

## mercy foundation youth awards 2017 video competition

# Terms and Conditions

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This document sets out the terms on which you participate (**Terms and Conditions**) in the Mercy Foundation Youth Awards 2017 (**Competition**).

### GENERAL

1. The Promoter of the Competition is The Mercy Foundation Ltd, (ABN 49 051 253 902). It is a not for profit organisation with Public Benevolent Institution status. The Mercy Foundation is a company limited by Guarantee. The Mercy Foundation's trustees are the Sisters of Mercy, North Sydney. The Mercy Foundation's registered office is 40 Rocklands Road, Wollstonecraft NSW 2065.
2. All relevant instructions on the Mercy Foundation's website [www.mercyfoundation.com.au](http://www.mercyfoundation.com.au) (**Website**) form part of these Terms and Conditions. The Terms and Conditions will prevail to the extent of any inconsistencies on the Website.

### ELIGIBILITY AND ENTRY REQUIREMENTS

3. Each student entering the Competition (**Entrant**, or collectively **Entrants**) is bound by these Terms and Conditions.
4. Participating in the Competition is free and is open to students in Australia who are in the academic years 10, 11 and 12 at the time of entry and at the time the winners of the competition are announced.
5. The Competition is not open to:
  - a. any person who is an employee, officer, servant or contractor of the Promoter (Mercy Foundation);
  - b. any persons residing outside of Australia; or
  - c. any person who refuses to comply with or breaches any term of these Terms and Conditions.
6. Entrants must register as a team of between 2 to 5 students. An Entrant is not permitted to be a member of more than one team.
7. An entry into the Competition must be a video that explores and advocates against ONE of the following issues: (a) human trafficking in domestic servitude (b) human trafficking in restaurant work and (c) human trafficking in agricultural work (**Entry**). Each team may only submit one Entry into the Competition.
8. The video competition opens on **26<sup>th</sup> April 2017** and closes on **23<sup>rd</sup> June 2017** at midnight AEST.
9. When submitting an Entry, Entrants must complete and attach the entry form in full. It is the responsibility of the Entrants to ensure that the Promoter (Mercy Foundation) has received their Entry and entry form. Any Entry received after the expiry of the submission date will not be accepted. The Promoter (Mercy Foundation) does not accept any responsibility for Entries that are late, lost, delayed or misdirected.

10. Entries may be submitted electronically, using a format including but not limited to mp4, .mov, Quicktime Movie, YouTube (Private) link. Entries up to 5MB may be emailed to [youthawards@mercyfoundation.com.au](mailto:youthawards@mercyfoundation.com.au). Entries in excess of 5MB may be submitted using a file transfer site such as Google Drive or Dropbox. If required, please nominate [youthawards@mercyfoundation.com.au](mailto:youthawards@mercyfoundation.com.au) to open or share your file. Please note that if you are submitting a YouTube link, you must ensure that the video is not publicly available except to the Mercy Foundation.
11. Entries on USB or DVD with a completed entry form may be delivered or mailed to the Mercy Foundation, 40 Rocklands Road Wollstonecraft NSW 2065. If you are submitting files on a USB or DVD, you agree that the USB or DVD will become the property of the Promoter (Mercy Foundation) and will not be returned to the Entry Team.
12. Entries must not contain inappropriate language, gratuitous violence, sexual references or statements that, in the Promoter (Mercy Foundation)'s reasonable opinion, promote hatred towards an individual, race, or community.
13. UNDER NO CIRCUMSTANCES are students to enter, trespass or video private premises or commercial establishments or attempt to perform unsolicited interviews with persons unknown to them regarding human trafficking. Human trafficking is a criminal offence and students may be inadvertently placing themselves at risk if they attempt any of the above.  
  
We recommend students act out scenarios and interviews in a safe environment, such as their school or home.
14. By submitting an Entry, the makers of the Entry grant the Promoter (Mercy Foundation) and its related entities as defined under the Corporations Act 2001 (Cth) a royalty-free, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, worldwide licence to use, publish, reproduce, transmit, distribute, modify, edit, translate, or otherwise deal with the entry in any way, including sublicensing those rights to any third party. The Entrants consent to any act or omission in respect of an Entry, unconditionally and irrevocably, that would otherwise infringe the moral rights of the Entrants.
15. Each Entrant warrants that:
  - a. all details provided with their Entry and entry form are true and accurate;
  - b. they have all necessary intellectual property rights and licenses to grant the rights set out in these Terms and Conditions;
  - c. the Entry is wholly comprised of original work, created and owned by them, and has not been previously communicated to the public;
  - d. the Entry does not contain any identifiable product or product logo other than the Entrants' school's crest; and
  - e. the exercise of any of the rights granted to the Promoter (Mercy Foundation)s in these Terms and Conditions will not infringe the rights of any third parties.
16. If selected as a prize winner, students featured in a video Entry must provide the Promoter (Mercy Foundation) with the media consent in the entry form if they wish to have their videos screened publicly. Winners who do not provide these completed forms will not be eligible to have their videos screened publicly.

## **WINNERS AND PRIZES**

17. The Judging Panel will select winners in first place, second place and third place. The Judging Panel shall base their decision on the Entry which, in their opinion, best satisfies the following judging criteria:
- a. content;
  - b. accuracy of information;
  - c. creativity;
  - d. originality;
  - e. effort;
  - f. persuasiveness
  - g. quality; and
  - h. overall visual presentation.
18. Chance plays no part in determining the winning entries.
19. The prizes for the winning entries and their schools will be as follows:

<b>First Place</b>	<ol style="list-style-type: none"> <li>1. \$700 AUD will be shared amongst the Entrants; and</li> <li>2. the Entrants' school will receive \$700 AUD with a request that the amount be spent on social justice resources and/or activities to promote social justice in the school and/or donated to a charity addressing social justice issues in Australia.</li> </ol>
<b>Second Place</b>	<ol style="list-style-type: none"> <li>1. \$350 AUD will be shared amongst the Entrants; and</li> <li>2. the Entrants' school will receive \$350 AUD with a request that the amount be spent on social justice resources and/or activities to promote social justice in the school and/or donated to a charity addressing social justice issues in Australia.</li> </ol>
<b>Third Place</b>	<ol style="list-style-type: none"> <li>1. \$200 AUD will be shared amongst the Entrants; and</li> <li>2. the Entrants' school will receive \$200 AUD with a request that the amount be spent on social justice resources and/or activities to promote social justice in the school and/or donated to a charity addressing social justice issues in Australia.</li> </ol>

All students will receive a Certificate of Participation. The judging panel may, at their discretion, award Certificates of Merit or additional prizes.

#### **ANNOUNCEMENT OF WINNERS**

20. The winners of each category will be announced in the week commencing **18<sup>th</sup> September 2017** on the website [www.mercyfoundation.com.au](http://www.mercyfoundation.com.au). Entrants and their nominated contact teacher will be notified by an email to the email addresses provided when registering for the Competition. It is the responsibility of the Entrants to ensure their registered details are correct, and the Promoter (Mercy Foundation) will not be liable for any Entrant's failure to receive the email notification.
21. Decisions of the Promoter (Mercy Foundation) and its panel of judges are final and will be binding on each Entrant and no correspondence regarding the result will be entered

into. The first name of the finalists and the school he/she attends will be published in the media chosen by the Promoter (Mercy Foundation) including but not limited to the Mercy Youth Award website, the Mercy Foundation website, Mercy Foundation Australia Facebook page, the Mercy Foundation newsletter and e-newsletter. Each Entrant consents to the use of her or his first name, and the name of her or his school as above.

22. The Promoter (Mercy Foundation) may, at its absolute discretion:
- a. cancel the Competition and recommence it at another time under the same terms and conditions; or
  - b. refuse to award any prize to any entrant who fails to comply with these Terms and Conditions, any applicable law, or whose involvement with the Competition may otherwise cause adverse publicity to the Promoter (Mercy Foundation).

## **LEGAL**

23. You must not in any way use the Promoter (Mercy Foundation)'s name, the name of any related entities of the Promoter (Mercy Foundation) or the Sisters of Mercy, in relation to an Entry, or represent expressly or impliedly that the Promoter (Mercy Foundation), its related entities or the Sisters of Mercy are in any way associated with, or endorse, an Entry without the prior written consent of the Promoter (Mercy Foundation).
24. Entrants agree that the Promoter (Mercy Foundation) shall not be liable for any costs or expenses incurred by Entrants by participating in the Competition, including the costs or expenses in making an Entry, submitting an Entry or any additional costs associated with the prize.
25. The Entrant acknowledges that the Promoter (Mercy Foundation) is not equipped with mechanisms to prevent unauthorised use of the Entry, and the Entrant accepts that, to the fullest extent allowable under the law, the Promoter (Mercy Foundation) is not liable for any unauthorised use of an Entry by any third party.
26. The Promoters (Mercy Foundation) are under no obligation to exercise any of the rights granted to it by these Terms and Conditions and providing downloads and any communication of the Entries to the public is at the complete discretion of the Promoter (Mercy Foundation).
27. Entrants agree that the Promoter (Mercy Foundation) may use Entries and school details provided to the Promoter (Mercy Foundation) for any promotional, marketing and publicity purposes of the Promoter (Mercy Foundation) in any media without notice and without any fee being paid.
28. The Promoter (Mercy Foundation) is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter (Mercy Foundation) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
29. To the full extent permitted by the law, the Promoter (Mercy Foundation) will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the

Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.

30. The Promoter (Mercy Foundation) takes its privacy and data security obligations seriously. You can find the Promoter (Mercy Foundation)'s Privacy Policy at [www.mercyfoundation.com.au](http://www.mercyfoundation.com.au)
31. The governing law of these Terms and Conditions is the law of New South Wales and parties will submit to the exclusive jurisdiction of the courts of New South Wales in the event of any dispute.