

## Rules

### gen[in] Student Innovation Challenge

#### 1. Challenge promoter

1.1 The State of Queensland through **Indooroopilly State High School** (ABN: 43 967 948 749) (the State We, Us, Our) is conducting a challenge.

1.2 Our contact details are:

*Contact: The Project Manager, gen[in] Challenge*

*Postal Indooroopilly State High School  
Address: PO Box 61,  
Indooroopilly QLD 4068 Australia*

*Email: info@indoorooshs.eq.edu.au*

#### 2. The Challenge

2.1 We will conduct the **gen[in] Student Innovation Challenge** (the Challenge) as part of the “Shaping Queensland’s Entrepreneurs” project for the Queensland Student Innovations and Entrepreneurship Alliance (QSIEA).

2.2 We publish information about the Challenge, including the gen[in] Challenge Instructions, at [www.studyqueensland.qld.gov.au/genin](http://www.studyqueensland.qld.gov.au/genin).

2.3 We will conduct the Challenge in three rounds at the following locations at the following times:

<b>Round</b>	<b>Start date</b>	<b>End date</b>	<b>Location</b>
<i>Round 1</i>	<i>21<sup>st</sup> January 2019*</i>	<i>10<sup>th</sup> March 2018</i>	<i>Online</i>
<i>Round 2</i>	<i>11<sup>th</sup> March 2019</i>	<i>26<sup>th</sup> April 2019</i>	<i>Online</i>
<i>Round 3</i>	<i>10<sup>th</sup> May 2019</i>	<i>11<sup>th</sup> May 2019</i>	<i>Brisbane, Australia</i>

*\*Early bird access will be provided to interested participants from 31<sup>st</sup> October 2018.*

2.4 Round 1 and Round 2 will be conducted online and can be completed concurrently.

2.5 At the end of Round 2 We will issue invitations to a limited number of participants to participate in Round 3 (see the gen[in] Challenge Instructions for further information).

### 3. Eligibility

3.1 You are eligible to register and participate in the Challenge if you are:

- a) between 14 and 21 years old (inclusive) on 21 January 2019;
- b) a resident of Queensland, Australia (including international students resident in Queensland) during the Challenge; and
- c) enrolled (as at 22 January 2019) in at least one of:
  - i) a Queensland State or non-State school;
  - ii) a Queensland tertiary educational institution;
  - iii) a registered training organisation, language or ELICOS centre; or
  - iv) a home education under the *Education (General Provisions) Act 2006*.

3.2 If You are under the age of 18 you may only participate with the consent of a parent.

3.3 We reserve the right to refuse or terminate any person's participation in the Challenge at any time.

3.4 We will accept a maximum of 1,000 of individual participants.

### 4. How to enter

4.1 To register, You must submit a registration form to us before 5:00pm on 22 March 2018. Late applications will not be accepted. You may access the registration form at [www.studyqueensland.qld.gov.au/genin](http://www.studyqueensland.qld.gov.au/genin)

4.2 If you are over the age of 18, you may complete and submit the registration form online or download, complete and sign the form and post it or email a scanned copy to Us using Our contact details above.

4.3 If you are under the age of 18, you must:

- a) print and complete the registration form in hardcopy;
- b) ensure both You and Your parent sign the registration form;
- c) either send the hardcopy registration form by post or email a scanned copy to Us using Our contact details above.

4.4 There is no fee to participate in the Challenge.

4.5 By submitting a registration form You fully and unconditionally agree to comply with all of the terms and conditions contained in these Rules. If you do not agree with any of these terms and conditions, do not register and do not submit an Entry. You agree to comply with (in descending order of precedence):

- a) these Rules;
- b) the gen[in] Challenge Instructions; and
- c) the instructions in the registration form.

## 5. Participation

- 5.1 The guidelines and criteria for all Entries and instructions for participating in the Challenge are explained in the gen[in] Challenge Instructions at [www.genin.qld.edu.au](http://www.genin.qld.edu.au).
- 5.2 All aspects of your Entry should be your (and, if applicable, members' of your team) own, original work.
- 5.3 You agree at all times to conduct yourself in a lawful, professional, ethical, safe and responsible manner that recognises and respects the rights of others.
- 5.4 You must not do anything or become involved in any situation which, in Our reasonable opinion, brings Us or the Challenge into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon Our reputation.
- 5.5 If We decide for any reason that your Entry or conduct is inappropriate or unacceptable We may disqualify You and terminate your participation in the Challenge.
- 5.6 Once submitted, an Entry can not be cancelled, removed or revoked by You.
- 5.7 You may submit only one Entry.
- 5.8 Any Entry suspected of violating IP rights or any local or country laws of Australia will be ineligible.

## 6. Judging

- 6.1 We will appoint a panel of judges to judge the Entries according to criteria in these Rules, the gen[in] Challenge Instructions, and any other criteria notified to You by Us.
- 6.2 Entries will be judged on merit alone and the Challenge does not involve an element of chance.
- 6.3 At the end of Round 2 the panel of judges will select a limited number of participants to be invited to participate in Round 3 as per the gen[in] Challenge Instructions.
- 6.4 At the end of the pitch session at the end of Round 3, the panel of judges will select prizewinners and award prizes.
- 6.5 You agree that the panel of judges' decisions are final and binding and cannot be challenged or appealed.

## 7. Prizes

- 7.1 We will award a first prize and runner-up prize of cash in each of three categories as follows:

<b>Category</b>	<b>1<sup>st</sup> Prize</b>	<b>Runner-up Prize</b>
<i>Profit Entrepreneur</i>	\$4,000	\$1,000
<i>Community Entrepreneur</i>	\$4,000	\$1,000
<i>Unicorn Entrepreneur</i>	\$4,000	\$1,000

- 7.2 We may, in our absolute discretion, award additional prizes including, for example, mentoring, co-working space, showcasing an entry at a national or international start up event, or educational programs.

- 7.3 Individual participants or team participants that have previously received monetary prizes in the gen[in] Student Innovation Challenge are not eligible to participate in this years' Challenge.
- 7.4 Confirmation of eligibility will be required prior to awarding any prizes.
- 7.5 If a prize is unavailable, we will, in our sole and absolute discretion, reserve the right to substitute the prize with a prize of approximately equal value and/or specification.
- 7.6 Prizes are not transferrable and You must not sell the prizes.
- 7.7 Each winner is responsible for any applicable taxes, costs or expenses in connection with the prize.
- 7.8 For team participants, the prize amounts will be distributed to the Team Captain (as identified on the Registration Form). The Team Captain will have sole responsibility for further distribution of any cash prizes among team members. All members of a team must participate and be present in person in the Challenge final pitch event to be eligible to receive a share of the prize money awarded to that team.

## 8. Intellectual property and other rights

- 8.1 You hereby license all rights in your Entry (including intellectual property rights) under the Creative Commons Attribution 4.0 International (CC BY 4.0) licence. (See: <https://creativecommons.org/licenses/by/4.0/deed.en>).
- 8.2 You acknowledge that any person (including Us) may copy, use and publish your Entry or any part of it in any medium or format and remix, transform, and build upon the material for any purpose, including commercially, subject to the Creative Commons Attribution 4.0 International (CC BY 4.0) licence.
- 8.3 If your Entry is subject to third party rights (for example, intellectual property rights, moral rights, confidentiality or information privacy rights), you must ensure you have secured the right to license that material under a Creative Commons Attribution 4.0 International (CC BY 4.0) licence.
- 8.4 You acknowledge that people who participate in the challenge or view your Entry might use or disclose your Entry or personal information about you. You agree that We are not liable in any way for use or disclosure of your Entry or personal information by other people and We shall not be deemed to have been involved in or permitted that use or disclosure.

## 9. Personal information and privacy

- 9.1 We may collect, record, store, use and disclose personal information about You for the purpose of promoting and conducting the Challenge.
- 9.2 We will deal with your personal information in accordance with information privacy laws including, but not limited to, the *Information Privacy Act 2009 (Qld)*.
- 9.3 The personal information about you we deal with may include:
- Your name;
  - Your email address;
  - Your postcode
  - Your age;
  - Your country of origin.
- 9.4 You agree that We may disclose your personal information to third parties for the purpose of promoting and conducting the Challenge provided that we ensure the third parties agree to deal with your personal information as if they were Us.
- 9.5 You agree that We may disclose your personal information to third party software service providers identified in the Third Party Website Consent form at schedule 2 for the purpose of giving you access to the software and you agree that this information may be stored outside of Australia.
- 9.6 Your personal information may be used by, or disclosed to, third parties without notice to you if authorised or required by law.
- 9.7 You are not obliged to provide personal information to Us but if you do not provide the personal information We may be unable to accept your registration in the Challenge.
- 9.8 If you wish to access or correct any of your personal information or discuss how it has been dealt with You may send a request to Us using Our contact details above.

## 10. Warranties

- 10.1 You represent and warrant to Us that Your Entry:
- a) is your original work and is not based on pre-existing work and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you granted hereunder;
  - b) does not contain anything that might give rise to a claim of infringement of any rights including, without limitation, intellectual property rights or moral rights, privacy, confidentiality or any contractual or other right;
  - c) does not contain offensive content (including sexually explicit, racially vilifying, defamatory, discriminatory or violent content); and
  - d) insofar as Your Entry involves your personal information or that of any third party, all informed consent to the recording, storage, use and disclosure of that personal information is and has been given.

## 11. Release, discharge and indemnity

- 11.1 You release, discharge and indemnify Us and Our Personnel from and against any Claim incurred by any of them (whether in contract, tort including negligence, or otherwise) in connection with:
- a) Your failure to comply with an applicable law;
  - b) Your wilful default or misconduct;
  - c) any claim of intellectual property rights or moral rights infringement relating to Your Entry;
  - d) breach of any warranty given in this document; or
  - e) any Claim by a third party relating to your participation in the Challenge, except to the extent that We or Our Personnel caused or contributed to the Claim.

## 12. General

- 12.1 **Cancellation.** We reserve the right to cancel the Challenge at any time without compensation if circumstances arise outside of Our control.
- 12.2 **Costs.** Unless otherwise expressly stated or agreed, You acknowledge and agree that You are solely responsible for the costs you incur in your participation in the Challenge.
- 12.3 **Decisions.** You agree that where We or the panel of judges make a decision relating to the Challenge we do so in Our absolute and unfettered discretion and We do not need not give any reasons for any decision made.
- 12.4 **Electronic communication:** You agree that We will communicate with You by email and other electronic means. You acknowledge that electronic communications, unless adequately encrypted, are not secure and may be viewed by others or interfered with. You acknowledge that We accept no responsibility for the security or integrity of any information communicated between You and Us over the internet or by other electronic means.
- 12.5 **Entire agreement.** These Rules and the gen[in] Challenge Instructions set out all the parties rights and obligations relating to the subject matter, and they replace all

earlier representations, statements, agreements and understandings unless stated otherwise. No other terms apply.

- 12.6 **Governing Law:** These Rules are governed by the laws of Queensland and the parties submit to the nonexclusive jurisdiction of the courts of Queensland.
- 12.7 **Relationship.** You agree that participating in the Challenge does not involve any representation or expectation for any future involvement with Us. Your participation in the Challenge does not create any partnership, contract of employment or employment relationship, joint venture, or relationship of principal and agent between You and Us.
- 12.8 **Variations:** We may change these Rules at any time and We will use reasonable endeavours to notify you of such changes either by notifying you in person or by sending you an email.
- 12.9 **No confidential relationship.** No Entry will be received or held “in confidence” and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Us or between you and any other party. Without limitation of the foregoing, you understand and agree that your Entry may be publicly disclosed by Us on the gen[in] website, or in other public communications, forums and media.
- 12.10 **Publicity.** Participant acknowledges and agrees that We may use the Entry (including any submission) for publicity, advertising or other marketing purposes, in any media, and may use the name, likeness, and hometown name and/or prize information of potential winners as part of that publicity, without additional compensation to the potential winners

### 13. Definitions

- 13.1 **Claim** means claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages or expenses, including those arising out of the terms of any settlement.
- 13.2 **ELICOS centre:** means an educational institution delivering the English Language Intensive Courses for Overseas Students program.
- 13.3 **Entry** means any material whether or not in physical form including submissions, videos and documents that is created, written, performed, developed or otherwise brought into existence by You that you provide to Us as part of your participation in the Challenge but excludes:
- a) material (including software), subject to third party rights; and
  - b) material which existed at the Challenge start date or which is developed independently of the Challenge.
- 13.4 **gen[in] Challenge Instructions** means the instructions describing how the Challenge will operate and what You and We must do to participate published at [www.genin.qld.edu.au](http://www.genin.qld.edu.au).
- 13.5 **intellectual property** means all copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeders rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after your participation in the Challenge.
- 13.6 **personal information** has the meaning given in the *Information Privacy Act 2009 (Qld)*:

13.7 **Personnel** means Our officers, directors, employees, agents, subcontractors and volunteers who help us conduct the Challenge.



**Schedule 1  
Registration Form**

Please complete the following registration form and either email a scanned copy or post a hard copy to Our contact details.

<b>PARTICIPANT DETAILS</b>	
First Name:	
Email:	
Date of Birth:	
Postcode:	
Country of Origin:	
Which of the following is the Participant enrolled:	High School Student <input type="checkbox"/> University Student <input type="checkbox"/> Other <input type="checkbox"/>
If Other, please provide more detail:	
Is the Participant a:	Domestic Student <input type="checkbox"/> International Student <input type="checkbox"/>
Are you part of a team?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Team Name:	
Team Captain:	

<b>PARTICIPANT ACKNOWLEDGEMENT/SIGNATURE</b>	
I have read, understood and accept the gen[in] Challenge Rules	<input type="checkbox"/>
I have read, understood and accept the Third Party Consent [Schedule 2]	<input type="checkbox"/>
Participant Signature:	
Date:	

<b>PARENT/GUARDIAN DETAILS/ACKNOWLEDGEMENT/SIGNATURE</b>	
Please complete the below if the participant is under the age of 18:	
I have read, understood and accept the gen[in] Challenge Rules	<input type="checkbox"/>
I have read, understood and accept the Third Party Consent [Schedule 2]	<input type="checkbox"/>
Name:	
Email:	
Parent/Guardian Signature:	
Date:	

Once completed, please return either a scanned copy or hard copy to Our contact details.

## Schedule 2

### Third Party Website Consent Form

We will use the cloud based software “Vision 6” to give participants information during the Challenge. Please familiarise yourself with the terms and conditions and, in particular, the Privacy Policy of “Vision 6”.

Name of Provider:	Vision 6
Type of Service:	Vision6 is a provider of email and SMS marketing software. Vision6 helps deliver well designed and relevant emails. It is also a one stop digital solution for online learning and engagement.
Website:	<a href="https://www.vision6.com.au/">https://www.vision6.com.au/</a>
Terms of Use:	<a href="https://www.vision6.com.au/terms-and-conditions/">https://www.vision6.com.au/terms-and-conditions/</a>
Privacy Policy:	<a href="https://www.vision6.com.au/about-us/privacy-policy/">https://www.vision6.com.au/about-us/privacy-policy/</a>
File Storage:	Cloud based servers in Australia paired with servers in the United States for analytics.

We will disclose the following personal information about participants to Vision 6:

Name of Provider:	Vision 6
Personal Information Disclosed:	First Name Email Postcode Age Country of Origin
Purpose for Disclosure:	To allow Us to provide you with emails with tailored educational content.

Alternatively, if the participant is under the age of 18 We can use a participant’s parent’s information and We will communicate through Vision 6 with the parent.

Participants receiving communication from Vision 6 may unsubscribe and have their personal information removed from Vision 6’s systems at any time by clicking the “unsubscribe” link in each email.

Vision 6 will use the information for purposes including:

Promoting and conducting the Challenge;



Engaging participants in tailored email nurturing that delivers the educational materials and updates as part of the Challenge; and

Providing reports to Trade and Investment Queensland (TIQ) on the number of participants, diversity of participants (age, location and country of origin) utilising de-identified data.

You are not obliged to consent to Us disclosing information to Vision 6. However, if you do not consent the participant cannot receive communication from Us using Vision 6.

If you wish to access or correct any of your personal information or discuss how it has been dealt with You may send a request to Our contact details.

The Project Manager, gen[in] Challenge

Indooroopilly State High School

PO Box 61,

Indooroopilly QLD 4068 Australia

[info@indoorooshs.eq.edu.au](mailto:info@indoorooshs.eq.edu.au)