

1. Competition

2023 University of Adelaide Images of Learning and Teaching Competition

2. Promoter

The University of Adelaide

3. <https://www.adelaide.edu.au/library/library-services/services-for-teaching-staff/images-of-learning-and-teaching>

Contact: Rebecca Whitehead, Senior Manager, Academic Liaison,
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4. Time Zone

Adelaide, South Australia (GMT +9:30)

5. Competition Period

The competition commences at 9.00am Adelaide time on 16 June 2023 and ends 5.00pm Adelaide time 1 September 2023. Entries received after the Competition Period will not be accepted. Incomplete entries received during the Competition Period will not be accepted. No responsibility is taken by the Promoter for late, lost, incomplete, illegible, or misdirected entries.

6. Entry Restrictions

This competition is open to staff of the University of Adelaide. For this Competition, staff member refers to any academic or professional staff member employed at the University during the Competition Period, in a full-time, part-time, or casual capacity. Participants must be 18 years of age or over to enter. This Competition does not accept group entries. All photographs submitted are to have a sole/individual creator.

Staff who are employed by the University of Adelaide in a position where they have, or are perceived to have, influence over the competition outcome or an otherwise unfair advantage over the other entrants, are not eligible to participate.

7. Entry Method

Each entrant must:

- Submit a photograph taken by the entrant that represents, symbolises and/or encapsulates innovation in learning and teaching at the University of Adelaide.
- The photograph format must be JPEG or PNG.
- Include a short blurb up to 250 words explaining the story behind the photograph, its meaning, and how it reflects or celebrates innovation in learning and teaching at the University of Adelaide, plus a list of any software used to edit the entry.
- Submit an ethics declaration form which confirms that entrants have obtained appropriate content from individuals featured in the photographs, if any, and that ethical considerations related to privacy and confidentiality are understood.

- Submit and upload the photograph, blurb and ethics declaration to the online submission form: [website URL] by the closing date of the Competition Period.

8. Maximum Number of Entries

There is only one entry permitted from each entrant.

9. Privacy Laws

The University of Adelaide – Privacy Act 1988 (Cth)

10. Privacy Policies

The University of Adelaide - <https://www.adelaide.edu.au/policies/62>

11. Copyright Laws

The University of Adelaide – Copyright Act 1968 (Cth)

12. Copyright Policies

The University of Adelaide – Copyright Compliance Policy - <https://www.adelaide.edu.au/policies/2643/>

13. Winner/s and Selection Criteria

There are four prizes which may be awarded in the Competition: First, Second, Third and People's Choice.

- The first prize winner will receive \$1000 and a certificate;
- The second prize winner will receive \$500 and a certificate;
- The third prize winner will receive \$250 and a certificate;
- The people's choice winner will receive \$250 and a certificate.

The judging panel (the Panel) will comprise of Professor Jennie Shaw (Deputy Vice-Chancellor and Vice President (Academic) Department of Academic and Student Engagement), Professor Suzanne Le Mire (Pro Vice-Chancellor, Student Learning), Sian Woolcock (University Librarian), a student representative, a University marketing representative, and a representative from the Adelaide Education Academy. Judging will take place within two weeks of the closure of the competition at Adelaide, South Australia.

The Panel will review the submissions based on the following criteria:

- Relevance and impact: The extent to which the photograph reflects or celebrates innovations of learning and teaching at the University of Adelaide.
- Visual appeal: The artistic quality, composition and creativity exhibited in the photograph.

- Clarity and description: The clarity and coherence of the accompanying blurb in conveying a learning and teaching context and significance of the photograph.

The winners will be determined from the valid entries received by the Promoter in accordance with these Winner and Selection Criteria details. The Panel's decision is final and no correspondence will be entered into regarding the decision or decision making process. The Promoter reserves the right to not 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.

The People's Choice award will be determined via a polling system that will be available on the Competition's website. If any misuse or improper use of the polling system is detected, the Panel has the absolute right to take action as appropriate, including to disqualify eligible entries. Any action taken is final and will not be subject to review or complaint.

14. Claim Prize

The winner must contact the University of Adelaide within 28 days of the Winner Notification and provide proof of identity to collect the Prize. If the winner/s do not collect their prize during this Prize Collection Period, then the Winner/s will be deemed to have forfeited any right to the Prize, and the University of Adelaide may dispose of or otherwise deal with the Prize as it sees fit.

The Prize will be awarded as specified in these Terms and Conditions. The Prize values are in Australian dollars and are correct as at the time of the commencement of the Competition Period. Transport to claim the Prize is not part of the prize and is the sole responsibility of the Winner. The Prize cannot be exchanged or redeemed for other goods, services, cash or credit. If, for some reason the Prize is unavailable, the Promoter reserves the right to substitute the Prize or part of the Prize for a prize of equal or greater value.

15. Winner Notification

The Winner/s will be contacted via their submitted telephone and/or email address. The Winner/s will also be announced on the Promoter's website and on its social media channels.

16. Replacement Winner/s (if required)

The reselection of the Winner/s (if required) will take place at the same place as the original selection of the Winner/s as detailed in *Winner/s and Selection Criteria*.

17. Replacement Winner/s Notification (if required)

Any Replacement Winner/s will be contacted via their submitted telephone and/or email address.

18. Replacement Winner/s Claim Prize (if required)

Any Replacement Winner/s must contact the University of Adelaide within 28 days of Replacement Winner/s Notification and provide proof of identity in order to collect the Prize.

19. Other

If the photograph depicts Aboriginal knowledge, effort is taken to properly acknowledge and pay respects to Aboriginal traditional and cultural knowledge and appropriate permission granted to submit the photograph to the competition.

General Terms and Conditions

1. By entering the Competition, you agree to be bound by the Terms and Conditions of the Competition. The Terms governing the Competition include the *2023 Images of Learning and Teaching Competition – Terms* and these General Terms and Conditions, and any instructions relating to the Competition on the Promoter's website or from the Promoter's Competition Contact. Only entries that comply with the Terms and Conditions will be considered valid entries to this Competition.
2. All time and dates in the Terms and Conditions refer to the Time Zone in operation at the time of the Competition.
3. The Competition will be conducted during the Competition Period. The Promoter is not responsible for an entry that is not received by the Promoter during the Competition Period, for whatever reason.
4. Eligibility to enter the Competition is subject to the Entry Restrictions.
5. To enter the Competition, entrants must enter the Competition in accordance with the *Entry Method* and any other entry details provided by the Promoter on the Competition website or from the Competition Contact.
6. Entrants can enter the Competition once only.
7. Each entrant is responsible for their own costs associated with entering the Competition.
8. By entering the Competition, each entrant agrees that the Promoter may use their name, contact details and photograph for the purposes of the Competition. Each name and contact detail are considered to be 'personal information' under Privacy Laws. The University of Adelaide has comprehensive privacy policies addressing issues relating to the use, collection, security and access to personal available at their respective privacy policy (linked under section 10, *2023 Images of Learning and Teaching Competition – Terms and Conditions*).
9. Entrants agree that they are fully responsible for the photograph and/or content they submit to the Competition. The Promoter is not liable in any way for the photograph and/or content to the full extent permitted by law. Entrants agree that:
 - a. They will not submit a photograph that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity, or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, or gender, not suitable for persons aged 14 or under, or otherwise unsuitable for publication.
 - b. The photograph shall not contain viruses or cause injury or harm to any person or entity.
 - c. They will obtain prior consent from any person who appears in the photograph.
 - d. The photograph is the original work of the entrant, taken by them, and does not infringe the rights of any third party or otherwise obtains full prior consent from any person who may have any rights to the photograph and/or content to the uses

contemplated by these General Terms, and the content does not infringe the rights of any third party.

- e. They (the Entrant as creator of the photograph/content) consent to any use of the photograph by the Promoter which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968 (Cth)* and warrant that they have the full authority to grant these rights.
- f. They will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 10. As a condition of entering this Competition, each entrant licenses and grants the Promoter a non-exclusive, fee-free, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use their entry for the purposes of judging the competition and to use, reproduce, modify, adapt, publish and display their entry (photograph and/or blurb) for the Promoter's ongoing promotional purposes including to advertise, use on the Promoter's website and social media channels, including for promotional purposes not related to this Competition. The Promoter will not enter commercial arrangements or directly profit from the licence.
- 11. For the avoidance of doubt, each entrant agrees that the licence granted to the Promoter by each entrant includes the right of the Promoter to grant a non-exclusive, fee-free, royalty-free, perpetual, world-wide, sub-licensable, irrevocable licence to the University of Adelaide which permits the University of Adelaide to use and display the first-place, second-place, third-place and people's choice winning entries and all the University of Adelaide's ongoing promotional purposes in relation to the Competition and showcase of the Images of Teaching and Learning Competition 2023, including being made available for the public via the Competition website and for display in the Library and University campus under a Creative Commons Attribution Noncommercial No Derivative Works licence (CC BY-NC-ND) or via a more open CC licence of their choosing.
- 12. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - a. to disqualify any entrant, or
 - b. to modify, suspend, terminate, or cancel the Competition, as the Promoter deems appropriate.
- 13. Except for any liability that cannot by law be excluded, including any statutory consumer guarantees provided under the consumer protection laws of Australia, the Promoter (including its respective officers, employees, and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special, or consequential, arising any way out of the Competition.
- 14. If the Winner/s does not comply with these Terms and Conditions and/or does not claim the prize in accordance with the Claim Prize section in the *2023 Images of Learning and Teaching Competition – Terms* and these General Terms and Conditions, the Promoter reserves the right to select a replacement winner from the remaining valid entries. If a winner re-selection is required, the selection of the replacement winner/s will be conducted by the Promoter in accordance with the Replacement Winner/s (if required) section in the *2023 Images of Learning and Teaching Competition – Terms*. Any replacement winner/s will also be announced on the Promoter's website and on the Promoter's social media channels.