intellectual property rights for this purpose. You acknowledge that some or all of your entry may be reproduced online, and/or in hard copy in UNSW promotional materials.

11. Privacy

11.1 You acknowledge that UNSW may collect, store and use personal information in order to conduct the Competition and for related purposes referred to in paragraph 6.3 below, and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Sydney regulatory authorities.

11.2 By entering the Competition, you consent to the collection, storage, disclosure and use of your personal information for the purposes identified in these Terms and Conditions of Entry in accordance with the Privacy and Personal Information Protection Act 1998 (NSW) and all other applicable privacy legislation.

11.3 By entering the Competition, you acknowledge and agree that UNSW may, for an indefinite period, unless otherwise advised by you in writing in accordance with paragraph 11.4, collect, store, disclose and use all personal information collected by UNSW Sydney about you in connection with this Competition for promotional, marketing, publicity, research and profiling purposes. All such personal information will only be used in accordance with UNSW Sydney’s Privacy Management Plan which may be found here:

https://www.gs.unsw.edu.au/privacy/managementplan/index.html

11.4 You should direct any request to access, update, correct or withdraw consent to the collection, storage, use or disclosure of your personal information to:
12. Contact details

12.1 Enquiries about this Competition should be directed to:

Sandra Harrison
UNSW Sydney
Telephone: (02) 9385 5000
Email: s.harrison@unsw.edu.au

13. Terms and Conditions of the Competition are governed by the laws of the State of New South Wales.