

## Images of Research and Teaching Competition 2023

### Eligibility

To enter the Images of Research and Teaching competition you must agree to and acknowledge each of the following:

- All the details contained in this application form are true and complete;
- You agree to and accept the Terms and Conditions of the competition;
- This Image/Video was taken by you and is your original work;
- You have only entered one image/video in the competition;
- The description of your image/video will be shared publicly;
- You have obtained the written consent of all persons who appear in this Image/Video (Consent Form available [here](#));
- Use of the Image/Video by UniSA will not infringe the intellectual property rights of a third party;
- If the entry depicts Aboriginal knowledge, every effort has been made to ensure protection of Aboriginal Peoples' rights to maintain, control, protect and develop their traditional knowledge.

The "Images of Research and Teaching" Competition (Promotion) is being run by the University of South Australia (ABN 37 191 313 308) (Promoter) of 55 North Terrace, Adelaide SA 5000.

Contact details: Tanya Vale, Tel: 8302 0157 Email: [tanya.vale@unisa.edu.au](mailto:tanya.vale@unisa.edu.au)

The total prize pool of this Promotion does not exceed \$17,665. By entering the Promotion, you agree to, and represent that:

- you have read, understood and accept these terms and conditions; and
- if you are under 18 years of age, your parent or guardian has read these terms and conditions and has provided their approval for you to participate in the Promotion and to provide the personal information contained in your entry.

#### 1. Eligibility

a. Entry is open to individuals who are:

- (i) current students of the Promoter; and/or
- (ii) employees of the Promoter.

An individual who satisfies either of the above-mentioned criteria will be an Eligible Entrant. If an entrant is an employee and current student of the Promoter, the entrant will be considered an employee for the purposes of the Promotion. Adjuncts are not considered to be employees of the Promoter and are not eligible for entry in the Promotion.

b. Entries open at 9.00am Adelaide time on Monday 20 February 2023 and close at 5.00 pm Adelaide time on Friday 28 April 2023 (Entry Period). Entries received after the Entry Period will not be accepted. Incomplete entries received during the Entry Period will not be accepted.

c. An Eligible Entrant may enter the Promotion in either the Research or Teaching category.

d. An entry will only be eligible for the Promotion where it complies with these terms and conditions in every respect (Eligible Entry). Each Eligible Entrant is restricted to one entry for the Promotion. If an Eligible Entrant submits more than one entry, the first submitted entry will be considered to be the Eligible Entry for judging. All other subsequent entries entered by that Eligible Entrant will be considered ineligible.

e. The Promoter may exclude from eligibility any entry which it considers (in the Promoter's sole and absolute discretion):

- (i) does not or may not reflect positively on the Promoter;
- (ii) may damage the reputation or goodwill associated with the Promoter, its branding and other intellectual property;
- (iii) is not artistic in nature;
- (iv) is defamatory, abusive, obscene or constitutes vilification of third parties or
- (v) is otherwise inappropriate

f. No responsibility is taken by the Promoter for late, lost, incomplete, illegible or misdirected entries.

## 2. Method

a. To enter, Eligible Entrants must, within the Entry Period:

(i) enter an artistic research or teaching related:

- photograph (300dpi at an approximate minimum size of 6000 pixels x 6000 pixels or 500mm x 500mm, saved as either a .jpg or .tif. File size 6MB or greater); or
- video (no more than 20 seconds in duration, resolution 1920pixels x 1080pixels, sound 48000 Khz (if sound used, however not a requirement), and saved as an 264 file (mp4) with a maximum file size 100MB); and

(ii) complete an online entry form and upload the photograph or video via the Promotion website: [unisa.edu.au/imagesofresearchandteaching](https://unisa.edu.au/imagesofresearchandteaching)

b. By submitting an Eligible Entry to the Promotion, the Eligible Entrant:

(i) agrees that if they are selected as a winner of the Promotion, their name may be used by the Promoter for promotional and publicity purposes for the benefit of the Promoter, including (without limitation) on the Promoter's Facebook page at [facebook.com/UniSA](https://facebook.com/UniSA); Instagram account; Twitter account and other social media applications used by the Promoter;

(ii) grants to the Promoter an irrevocable, exclusive, worldwide, royalty free licence for the Promoter to use the photograph or video for its business purposes, including without limitation, to display the photograph or video on the Promoter's social media channels, to use the photograph or video for educational, training, marketing, promotional and publicity purposes and to commercially exploit the photograph or video by its use in merchandise and/or services sold or supplied by or on behalf of the

Promoter or its authorized third party/ies to other entities (whether or not those activities generate any revenue);

(iii) agrees that in relation to any moral rights (as defined by the *Copyright Act 1968* (Cth)) that the Eligible Entrant holds in the photograph or video (Moral Rights), they irrevocably and voluntarily consent to any of the following acts or omissions on the part of the Promoter, namely:

a. using, reproducing, adapting or exploiting all or any part of the photograph or video, with or without attribution of authorship;

b. using the photograph or video in a different context to that originally envisaged;

c. altering the photograph or video by adding to, removing elements from, or rearranging elements of it;

d. making any modification, variation or amendment of any nature whatsoever to the photograph or video, whether or not it results in a material distortion, destruction or mutilation of it or is prejudicial to the Eligible Entrant's honour or reputation, but not to the Promoter falsely attributing authorship of the photograph or video; and

(iv) agrees that they are not entitled to any fees or other compensation in return for any use of the photograph or video permitted by these terms and

c. the Eligible Entrant warrants that:

(i) the photograph or video submitted was devised and taken by the Eligible Entrant, is the Eligible Entrant's original work and the Eligible Entrant owns all intellectual property rights in the photograph or video (including, without limitation, all copyright) or otherwise has the full authority to grant the licences under paragraphs 2B(i) and 2B(ii) and has the ability to provide consent under paragraph 2B(iii);

(ii) the Eligible Entrant has complied with all relevant laws in taking the photograph or video and entering this Promotion;

(iii) the Eligible Entrant has obtained the written consent (in a form acceptable to the Promoter) of all persons whose images appear in the Eligible Entrant's photographs or videos for those photographs or videos to be used as contemplated under these terms and conditions and the Eligible Entrant will provide a copy of the written consent to the Promoter on the request of the Promoter;

(iv) use of the photograph or video as contemplated under these terms and conditions will not infringe the intellectual property rights of any third party (including, without limitation, any third-party trademarks); and

(v) where the photograph or video depicts imagery of Aboriginal knowledge, artefacts, tools, or other expressions of Aboriginal people's ways of knowing, the Eligible Entrant asserts that the entry depicting images and ways of knowing has not been misappropriated, manipulated or altered. For further information on UniSA's commitment to Aboriginal and Torres Strait Islander research, please see our [Aboriginal Research Strategy](#) which was developed in partnership with Aboriginal communities.

### 3. Prizes

a. There are seven prizes which may be awarded in the Promotion: First, Second, Third in the research category and First, Second, Third in the teaching category and a People's Choice award.

- The First Prize winner of each category will receive \$5,000 each, a mounted copy of their entry to the value of \$95 and a certificate;
- The Second prize winner of each category will receive \$2,000, a mounted copy of their entry to the value of \$95 and a certificate
- The Third prize winner of each category will each receive \$1,000, a mounted copy of their entry to the value of \$95 and a certificate.
- The People's Choice winner will receive \$1,000, a mounted copy of their entry to the value of \$95 and a certificate.

A winner who is an employee of the Promoter will have the funds transferred to their Professional Development Fund and the monies must be used in accordance with the [Professional Development Fund Guidelines](#). Prizes are not transferrable by the prize winner and may not be taken as cash. A Winner who is a student of the Promoter will have the funds transferred to their nominated bank account.

b. The Judging panel (the Panel) will comprise the Deputy Vice Chancellor: Research and Enterprise (or nominated proxy), the Director MoD (or nominated proxy), The Provost (or nominated proxy), PVC: Aboriginal Leadership and Strategy (or nominated proxy), Chief Marketing and Communications Officer (or nominated proxy), a student representative and at least two external representatives. The external representatives and student representative will be chosen by the Promoter at its absolute discretion.

c. In the week commencing 15 May 2023, the Panel will review all Eligible Entries, determine the prize winners in each of the research and teaching categories and select, from among the Eligible Entries, the entrants who will be eligible for the People's Choice award. Judging will take place at the University of South Australia, City West campus, North Terrace, Adelaide, SA 5000.

The People's Choice award will be determined via a polling system that will be available on the Promotion's webpage.

If any misuse or improper use of the polling system is detected, the Panel will have the absolute discretion to take any action deemed appropriate, including disqualifying Eligible Entries. Any action taken is final and is not subject to review or complaint.

d. The Promotion is a game of skill. Chance plays no part whatsoever in determining the winners.

e. Judging of all Eligible Entries will be based on the adjudged uniqueness, quality and creativity of the photograph or video. The Panel's decision is final and no correspondence will be entered into regarding the decision or the decision-making process.

f. The Promoter reserves its right not to award any or all of the prizes if the Panel considers that none of the Eligible Entries are of a suitable standard to receive a prize, or there are insufficient entries of suitable merit to award First, Second and Third Prizes in either or both of the research and teaching categories and/or to nominate entries eligible to receive the People's Choice award. The Panel's decision not to award a prize or prizes is final and no correspondence will be entered into regarding the decision or the decision-making process.

g. If an Eligible Entrant consents to their Eligible Entry being entered into a national or international competition of a similar nature to the Images of Research and Teaching competition, the Panel may

select their Entry as a competitor in such a competition. The Panel's decision is final and no correspondence will be entered into regarding the decision or the decision-making process. Any such Eligible Entrants will be notified of the Panel's decision within 14 days of the Panel making such decision.

#### 4. Prize winners' announcement and prize collection

a. The winners of the First, Second and Third Prizes will be notified by email (as determined by the Promoter) and announced on the Promoters social media on 5 June 2023. The winner of the People's Choice award will be notified via email and announced on the Promoters social media around in week of 14 August 2023.

b. The Promoter will transfer the First, Second and Third Prize and People's Choice monetary component of the Prize to the winners, in accordance with clause 3, shortly after they are notified.

c. The Prize Recipients for all seven awards must collect their Prize at any time between 9:00am and 5:00pm on a weekday (that is not otherwise a public holiday in South Australia) from Level 4 Reception, 55 North Terrace, Adelaide SA 5000 between 5 June to 30 September 2023 ('Collection Period').

d. If the Prize Recipient does not collect their Prize during the Collection Period, then the Prize Recipient will be deemed to have forfeited any right to their Prize, and UniSA may dispose of or otherwise deal with the Prize as it sees fit.

#### 5. Personal Information

a. Subject to paragraph 4C, the personal information of the Eligible Entrant, their legal guardian and representative will be handled in accordance with the Promoter's privacy policy located at: <https://i.unisa.edu.au/policies-and-procedures/privacy/privacy-policy/>

b. By entering the Promotion, Eligible Entrants consent to the Promoter storing their personal information and using their personal information to provide them with marketing, promotional and advertising information about the Promoter from time to time by email.

c. By entering the Promotion, entrants:

(i) are providing personal information to UniSA;

(ii) acknowledge and agree that personal information which is submitted on social media may be collected, used and distributed by any of the operators of that social media in accordance with the terms, policies and guidelines published on any of the websites of the relevant social media. Entrants should familiarise themselves with such terms, policies and guidelines of Facebook, Instagram or Twitter (as the case may be).

#### 6. General

a. The Promotion is in no way sponsored, endorsed, administered by, or associated with any of Facebook, Instagram or Twitter, or any other social media. Eligible Entrants:

(i) release Facebook, Instagram and Twitter from any liability arising from, or in connection with, the Promotion; and

(ii) must comply with any terms and conditions imposed by Facebook, Instagram or Twitter which may be applicable to the Eligible Entrant's participation in the Promotion, including but not limited to the use of any intellectual property or branding.

b. Eligible Entrants acknowledge that the Promoter is under no obligation to use their entry, and any reproduction or communication of their entry to the public (in accordance with these terms and conditions) is at the Promoter's complete discretion.

c All Prizes are subject to availability. In the event that any Prize or part of it becomes unavailable due to circumstances beyond the Promoter's reasonable control, it reserves the right to provide a similar product or service of equivalent value as the original Prize, subject to any applicable laws.

d. There may be ancillary costs and expenses associated with participating in the Promotion and collecting or using a Prize. These costs and expenses are the entrants' sole responsibility and will be borne by the entrant. The Promoter accepts no responsibility for any tax implications that may arise from winning a Prize and where appropriate, independent financial advice should be sought.

e. If there is any event that prevents or hinders the Promoter's conduct of the Promotion or its ability to deliver the Prize to a Prize Recipient, the Promoter may, in its discretion, cancel the Promotion and recommence it at another time under the same or other conditions.

f. To the maximum extent permitted by law, entrants agree to indemnify and hold harmless the Promoter, (and its agents, instrumentalities, officers and employees) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from their breach of these terms and conditions, their participation in the Promotion and any component of the awarded Prize.

g. To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms which may be implied by statute, custom or the common law are excluded from the Promotion and these terms and conditions. If any supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law*, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law*, provided that, to the extent that the *Australian Consumer Law* permits the Promoter to limit its liability, then the Promoter's liability will be limited to:

- i. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- ii. in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

h. Except where otherwise required by law (or the rules of any applicable licensing authority), the conduct of the Promotion and these terms and conditions are governed by the laws of South Australia. Eligible Entrants submit to the exclusive jurisdiction of the courts of South Australia.