

## Terms and Conditions

### Defence Science & Technology Group Modelling Complex Warfighting Gameathon

#### 1. Main Terms

1.1 By registering through the Defence Science & Technology Group Modelling Complex Warfighting Gameathon (the “DST Gameathon”) event, you agree to these Terms and Conditions.

1.2 This is a game of skill. Chance plays no part in determining the winners. Each entry will be individually judged, based upon [individual creative merit].

1.3 By submitting your registration, you warrant that you have obtained consent from each group member and that each group member agrees to these Terms and Conditions.

1.4 Registrations must comply with these Terms and Conditions to be valid and accepted.

#### 2. Registration Period

2.1 The Registration starts on XXXXX and closes on XXXXXX (“Registration Period”).

#### 3. Late Submissions

3.1 Any Registration not received by DSAi via the DST Gameathon event during the Registration Period will not be considered.

#### 4. Receipt of submissions

4.1 Registrations are deemed to be received at the time they are received by the DST Gameathon Event and not at the time of submission. DSAi does not accept responsibility and is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected registrations, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. DSAi has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. DSAi is not liable for any consequences of user error including (without limitation) costs incurred.

#### 5. Eligibility

5.1 For the purpose of these Terms and Conditions, a reference to a Registrant means an individual or group of individuals who have submitted a registration in accordance with clause 6 of these Terms and Conditions.

5.2 Registration is open to teams of any size

5.3 Any member of a Group Registration under the age of 18 must have a parent or guardian registered in their team and be present with them while they are at the event.

5.4 If any member of the team is an employee of DST, or has been an employee in the previous 12 months from the date of the Event, they must register as an Internal team. All other Registrants are deemed as External teams.

5.5 Individuals may not form part of more than one team.

## **6. How to Submit**

6.1 You must complete and submit the registration form available via the DST Gameathon event page

6.2 Registrants must:

(a) Submit complete and accurate contact details, including:

(i) The full name of each team member;

(ii) Team name ;

(ii) ABN (if applicable);

(iv) Nominated team leader details, including contact e-mail address, contact phone number, organisation or university (if applicable); and

(vi) If they work for or have worked for a DST in the last 12 months.

(b) Answer all mandatory questions set out on the registration form.

(c) Identify if the application is submitted as an Internal team or External team application.

6.3 Registrations that do not comply with these Terms and Conditions are invalid and will not be accepted.

## **7. Attendance**

7.1 There is no specific event to attend and all sessions including information briefings and prize announcements will be done virtually.

7.2 The creation of works and submissions will be conducted online throughout the course of the event.

7.3 DSAi decision to accept any Registrant is final and no correspondence will be entered into.

7.4 Registrants will be required to present their [concept] to a team of judges, who will consider each submission on [criteria] to determine a winner and runner up.

7.5 Presentations to the judges must:

(a) provide an overview of the proposal;

- (b) provide a high level overview of the proposed solution ;
- (c) not exceed 5 minutes for each challenge

## **8. Award**

A winner and runner up will be selected by the judges for both Challenge 1 and Challenge 2. The winning teams will be awarded \$1,000 per team. The runners up in each category will receive \$500 for 2<sup>nd</sup> prize and \$250 for 3<sup>rd</sup> place.

(a) Each Award is awarded to the Team to be allocated in equal shares amongst the Registrant team members.

(c) All Awards are inclusive of GST

DSAi may grant any other prize to Registrants deemed by the judges to be meritorious.

Winners and runners up will have the opportunity to be further supported or endorsed by DSAi or DST. Any such arrangement will be entered into as a separate agreement.

## **9. No Compensation of Reimbursement**

9.1 All costs associated with the Registration and attendance to any activity of the DST Gameathon are costs borne by a Registrant (including, without limitation, any data or internet costs incurred in accessing the application form, developing the Idea before, during or after the Registration Period or travel to or from any activity).

## **10. Relationship and Obligation**

10.1 Registrants acknowledge that acceptance of the Award, or any Endorsement by DSAi or DST, creates no relationship with DSAi or DST and is under no obligation to engage in negotiations or enter into a commercial relationship with the Registrant.

10.2 DST may, at its sole discretion, enter into further discussions or negotiations with any Registrant regarding their submission.

## **11. Misconduct of registrants**

11.1 DSAi and DST reserves the right to disqualify and reject the application of Registrant that it considers to have engaged in misconduct or sought to benefit by using the intellectual property of other Registrants or otherwise.

## **12. Provision of misleading information upon submission by a registrant**

12.1 Registrants who are deemed by DSAi or DST to have provided incorrect, misleading or fraudulent information may, at the discretion of DSAi or DST, be deemed invalid and will be ineligible for any Award. This includes, but is not limited to, failing to properly register as an Internal team where required.

### **13. Intellectual Property Rights**

13.1 Unless otherwise provided by law, Registrants own any intellectual property rights in their registration and presentations.

13.2 Registrants grant Defence a perpetual, irrevocable, worldwide, royalty and payment free, transferable, sub-licensable right to exercise all of the intellectual property rights and use, modify, or reproduce all data (excluding registrant data) in the contributions for the purposes relating to or involving the of assessing of Registrations, the defence and security of Australia, domestic or international peace keeping or emergency aid, domestic or international security or law enforcement, research and development activities, including use by foreign governments or third parties for any of the purposes listed in this paragraph, and including such third party use on commercial terms with Defence, but otherwise excluding commercialisation.

13.3 Registrants warrant that they have the right to grant the licenses described above. If you are not in a position to grant the licenses set out above, please do not make any contribution to the Registration.

13.4 All Registrants warrant that their registration is their own original work and does not infringe the Intellectual Property Rights of any other person.

13.5 Without limiting or otherwise restricting clause 9.1, Registrants hereby indemnify DST against any third party liabilities, claims, costs, expenses (including legal costs), loss or damage incurred by DST as a result of publishing any material submitted by Registrants as part of their Registration.

### **14. Marketing**

14.1 By submitting a Registration, Registrants (including all team members) agree to DSAi and DST use of their name, likeness, image, photograph and all documentation or presentations given to DSAi and DST or other associated agency for publicity and promotional purposes for an unlimited period of time, without further notification or compensation. Registrants acknowledge and agree that DSAi and DST will own the copyright in any video presentation, images and photographs of them and in all material incorporating the video, image or photograph.

### **15. Limitation of Liability**

15.1 Except for any liability that cannot be excluded by law, DSAi and DST (including its officers, employees and agents) will not be liable for any loss or damage whatsoever that is suffered or sustained (including but not limited to indirect or consequential loss) or for any death, illness, personal injury or

property damage suffered or sustained (even caused by negligence), as a result of, or in any way connected with, this registration or Award.

15.2 To the extent permitted by law, all Registrants agree to release, fully indemnify and keep fully indemnified, DSAi and DST (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim or other right of action arising out of, or in connection with, this Registration or accepting or using the Award including (but not limited to) death, illness or personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission or otherwise.

15.3 The Approved Applicant may be required to sign and return to DSAi and DST a legal release and indemnity in a form determined by DSAi and DST as a condition of receiving the Award. Failure by the successful Registrants to return the signed releases and indemnities may result in the entitlement to the Award being forfeited.

## **16. Personal Information**

16.1 The details contained in Registrations are protected by security safeguards compliant with the Privacy and Personal Information Protection Act 1988 (NSW). DSAi collect Registrants' personal information in order to conduct the Registration. If the information requested is not provided, a Registrant may not register. By submitting a Registration, unless otherwise advised, Registrants also agree that DSAi and its contractors may use this information, in any media for future promotional, marketing and publicity purposes, including but not limited to sending the Registrant electronic messages or telephoning the Registrant, without any further reference, payment or other compensation to the Registrant. A request to access, update or correct any information should be directed to DSAi. All information relating to Registrants provided to DSAi will be held in accordance with DSAi Privacy Policy which is available at <https://dsai.org.au/privacy-policy/>.

## **17. Miscellaneous**

17.1 Registrants are responsible for obtaining their own independent legal and financial advice regarding these Terms and Conditions.

17.2 All times listed in these Terms and Conditions of are Australian Eastern Daylight Time (AEDT).

17.3 DSAi reserves the right to amend these Terms and Conditions at any time during the Registration Period.

17.4 These Terms and Conditions will be construed according to the laws of New South Wales and Registrants submit to the exclusive jurisdiction of the courts of that State.

17.5 "Including" is not a word of limitation.

17.6 Failure by DSAi to enforce any of its rights at any stage does not constitute a waiver of those rights.

17.7 If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

17.8 A word importing the singular includes the plural (and vice versa).

17.9 If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions shall nevertheless continue in full force.

17.10 Nothing in these Terms and Conditions is to be interpreted against DSAi solely on the ground that DSAi put forward these Terms and Conditions or any part of them.