



Designing for Ageing Well Challenge T&Cs

Details

1)	Challenge	Designing for Ageing Well Challenge	
2)	Timing	Challenge Opens:	9 am, 8 August 2018
		Initial Entries Close:	12 midnight, 17 September 2018
		Notification of Shortlisted Teams:	On or before 24 September 2018
		Final Entry Close: (incl. a short presentation Event, if required by RMIT)	19 November 2018
		Results announced: Notification of Winning Team:	26 November 2018
		Engaging for Impact Conference:	18 – 20 February 2019
3)	Sponsor	Telstra Corporation Limited	
4)	Who can enter	 Entry is open to Teams, with a minimum of 2 people & a maximum of 5 people. All Team members must be 18 years old or over. At least 1 Team member must be a student, alumni or staff of RMIT. Staff members of RMIT include researchers and PhD students. Teams are encouraged (but not required) to include relevant community group, not-for-profit or private sector team members. Teams should reflect the coming together of committed individuals who, in collaboration, can tackle and respond to the Challenge Topic in a professional, responsible and inclusive way. 	
5)	Challenge Topic	Human-Centred Design and Technology for Ageing Well, focussing on smart devices and the Internet of Things (IoT).	
6)	Challenge outline	 Teams must register online and submit an Initial Entry which sets out: the issue you will focus on, in the context of digital health, social innovation and ageing well; the challenges you anticipate and factors to accommodate in your proposed solution; & your initial scoping on a proposed solution. on or before the Initial Entry Close date (maximum word limit – 800 words). We will notify Teams if they have been Shortlisted on or before 24 September 2018. Shortlisted teams will submit their Final Entry on the Final Entry Close Date, including a written dossier (maximum word limit – 2,000 words), and a 5-10 min presentation, to our panel of judges, if required by RMIT. 	
4)	Prizes	 Shortlisted Teams are eligible to receive an equal between a minimum of 2, and up to a maximum of 5 Teams are Shortlisted, each will be eligible of there are 4 Shortlisted Teams, each will be eligible of there are 3 Shortlisted Teams, each will be eligible of the Judges will determine in their sole discretion of the Judges will determine in their sole discretion of the Judges will receive their portion of the their Final Entry. The Winning Team will receive \$10,000. 	n of 5 Shortlisted Teams. to receive \$5,000. igible to receive \$6,250. igible to receive \$8,333.33. on how many Teams will be Shortlisted.



		3) Shortlisted Teams will also be invited to participate in and present their Final Entries at the Engaging for Impact Conference 2019 (Melbourne).	
4)	Judging criteria	Entries will be judged according to the following criteria: - 20% Functionality / User Experience; - 20% Innovation; - 20% Accessibility & inclusivity; - 20% Meeting the requirements set out in the Challenge Topic; - 20% Potential for real world execution.	
		Judging will occur after the Initial Entry Close date, and the Final Entry Close date.	
		The winning Entries, as determined by the judges who are representatives of RMIT, will each win the Prize/s specified above. The winners will be determined by the skill & creative merit in entries. Chance plays no part in determining the winners. The judges' decision is final & binding & no correspondence will be entered into. If there is an unclaimed prize or invalid entry, we may in our discretion assign the Prize to the Entry judged the next best, conduct a further judging to award the prize, or withdraw the prize unawarded. We are under no obligation to award any unclaimed prize.	
5)	Winner notification	Shortlisted Teams and the Winning Team will be contacted by email. Winners will also be published via our website/social media site for a period of 28 days after being announced.	
		Winners must collect their prize by attending the RMIT campus, or otherwise by providing us with confirmation of transfer details of the payment of the Prize.	
		We will liaise with you to confirm arrangements for your presentation at the Engaging for Impact Conference in 2019.	
6)	Full Entry	Along with their written entry (max 2,000 words), Shortlisted Teams may be required to also	
	presentation Event	prepare and present a 5-10 minute presentation of the Entry which responds to the Challenge brief. The presentation can include slides or not, but it otherwise must sufficiently demonstrate the Entry.	
7)	Venue	If required, the Full Entry presentation Event will be at a location on the RMIT Melbourne CBD.	
8)	Ownership of Intellectual Property	By participating in the Challenge, all rights, title & interests in & to the Intellectual Property in Shortlisted Team's Initial Entry and Final Entry is hereby assigned to RMIT on announcement of their Shortlisting (in respect of their Initial Entry) and on submission of their Final Entry.	
		All teams which are not Shortlisted remain joint owners of the Intellectual Property in their Entry.	
		For Shortlisted Teams, RMIT may, on your Team's request, assign Intellectual Property in your Team's Entries back to your Team, taking into account factors such as the extent to which RMIT IP is incorporated into the Entry, the nature of any RMIT staff contributions to your Entry (if your team includes an RMIT staff member) and any use of RMIT resources in creating the Entry, and whether your Team is comprised of members operating businesses which could commercialise aspects of the Entry.	
9)	Expenses	Additional expenses related to participation in the Challenge, or the Prize (including the Engaging for Impact Conference in 2019) are not provided by RMIT (eg spending money, meals, taxes (including airline & airport taxes), insurance premiums or policy costs, insurance excesses, excess luggage, passports, visas, re-issue of tickets or boarding passes, medical advice or assistance, vaccinations, transport to & from departure point,	
		transfers, changes to bookings, items of a personal nature, in-room charges, telephone calls or mobile phone roaming or data charges, & all other ancillary costs). We're not responsible for the cancellation, delay or rescheduling of any part of an Event or Prize. Any	



costs incurred by the winner or any companions as a result of cancellation, delay or rescheduling (including accommodation costs) are the responsibility of the winner. We make no representations about the safety, conduct or conditions associated with the Event or Prize. We are not responsible for any illness, injury or property damage that affects the winner while undertaking the Prize.

1 This Challenge

- 1.1 This competition (**Challenge**) is run by RMIT (ABN 49 781 030 034) (the **Promoter / we / us / our**) on these T&Cs, including the Details above (**Terms**). By registering for the Challenge, all entrants (**you / your**) agree to these Terms. The Challenge starts on Challenge Open & ends when the Results are announced.
- 1.2 Each Team is responsible for its own membership, cooperation, & settling any disputes. Neither RMIT (or our representatives, contractors, employees, directors, officers licensors, service providers, agents, Venue operators), the Sponsor, nor anyone else connected with the Challenge (our Affiliates) is responsible for any Team disputes, including about contribution, cooperation, distribution of Prizes between Team members or Intellectual Property.
- 1.3 If you don't comply with these Terms, you may be disqualified. If one Team member is disqualified, we may also disqualify the whole Team.

2 Intellectual Property

- 2.1 **Intellectual Property** (or **IP**) includes all unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, moral rights, confidential information, patents, inventions, discoveries & domain names.
- 2.2 You promise that your Entry it is based on the original ideas of you & your Team, & that none of you have copied anything from any third party. Your Entry must not be based on, or substantially reproduce:
 - (a) any other entry or idea which you or anyone in your Team has previously submitted in another competition, promotion, tender process, request for funding, application, assignment, exam or other assessment process for any educational institution.
 - (b) anything which you have, or anyone in your Team has, developed in the course of your (or their) employment.
 - Your Entry can, however, be based on & incorporate your other original ideas & use things you have created yourself earlier nothing changes your ownership of these ideas & works.
- 2.3 Your Entry must not infringe any third party IP rights, or contain confidential information which you do not have the right to include. Your Entry must not contain any third party software; however it can utilise open source software, open hardware & creative commons licenced works, & it may use off the shelf development tool kits within the terms of the applicable licences (eg Powerpoint).
- 2.4 In addition to any transfer of IP elsewhere in these Terms, you grant us a non-exclusive, non-transferable, worldwide, royalty-free licence to communicate, publish, display & perform any part of your Entry (including IP), as well as your name, photos of you, & details of your expertise, in all media, for the purposes of promoting or marketing us, or as part of our own internal purposes in recording, reviewing & improving our services & endeavours.
- 2.5 If your Team wins a Prize, you will participate in any media interviews or press events, as reasonably requested by us. We may require you to provide a written statement or quotes about the Challenge, which we may edit & publish. You must not, however, use any of RMIT's logos or trade marks on any documents, press or materials, without our prior written consent.
- 2.6 We encourage you to hashtag, geotag, or check-in, but if you otherwise want to use our IP, you need to get our written permission first, which we may not be able to give. We may also apply a licence fee, royalty, & other conditions, to your use of our IP.

3 Safety

3.1 In participating in the Challenge, you must behave in a professional, respectful, non-disruptive & appropriate manner, including taking all reasonable care & responsibility for your own health & safety & that of others at all times while participating in the Challenge, including when travelling to & from the Events or Prize. We may require you to sign in & sign out of a relevant Venue, so we know who is in the building (eg in case we have



- to evacuate).
- 3.2 You must not bring alcohol into the Venue. We can refuse you Entry to the Venue if we reasonably think you have been consuming alcohol. You must comply with all other Venue safety requirements. You must not smoke within the Venue, or within any relevant exclusion spaces.
- 3.3 You must notify us if you decide to withdraw from the Challenge.
- 3.4 You must comply with all relevant laws & any safety or operational policies or reasonable directions that we, the Sponsors or the Venue provide to you, including where access to any facilities or use of any equipment is made available to you in connection with the Challenge.

4 Acceptable behaviour at Events

- 4.1 All our <u>policies</u> as well as those otherwise published on our websites, apply to your conduct during the Challenge. Depending on its nature, if you engage in behaviour which is not acceptable, we may give you a warning, or disqualify you or your Team. If the behaviour is captured by another university policy, you may also be dealt with under that policy.
- 4.2 We don't tolerate behaviour which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, bullying, trolling, illegal or violent. This includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, & unwelcome sexual attention. You must be respectful of other participants & Teams.
- 4.3 We don't monitor all activities in the Challenge continuously: if you see behaviour which is not acceptable or which doesn't comply with these Terms, please tell us immediately.
- 4.4 You must not use the Challenge to publish or send malicious content (eg phishing, viruses) or spam (unsolicited commercial electronic communications). You may not use any tools related to the Challenge (eg sites or group chat) for any unlawful purposes, fraud, or to conduct or promote illegal activities. Your Entry must not contain inappropriate, offensive or malicious material or code.
- 4.5 When you're attending the Challenge, you must follow our reasonable directions including about safety matters. You must not do anything which would cause us (or other attendees) to breach an applicable law. You must not cause any damage to property, systems or injury to other people. You must take reasonable care in interacting with other attendees, & the assets & resources at the Venue.

5 Confidentiality

- 5.1 As part of the Challenge, we may provide you with information which is commercially sensitive & confidential to us or a Sponsor (eg if the brief for your Entry contains information about a real life issue or scenario). You must not disclose any information of this kind, or which is designated to be "confidential", to persons who are not also participating in the Challenge.
- 5.2 You must only use that confidential information to develop your Entry as part of the Challenge. Outside the Challenge, you agree to keep that information confidential & not use or disclose it without our prior written consent. Your obligation of confidentiality continues in perpetuity: it survives your disqualification from the Challenge, & the Challenge duration.

6 Liability & warranties

To the extent permitted by law, the Challenge & our support & associated services are provided on an "as is" basis, without any warranties, express or implied. Neither we nor our Affiliates make any representation about the completeness, security, reliability, quality, or availability of the Challenge. To the extent permitted by law, neither us nor our Affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Challenge, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits loss of use or goodwill, loss of data), even if such loss was foreseeable (loss). You participate in the Challenge & engage with us, our Affiliates, & other participants & attendees, at your own risk. If the Challenge is conducted or promoted via a social media site or third party media channel, you acknowledge that the Challenge is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Challenge, to the extent permitted by law.



7 Privacy

We will deal with all personally identifying information you provide us in accordance with <u>our Privacy Policy</u>. In addition to collecting, storing & using your personal information in accordance with our Privacy Policy, when you register to participate in the Challenge we will also subscribe you to receive our communications. You can opt out of these by emailing us & asking to be removed or unsubscribed.

8 Consents

When you attend the Challenge Events you may be photographed or recorded. By attending, you consent to us taking those photos or recordings. If you don't want us to take any photos or recordings, you need to let our photographers know, & we will do our best not to include you in the photos or recordings. However, we can't guarantee that we will be able to crop you out of everything, & you may still appear incidentally or in the background of recordings or photos we take. We may use the photos & recordings for our own purposes, including marketing purposes & including on our sites. As part of this, we may edit them however we want. We may also provide the photos & recordings to our related industry or Challenge partners & Affiliates for their use as well. Notwithstanding our privacy policy, we will own all rights in the photos & recordings we take at our activities, & you waive any rights you may have in them, & you consent to the use & publication & disclosure of the photos & recordings we take. By attending the activity, you agree to this, as it is a condition of entry or participation.

9 Judging

- 9.1 The winning Entry/Entries, as determined by the judges using the criteria in the Details, will each win the Prize specified in the Details above. The judges may select additional reserve Entries which they determine to be the next best, in case of an invalid Entry or ineligible entrant.
- 9.2 The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final & binding & no correspondence will be entered into. We may refuse to allow a winner to take part in any part of a Prize, if we determines in our discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that a winner may be required to sign a legal release as determined by us in our discretion, prior to receiving the Prize.
- 9.3 If any winner does not take or claim a Prize by the time specified by us they forfeit the Prize & we are not obliged to substitute the Prize. If any part of a Prize is unavailable we reserve the right to make a substitution of equal or greater value. If there is a dispute about the conduct of the Challenge (including the identity of a winner) the decision of RMIT is final & binding on each entrant & no correspondence will be entered into.
- 9.4 If a Prize is provided by a third party (eg an event, travel), it is subject to the terms & conditions of the third party, which prevail over these Terms to the extent of any inconsistency. We accept no responsibility or liability for any delay or failure by the third party to deliver the Prize.

10 General

- 10.1 We reserve the right to add, withdraw, reschedule, vary or substitute prices, Prizes, Venues, offerings, speakers & audience capacity at activities. Your admission to the Event Venue is also subject to any T&Cs which the Venue applies, including about things like smoking or access to certain areas of a premises. We (or the Venue) reserve the right to undertake a reasonable search of participants & attendees & their possessions at the time of Entry to the Venue. This is a safety requirement. We (or the Venue) reserves the right to refuse Entry to any person for any reason.
- 10.2 We may cancel, stop, postpone or suspend the Challenge at any time if an unforeseen incident occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Challenge, or if the Challenge is otherwise not able to be run as planned (including computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, or other technical failure or withdrawal by a Sponsor). If the Challenge is cancelled, suspended or stopped part way through, we may, but are not obliged to, require the judges to select a winning Entry from those submitted at or before the Challenge is to be stopped. We reserve the right to change these Terms, or otherwise modify the Challenge, at any time without prior notice in our sole discretion. We may also make reasonable changes to the Challenge and its elements, including but not limited to, adjustments to timing, processes, topic, themes, judging criteria, and will publish such updates as required.



- 10.3 These Terms are governed by the laws of Victoria. If any of these Terms are or become invalid, at our option, the relevant part is severed, & doesn't affect the validity of the remaining parts. Neither of us, nor you, is (or can you represent yourself to be) an employee, partner, agent or other representative of the other. A waiver must be in writing & signed. We don't waive a right if we fail to or delay exercising it. References to time are to the time in Melbourne. References to the singular include the plural & vice versa.
- 10.4 We accept no responsibility for any tax implications & you must seek your own independent financial advice about the tax implications relating to the Prize or acceptance of the Prize. If your Team wins a Prize it is up to you to decide how (or if) you allocate or distribute it. We will only make one payment of the Prize to a nominated bank account, and it is up to the winning Team to distribute or apply it amongst themselves.
- 10.5 We reserve the right to validate & check the authenticity of Entries & your details (including an identity & age). If you cannot provide suitable proof to validate your Entry, you or your Team will forfeit the Prize in whole. We may disqualify any Entrant who tampers with any Entry (or Challenge process), or who submits an entry which is not in accordance with these Terms or who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair & proper conduct of the Challenge.

