

Terms and Conditions of the Programme for Entrants

2024 Visualise Your Thesis Programme – Terms and Conditions

Schedule to the General Terms

1. Programme	2024 James Cook University Visualise Your Thesis Programme
2. Participating Institution	James Cook University
3. Website or Coordinator (clause 1)	https://www.jcu.edu.au/graduate-research-school/three-minute-thesis/visualise-your-thesis grs@jcu.edu.au
4. Time Zone (clause 4)	Brisbane, Australia
5. Programme Period (clause 5)	Commences: 18 March 2024
	Ends: 29 July 2024
6. Entry Restrictions (clause 6)	<p>Entry is only open to individuals who, during the Programme Period, are the Participating Institution's currently-enrolled graduate researchers undertaking Higher Degree by Research (HDR) programs.</p> <p>Graduate researchers who are also employed by the University in a position where they have, or are perceived to have, influence over the programme outcome, research funding or related resourcing, or an otherwise unfair advantage over the other entrants, are not eligible to participate.</p>
7. Entry Method (clause 7)	<p>Each entrant must:</p> <ol style="list-style-type: none"> 1. submit a short, eye-catching 60-second video which encapsulates their research to grs@jcu.edu.au by the closing date of the Programme Period; 2. use the Presentation Template (available on the Website or from the Coordinator) to generate their Programme entry in accordance with the guidelines specified in the Submission Checklist (available on the Website or from the Coordinator); 3. include complete and correct references for any resources used to create the presentation, including citation of any images, audio, software and video; and 4. ensure that the use of media belonging to third parties (including images, audio, software and video files) complies with copyright legislation and

	regulations and the General Terms.
8. Maximum Number of Entries (clause 8)	There is only one entry permitted from each entrant.
9. Privacy Laws (clause 10)	The University of Melbourne – <i>Privacy and Data Protection Act 2014 (Vic)</i> Participating Institution – see below policy
10. Privacy Policies (clause 10)	The University of Melbourne – www.unimelb.edu.au/governance/compliance/privacy Participating Institution – https://www.jcu.edu.au/policy/corporate-governance/information-privacy-policy
11. Content (clause 11)	Any materials submitted by an entrant via the Programme including but not limited to presentations, comments, recordings and images.
12. Winner (clause 16)	One winner, one runner up, one people’s choice.
13. Judging Details (clause 16)	This is a game of skill, and chance plays no part in determining the Winner. The entrants to the Programme will be judged by a panel established by the Participating Institution by 29 July 2024 at James Cook University. The panel will use the Judging Criteria (available on the Website or from the Coordinator) to determine the Winner.
14. Prize (clause 17)	<ul style="list-style-type: none"> • VYT Winner: \$1,000 • VYT Runner Up: \$500 • VYT People’s Choice: \$500
15. Claim Prize (clause 17)	Winners will be contacted via their submitted telephone and/or email address.
16. Winner Notification (clause 18)	The Winner will be contacted via their submitted telephone and/or email address.
17. Replacement Winner (if required) (clause 20)	The re-selection of the Winner (if required) will take place at the same place as the original selection of the Winner as detailed in item 13 of the Schedule after 29 July 2024.
18. Replacement Winner Notification (if required) (clause 20)	Any Replacement Winner will be contacted via their submitted telephone and/or email address.
19. Replacement Winner Claim Prize (if required) (clause 20)	Winners will be contacted via their submitted telephone and/or email address.

General Terms

ENTRANTS

1. By entering the Programme, you agree to be bound by the Terms of the Programme. The Terms governing the Programme include these General Terms, the Schedule to these Terms and any instructions relating to the Programme on the Participating Institution's Website or from the Participating Institution's Coordinator. Only entries that comply with the Terms will be considered valid entries to this Programme.
2. Any capitalised terms used in these General Terms have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms (**Schedule**) and these General Terms, the Schedule will take precedence.
3. The Visualise Your Thesis programme format and resources have been founded and designed by The University of Melbourne. The University of Melbourne has granted a licence to the Participating Institution permitting the Participating Institution to run this Programme. The Participating Institution is solely responsible for the running of the Programme and The University of Melbourne is not liable for the operation of this Programme in any way, including without limitation selection of the Winner and any Prizes (if offered by the Participating Institution).
4. All times and dates in the Terms refer to the Time Zone in operation at the time of the Programme.
5. The Programme will be conducted during the Programme Period. The Participating Institution is not responsible for any entry that is not received by the Participating Institution during the Programme Period, for whatever reason. Incomplete or indecipherable entries will not be accepted.
6. Eligibility to enter the Programme is subject to the Entry Restrictions.
7. To enter the Programme, entrants must enter the Programme in accordance with the Entry Method (and any other entry details provided by the Participating Institution on the Website or from the Coordinator) during the Programme Period.
8. Entrants can enter the Programme up to the Maximum Number of Entries. Entries must be submitted separately, and entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.
9. Each entrant is responsible for their own costs associated with entering the Programme.
10. By entering this Programme each entrant agrees that the Participating Institution may use their name, contact details and image for the purposes of the Programme. Each entrant agrees that:
 - (a) the Participating Institution may provide the first-placed Winner's name and image to The University of Melbourne; and
 - (b) that The University of Melbourne may publish the first-placed Winner's name and image on its website and in other forums promoting the Programme and as part of the University of Melbourne's International 'Visualise Your Thesis' Programme.

Each name, contact detail and image are considered to be 'personal information' under Privacy Laws. The University of Melbourne and the Participating Institution have comprehensive privacy policies addressing issues relating to the use, collection, security and access to personal information available at

their respective Privacy Policies.

11. Entrants agree that they are fully responsible for any Content. The Participating Institution is not liable in any way for such Content to the full extent permitted by law and may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Participating Institution 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 children aged under 14, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content by the Participating Institution which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (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 Participating Institution for any breach of the above terms.

12. As a condition of entering this Programme, each entrant licenses and grants the Participating Institution, its affiliates and sub-licensees a non-exclusive, fee-free, royalty-free, perpetual, world-wide, irrevocable and sub-licensable right to use their entry for the purposes of judging the Programme and to use, reproduce, modify, adapt, publish and display their entry (including Content) for all the Participating Institution's ongoing promotional purposes including regramming, advertising, use on the Participating Institution's website and social media channels, including promotional purposes not related this Programme. The Participating Institution will not enter into commercial arrangements or directly profit from the licence.
13. For the avoidance of doubt, each entrant agrees that the licence granted to the Participating Institution by each entrant includes the right of the Participating Institution to grant a non-exclusive, fee-free, royalty-free, perpetual, world-wide, irrevocable and sub-licensable sub-licence to The University of Melbourne which permits The University of Melbourne to use and display the first-placed Winner's entry (including Content) for submission in The University's International 'Visualise Your Thesis' Programme and all The University of Melbourne's ongoing promotional purposes in relation to the Programme and showcase of the International 'Visualise Your Thesis' Programme, including being made available for the

public via the online showcase under a Creative Commons Attribution Noncommercial No Derivative Works licence (CC BY-NC-ND), or via a more open CC licence of their choosing.

14. If this Programme 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 Participating Institution, including but not limited to technical difficulties, unauthorised intervention or fraud, the Participating Institution 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 Programme, as the Participating Institution deems appropriate.
15. Except for any liability that cannot by law be excluded, including any statutory consumer guarantees provided under the consumer protection laws of Australia, the Participating Institution (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 in any way out of the Programme.

WINNER

16. The Winner will be determined from the valid entries received by the Participating Institution in accordance with the Judging Details.
17. The Prize will be awarded as specified in the Schedule. The Prize values are the recommended retail value as provided by the relevant supplier, are in Australian dollars and are correct as at the time of the commencement of the Programme Period. The Winner must claim the Prize in accordance with Claim Prize. Please allow at least 28 days from the date of notification for the delivery of the Prize. 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 Participating Institution reserves the right to substitute the Prize for a prize of equal or greater value.
18. The Winner will be notified in accordance with Winner Notification. The Winner will also be announced on the Participating Institution's website and published on The University of Melbourne website in accordance with clause 10 above.
19. If the Winner does not comply with these Terms and/or does not claim the Prize in accordance with Claim Prize, the Participating Institution reserves the right to select a replacement winner from the remaining valid entries in accordance with clause 16 above.
20. If a winner re-selection is required, the selection of the replacement winner will be conducted by the Participating Institution in accordance with Replacement Winner. The Replacement Winner will also be announced on the Participating Institution's website and published on The University of Melbourne website in accordance with clause 10 above. The Replacement Winner must claim the Prize in accordance with Replacement Winner Claim Prize.
21. The result of the Programme is final and no correspondence will be entered into.