

# Schools Competition

## Terms and Conditions

### TERMS & CONDITIONS

1. By entering the MobileMuster Schools Competition (**'Competition'**), entrants (**'Entrants'**) agree to be bound by the following terms and conditions (**'Terms and Conditions'**). Please read the Terms and Conditions carefully and contact us if you have any questions at [mobilemuster@amta.org.au](mailto:mobilemuster@amta.org.au). Please be aware that failure to abide by these Terms and Conditions may render an Entrant's submission ineligible for the Competition.
2. The Australian Mobile Telecommunications Association (**'AMTA'**) will manage and administer the Competition.

### WHO MAY ENTER

3. Entry to the Competition is free and open to students enrolled in primary or secondary education in Australia during 2024. This includes home-schooled children.
4. Entrants can enter either as an individual or as a small group or class through their school.
5. Individual Entrants aged under 18 years of age may only enter the Competition with the consent of a parent or guardian. The entry form must be completed by the parent or guardian (who agrees to be bound by these Terms and Conditions).
6. Entrants can choose any medium to participate, including: Drawing, Photography, Sculpture, Painting, Digital Art, and Short Film. We will refer to the mediums as an **'Artwork'**, considering that all mediums must follow the same selection criteria to participate in the competition.
7. For school group or class entries, the entry form must be submitted by a teacher. By submitting the entry form the teacher agrees to be bound by these Terms and Conditions (including paragraph 16) and represents that they have complied with all applicable school and Department of Education policies relating to the filming and production of video content featuring pupils (including minors) and/or school property.
8. Employees of AMTA and their immediate family members (including for example mother/father, brother/sister, son/daughter, stepfather/stepmother) are ineligible to enter, as are employees of Competition partner, Planet Ark Environmental Foundation ABN 26 057 221 95 (**'Planet Ark'**).

### ENTRY REQUIREMENTS

9. Entrants must submit their entries by midday AEST on Friday 01 November 2024 (**'Cut Off Date'**) by:
  - (a) uploading their Artwork to a sharing platform (such as Google Drive, Dropbox, WeTransfer);
  - (b) completing the online entry form via the MobileMuster Competition website (<https://www.mobilemuster.com.au/education/competition/>). The entry form requires Entrants to:

- i. provide personal information to enable AMTA to administer and promote this Competition (see paragraphs 17-20);
  - ii. declare whether the Artwork entry is made by or on behalf of a student (or students) enrolled in:
    - A. primary; or
    - B. secondary,  
education in Australia during 2024.
  - iii. in the case of a Short Film submission, provide a video link to the film and to upload a minimum of three still images from their film; and
  - iv. in the case of a Drawing, Sculpture, Painting, Digital artwork or Photography submission, upload an image of the Artwork.
10. Entrants are responsible for ensuring that the video link and files work and are encoded in a common file format. For Short Film submissions, high resolution MP4 is preferred.
11. By entering the Competition, Entrants acknowledge that (or in the case of an entry submitted on behalf of a minor, group or class, then the parent, guardian or teacher acknowledges that):
  - (a) Artworks must be original works made specifically for the Competition and created between 12 June 2024 and the Cut Off Date of 01 November 2024;
  - (b) any Artwork which is a Short Film must be no longer than one minute in length, including any credits;
  - (c) the Entrant meets the eligibility criteria prescribed in these Terms and Conditions; and
  - (d) all statements made in the online entry form are true and accurate.
12. Artworks may only be submitted once, however Entrants may submit multiple Artworks provided each Artwork differs significantly from any others submitted by that Entrant (as determined by AMTA in its sole discretion).
13. AMTA accepts no responsibility for any Artwork that is:
  - (a) submitted after the Cut Off Date;
  - (b) not uploaded correctly;
  - (c) which is damaged; or
  - (d) which is otherwise not able to be accessed by AMTA for any reason.
14. AMTA may refuse to accept an Artwork for any reason, including because AMTA considers that the Artwork contains discriminatory, defamatory or inappropriate content or which is otherwise not suitable for an audience under 18 years of age. It is recommended that Entrants complete their entry submission well ahead of the Cut Off Date to allow for unforeseen issues that may arise.

15. AMTA reserves the right in its sole discretion to disqualify any Entrant who AMTA considers (in its absolute discretion) has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. AMTA's legal rights to recover damages or other compensation from such an offender are reserved.

## **CONSENT**

16. By entering an Artwork in the Competition, the Entrant acknowledges and agrees that (and in the case of an entry submitted on behalf of a minor, group or class, then the parent, guardian or teacher acknowledges and agrees that):
  - (a) AMTA and Planet Ark may use the whole or any part of the film, including still images resulting from the Artwork, and any reproduction or adaptation of the Artwork or its images, including use with other Artworks, images or other material, for promotional, awareness and other purposes to assist AMTA and Planet Ark to achieve its aims and in any manner using any medium it chooses including transmission across their channels (including but not limited to websites, social media, YouTube, events, television advertisements and other promotional channels);
  - (b) all subjects appearing in the Artwork submitted by the Entrant have consented in writing to their appearance in the Artwork, if not using AMTA's form of consent, then on terms the scope of which extends to include AMTA and Planet Ark's purposes of use, as set out in these Terms & Conditions, and where subjects are minors such consent has been given by their parent or guardian;
  - (c) in respect of school group or class entries, signed consents have been obtained from the parent or guardian of each child appearing in the Artwork in the form required by the child's school (or if the school does not have a prescribed form of consent, then using AMTA's template form of consent, available here on the MobileMuster website;
  - (d) upon AMTA's request, the Entrant will promptly provide to AMTA copies of the signed consent form; and
  - (e) AMTA is not responsible for obtaining consents from subjects in any Competition entry and will not accept responsibility for consequences arising from any failure on the part of the Entrant to obtain such consent in a form approved by AMTA.

## **USE OF PERSONAL INFORMATION**

17. Entrants (and in the case of an entry submitted on behalf of a minor, group or class, then the parent, guardian or teacher) consent to the collection of their personal information by AMTA for the purposes of conducting and promoting the Competition. Personal information may include an Entrant's image, name, address, telephone number, email address, age and (in the case of a school group or class entry, the name of their school).
18. The names, ages, year level, school name and photo image of Entrants whose Artwork are shortlisted will be announced on AMTA's websites and via its communication channels. The names, ages, year level, school name and photo image of finalists will be announced at the screening event, in media releases and on AMTA's communication channels.
19. AMTA may disclose Entrant personal information to Competition Partner and founder and organiser of National Recycling Week, Planet Ark Environmental Foundation ABN 26 057

221 95 (**Planet Ark**), for the purpose of enabling Planet Ark to conduct and promote the Competition, but for no other purpose.

20. AMTA will not disclose Entrant personal information other than as permitted by these Terms and Conditions, without your consent.

## **COPYRIGHT**

21. Copyright considerations are the responsibility of the Entrant and AMTA requires Entrants to comply in all respects with the Copyright Act 1968. This means that any content used as part of the entry must be wholly created by the Entrant or, where third party works are used in the entry, the Entrant has obtained written permission from the copyright holder agreeing for their work to be included as part of the entry.
22. It is the responsibility of the Entrant to ensure that they have permission to reproduce any third party materials in their entry, including any images, music, brand names or logos (including school crests and logos which may appear in the Artwork). Where third party material is accessed under a Creative Commons licence, Entrants are responsible for ensuring that they comply with the licence terms and that the author of the licensed work is properly attributed.
23. AMTA takes no responsibility for any: (a) infringement of copyright by the Entrant in the production of their entry; and (b) failure by an Entrant to obtain the necessary authorisations.
24. The Entrant warrants and represents to AMTA that:
  - (a) their Artwork (and any material contained including, but not limited to, any clip) does not infringe the intellectual property rights or any other rights of any person. Entrants (and in the case of minors, their parent or guardian) agree to indemnify and keep indemnified AMTA against any loss, damages, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim of infringement of intellectual property rights by any third party; and
  - (b) it is legally entitled to grant the licence referred to in paragraph 25(b).

## **AMTA'S USE OF ENTRIES**

Competitions are games of skill and as such, winning entries are selected based on the creativity of entries submitted.

25. The Entrant:
  - (a) retains ownership of its intellectual property rights in its Artwork;
  - (b) grants to AMTA a three (3) year exclusive, royalty free, irrevocable, transferable licence to use, reproduce, adapt, modify and transmit the Artwork, any part of it, including any image derived from the Artwork, and the intellectual property rights incorporated in the Artwork (regardless of the form of media which contains the Artwork), for the purposes described in paragraph 16(a), provided that AMTA credits the individual Entrant and/or school (as applicable) when screening, publishing or otherwise using the Artwork material.

26. The licence granted to AMTA under paragraph 25 terminates on the earlier of three (3) years from the start date of National Recycling Week on 11 November 2024 or the date AMTA notifies the Entrant in writing that it wishes to terminate the licence.

## **JUDGING**

27. AMTA will, in its sole discretion, create a framework of criteria for assessing Artwork submitted to the Competition (**'Judging Criteria'**).
28. Entries will be judged in a two-stage process. In the first stage, entries will be judged by a panel of AMTA employees against the Judging Criteria. Shortlisted entries progress to the second stage and will be judged by a Competition judging panel consisting of representatives from the creative industry, education industry and environmental industry (**'Judges'**).
29. Judges will be selected by AMTA at AMTA's absolute discretion.
30. The Judges will critique the Artwork entries against the Judging Criteria to decide the finalists and winners in each of the following categories:
  - (a) Primary (for Artworks submitted for or on behalf of Entrants enrolled in primary education); and
  - (b) Secondary (for Artworks submitted for or on behalf of Entrants enrolled in secondary education).
31. Artworks in different mediums (Drawing, Painting, Sculpture, Digital Art, Photography and Short Film) will be judged together.
32. The Judges will select up to two Entrants as runners up, and one Winner in each category (Primary and Secondary), who will be announced the week commencing 2 December 2024.
33. From the finalists a runner-up in each category will receive a prize, to be determined at the discretion of AMTA.
34. Prizes are not redeemable for cash, credit or product and no exchanges are offered. AMTA accepts no responsibility for any variation in the value of the prize (or part thereof).
35. AMTA, its associated agencies and companies associated with this Competition take no responsibility for prizes damaged or lost in transit, and will not be responsible for any delay in delivery, damage to or loss in transit of the prize.
36. From the finalists, the Judges will select a winner in each category, to be announced on 2 December 2024.
37. AMTA will use reasonable efforts to attempt to contact all finalists and winners. If a finalist or winner cannot be contacted within 5 days of AMTA attempting to notify that finalist or winner, AMTA may choose another Entrant to take the place of that finalist or winner, and any such substitution shall be final and irreversible.
38. Details of indicative prizes for each category may be available on the Competition website ([mobilemuster.com.au/competition](http://mobilemuster.com.au/competition)). The actual prizes awarded are subject to availability and change, at the discretion of AMTA.

39. The Judges' decisions are final and no correspondence or discussion will be entered into regarding the judging process or any outcomes reached.

#### **LIABILITY**

40. AMTA and its affiliates, along with their respective directors, officers and employees, assume no liability for any loss or damage suffered by an Entrant including but not limited to any direct or indirect loss or personal injury suffered or sustained during the course of preparing the Entrant's Artwork, entering or promoting the Competition, attending the screening event or industry experience day, or accepting any prize, except to the extent such liability cannot be excluded by law.