

“AI for Good” Design Challenge

TERMS AND CONDITIONS

Invitation

Education Changemakers and Microsoft are excited to invite Australian secondary students to unleash their creativity and passion for the ‘AI for Good’ Design Challenge (Challenge).

The Challenge asks students to consider how artificial intelligence (AI) can be designed for use in their community.

The Challenge is a three-stage challenge. Stage one involves a call for submissions from teams of Australian secondary students. The submissions will be reviewed and shortlisted teams will be invited to attend the state Challenge final to present their submission in stage two. An appointed judging panel of industry experts will select 14 stage two winners who will advance to the national Challenge final in stage three. Two national winners will then be selected.

The following dates are relevant to the Challenge:

- Expressions of Interest 8 March 2019
- Competition Opens 23 April 2019
- Competition Ends 21 June 2019
- Judging complete shortlist for states 4 July 2019
- State Finalists Notified 5 July 2019
- State Finals 22 July - 2 August 2019
- National Final 16 August 2019

Background

1. The Challenge is being run by Education Changemakers Pty Ltd (ABN 81 153 223 315) of 102 Tope Street, South Melbourne, Victoria, 3205 (Organiser), on behalf of Microsoft Pty Ltd (ACN 002 589 460) of 1 Epping Road, North Ryde, New South Wales, 2113 (Sponsor).
2. Instructions on how to enter this Challenge form part of the conditions of entry. By entering the Challenge, you agree to be bound by these terms and conditions (Terms and Conditions).
3. For the purpose of clarity, reference to "you" in these Terms and Conditions includes Eligible Entrants (as that term is defined in section 5) and Sponsoring Adults (as that term is defined in section 8).
4. The Organiser and Sponsor may in their absolute discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

Eligibility

5. Entry to the Challenge is only open to students currently enrolled in Year 7 -12 of an Australian secondary school (Eligible Entrants).

6. For the purpose of the Challenge, Eligible Entrants will be split into various regions based on the location of their secondary school and into various divisions based on their age. The regions are VIC, NSW & ACT, QLD, SA, NT, WA and TAS (each a Region and collectively, Regions). Division 1 is for Eligible Entrants in years 7 – 9 inclusive and division 2 is for Eligible Entrants in year 10 – 12 inclusive (each a Division and collectively, Divisions).
7. Entry is open to teams of two or three Eligible Entrants (Team). Each Team can submit a maximum of one entry. Multiple entries are not permitted. Each Team member is referred to individually in these Terms and Conditions as a contributor (Contributor). Each Contributor to a Team must be an Eligible Entrant to enter this Challenge. Each Contributor to a Team must be part of the same Region and in the same Division as the other Contributors to the Team.
8. All entries must be submitted by a sponsoring adult (e.g. a parent, guardian or teacher of a Contributor) (Sponsoring Adult). Entries submitted by a Contributor will be deemed invalid and will not be reviewed.
9. Entrants under the age of 18 years must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all Terms and Conditions. Parents/guardians may be required by the Organiser or Sponsor to enter into a further agreement as evidence of consent to this Challenge.
10. Employees of the Organiser or Sponsor (and their immediate families), their retailers, suppliers and associated companies and agencies are not eligible to enter. Entry is not open to any person associated with the Challenge, or with the provision of the prize(s), and their immediate families.

Entry requirements

11. The Challenge opens at 9.00am AEST Tuesday 23rd April 2019 and closes at 3.00pm AEST on Friday 21st June 2019 (Challenge Period).
12. To enter the Challenge, Teams must, during the Challenge Period:
 - a. design an original design thinking prototype that uses artificial intelligence to address a global challenge as outlined on the website: aiforgood.com.au (Challenge Site);
 - b. ensure that the design conforms with the submission requirements outlined on the Challenge Site and these Terms and Conditions; and
 - c. have a Sponsoring Adult submit the design online via the Challenge Site submission page in the accepted format.
13. Entries submitted other than in accordance with these Terms and Conditions will not be eligible for entry into the Challenge.
14. Submissions received after the Challenge Period will not be eligible for entry into the Challenge.
15. Submissions may be lodged at any time during the Challenge Period. Submissions may not be changed, edited or altered once submitted.
16. The Organiser and Sponsor are not responsible for any electronic transmission errors resulting in the omission, interruption, deletion, defect or delay in operations or transmission of entries.
17. Any costs associated with entering the Challenge and accessing the website are the responsibility of the entrant.
18. Each Contributor is only eligible to be a part of one Team.
19. Each Team is only eligible to make one (1) submission.

Prizes

20. All valid entries received during the Challenge Period will be reviewed by the judging panel.

21. This is a contest of skill and chance will not play any role in determining the Challenge winner. Each entry will be individually judged based on innovation, buildability, potential for impact, presentation, ethics, fairness, inclusiveness, reliability and safety, transparency, privacy and security and accountability (Judging Criteria). The Judging Criteria is set out in full on the Challenge Site.

22. The Challenge will proceed in three (3) stage as follows, at the conclusion of the Challenge Period:

a. Stage 1: Submissions

- i. Representatives of the Organiser and Sponsor will judge each submission in accordance with the Judging Criteria.
- ii. The Organiser will select Teams that submit the best submissions from each Region and Division to proceed to the state final. For each Region, the total number of Teams which proceed to the state final will be no less than four (4) Teams per Division. Shortlisted Teams will be determined in the Organiser's sole discretion based on the quantity and quality of submissions received.

b. Stage 2: State final

- i. The Teams that are chosen to proceed to the state final will be notified by 5 July 2019. The chosen Teams will be contacted via the contact details provided to the Organiser at the time of entry.
- ii. The state final will be held from 22 July 2019 – 2 August 2019.
- iii. Teams that have advanced through to the state finals will present their design developed in stage 1 to a panel of judges. These teams may bring in any device(s) that may assist them in the presentation (e.g. Laptops, mobile phones, documents).
- iv. The Organiser will allocate each successful team to a designated location for the state final based on the Team's Region. The location of the state finals will be determined in the Sponsor's sole discretion.
- v. The Teams (and their individual Contributor members) who advance through to the state final will be responsible for making their own way to the relevant location in order to participate in the state final. The Sponsor will supply catering at the state final but all other costs associated with attending the state final (which include but are not limited to travel, accommodation and other meals) will be at the expense of the individual Contributor members of those Teams.
- vi. If the Contributor is under 18, any cost of parent or guardian accompaniment to the state final is at the Contributor's own cost unless expressly stated otherwise.
- vii. Although attendance at the state final is compulsory, if two or more Contributors in a Team cannot travel to the state final due to an unexpected emergency, the Team may choose to conduct their Presentation via an alternative method as determined in the sole discretion of the Organiser.
- viii. Organiser and Sponsor assume no responsibility, and the Teams, Contributors and Sponsoring Adults and each of them release Organiser and Sponsor from all responsibility and liability for any injury, damage to persons or property, occurring as a result of or during the Contributor or Sponsoring Adult's travel to and from, and attendance at, the state final.
- ix. The state final judging panel will choose the team with the best presentation in each Division based on the state final judging criteria (State Final Judging Criteria) (which will be provided to all state final Teams) to advance to the national final.

c. Stage 3: National final

- i. The Teams that are chosen to proceed to the national final will be notified on the day of the relevant state final. The chosen Teams will also be contacted via the contact details provided to the Organiser.
- ii. The national final will be held on 16 August 2019.

- iii. Teams that have advanced through to the national final will present their design developed in stage 1 to a panel of judges. These teams may bring in any device(s) or documents that may assist them in the presentation (e.g. Laptops, mobile phones, presentation documents).
- iv. The national final will be held in Sydney.
- v. For Teams that advance to the national final, the Sponsor will make travel arrangements for each Contributor in the Team and for one accompanying adult per Team. These arrangements include economy return flights from each Contributor and/or accompanying adult's (as appropriate) nearest Australian capital city airport to Sydney and ground transport to the national final location in Sydney. Sponsor will provide one night's accommodation at a hotel of Sponsor's choice for each Team and the accompanying adult from WA and NT. The Sponsor will supply catering at the national final but all other meals, beverages, extra activities, spending money and all other ancillary costs (including travel insurance) not expressly provided, as well as the responsibility to obtain any of these, are the responsibility of the individual Contributors and accompanying adults. Travel arrangements are at Sponsor's discretion.
- vi. Contributors and any accompanying adults are responsible for travel arrangements to their nearest Australian capital city airport from home (prior to the national final) and travel arrangements from their nearest Australian capital city airport to home (after the national final).
- vii. If the Contributor is under 18, any cost of parent or guardian accompaniment to the national final is at the Contributor's own cost unless expressly stated otherwise.
- viii. Although attendance at the national final is compulsory, if two or more Contributors in a Team cannot travel to the national final due to an unexpected emergency, the Team may choose to conduct their Presentation via an alternative method as determined in the sole discretion of the Organiser.
- ix. Organiser and Sponsor assumes no responsibility, and the Teams, Contributors and Sponsoring Adults and each of them release the Organiser and Sponsor from all responsibility and liability for any injury, damage to persons or property, occurring as a result of or during the Contributor or Sponsoring Adult's travel to and from, and attendance at, the national final.
- x. The national final judging panel will choose one (1) Team from each Division with the best presentation determined in the judging panel's sole discretion based on the national final judging criteria (National Final Judging Criteria) (which will be provided to all national final Teams) as the winners.
- xi. For the purposes of clarity there will be one (1) division 1 national winner and one (1) division 2 national winner.

23. In each case, the judges' decisions will be final and no correspondence will be entered into.

24. Organiser and Sponsor will award prizes as follows:

- a. State final:
 - i. Fourth place: Each Contributor in a Team that is judged to be the fourth best Team in its Division at a state final will receive a commemorative trophy;
 - ii. Third place: Each Contributor in a Team that is judged to be the third best Team in its Division at a state final will receive a commemorative trophy and a merchandise pack from Sponsor valued at AU \$50;
 - iii. Second place: Each Contributor in a Team that is judged to be the second best Team in its Division at a state final will receive a commemorative trophy and a merchandise pack from Sponsor valued at AU \$50; and
 - iv. First place: Each Contributor in a Team that is judged to be the best Team in its Division at a state final will receive a commemorative trophy and a merchandise pack from Sponsor valued at AU \$100; and

- b. National final:
- i. Fourth place: Each Contributor in a Team that is judged to be the fourth best Team in its Division at the national final will receive a commemorative trophy;
 - ii. Third place: Each Contributor in a Team that is judged to be the third best Team in its Division at the national final will receive a commemorative trophy and an Xbox One S Minecraft Limited Edition Bundle (1TB) valued at AU \$279;
 - iii. Second place: Each Contributor in a Team that is judged to be the second best Team in its Division at the national final will receive a commemorative trophy and an Xbox One S Minecraft Limited Edition Bundle (1TB) valued at AU \$279; and
 - iv. First place: Each Contributor in a Team that is judged to be the best Team in its Division at the national final will receive a commemorative trophy and a Surface Pro i5/8GB/256GB with type cover pen valued at AU \$2337.

25. The winning designs from the state final and the national final will also be featured on the Challenge Site.

26. The total prize pool is valued at approximately AU \$42,400.

27. If any winning Team Contributor is under the age of 18 years, that Contributor's prize will be awarded to the Contributor's nominated parent or guardian on their behalf.

28. Prizes are not transferable or exchangeable. The Organiser and Sponsor accept no responsibility for any variation in prize value.

29. The Organiser and Sponsor reserve the right to withdraw the prizes in the event of an entrant being unable to satisfy these Terms and Conditions.

30. The judges reserve the right not to award the prizes if they deem no entry is of sufficient merit to win the Challenge.

Nature of entries and intellectual property

31. All entries are subject to moderation and may be rejected or removed at the absolute discretion of the Organiser and Sponsor.

32. Each Team, Contributor and Sponsoring Adult makes the following warranties to the Organiser and Sponsor:

- a. That all submissions and presentations provided to the Organiser and Sponsor during the course of this Challenge (Works) are substantially the Team's own work and have not received overt assistance from other students, teachers, family or friends.
- b. The Work does not infringe the rights of any third party, including, without limitation, intellectual property rights and moral rights. The Team, each Contributor and each Sponsoring Adult, agrees to indemnify and release the Organiser and Sponsor against and from all costs and claims by third parties arising from a breach of this warranty. The Organiser and Sponsor will not breach any third party rights (including intellectual property rights and moral rights) when using any Work for the purposes of this Challenge and for future promotional purposes.
- c. The Team, and/or the Contributors own the copyright and any other intellectual property rights in any material submitted in connection with the Challenge and they have the power and authority to agree to and grant rights in the Work to the Organiser and Sponsor.
- d. The Work will not contain any content that:
 - i. is considered offensive or are derogatory or threatening in any way;

- ii. conveys hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Challenge;
 - iii. contain personal or sensitive information;
 - iv. are unlawful or violate an individual's rights;
 - v. are incomplete, indecipherable or illegible entries; or
 - vi. contain any content, material or element that is shown to be the property of any third party.
33. The Organiser and Sponsor reserve the right to verify the validity of entries and entrants.
34. All entries will be accepted at the discretion of the Organiser and Sponsor, which will each exercise its judgement in ruling on questions of eligibility. The ruling of the Organiser and/or Sponsor on questions of eligibility will be final, and no further correspondence will be entered into.
35. The Organiser and Sponsor reserve the right to disqualify any person it finds to be acting dishonestly or in violation of these Terms and Conditions.
36. Challenge entries remain the property of the Team and each Contributor. Copyright in any Work remains the sole property of the Team and each Contributor. Upon submission, each Contributor grants permission for the Organiser and Sponsor to use the Work for any business-related purpose in any medium or in the promotion of the Organiser or Sponsor's work (as applicable).
37. The relevant Team and each Contributor acknowledge and agree that neither the Organiser, Sponsor nor any affiliated agency will compensate any Team or Contributor for any use of the Work in accordance with these Terms and Conditions.
38. Each entrant indemnifies the Organiser and Sponsor, and all officers and agents of the Organiser and Sponsor against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's intellectual property rights.
39. Each entrant gives the Organiser and Sponsor all necessary consents, expressly including any consent required in relation to moral rights, to allow the Organiser and Sponsor to adapt or change any part of the Work in any way without attributing the Team or Contributor or any other person as a creator of or contributor to that Work.
40. Each Team and each of their respective Contributors agree, at Sponsor's request, to participate in any promotional activity (such as an interview) surrounding this Challenge or the winning of any prize. Each Team and each of their respective Contributors agree that they will not be remunerated for this participation. Each Team and each of their respective Contributors consent to Sponsor and its associated agencies' using their names and images in any media in perpetuity, without limitation and without compensation to the entrant.

Disclaimer

41. No responsibility will be taken for loss or damage or entries not received. The Organiser's decision as to the winner of the Challenge is final and no correspondence will be entered into. Given the number of entries, individual feedback to teams will not be available, except for the state winners to prepare them for the national final.
42. Any costs associated with entering the Challenge and accessing any website relevant to the Challenge are the responsibility of the entrant.
43. Failure by the Organiser or Sponsor to exercise any of its rights contained within these Terms and Conditions at any time does not constitute a waiver of those rights.
44. These Terms and Conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Competition and Consumer Act 2010 (Cth), or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.

45. Except for any liability that cannot by law be excluded, the Organiser and Sponsor (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 Challenge.
46. To the maximum extent permitted by law, Organiser and Sponsor assume no responsibility for, and each Team, Contributor and Sponsoring Adult releases Organiser and Sponsor from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the Team's and each Contributor's participation in this Challenge or the conduct of the Challenge generally or as a direct or indirect result of a Team's and or a Contributor's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the Team or a Contributor or associated with the equipment or programming used in the conduct of this Challenge.
47. To the fullest extent permitted by law and without limiting any other conditions of entry, the Organiser and Sponsor may, in its discretion, terminate, modify or suspend the Challenge. All entrants participating in the Challenge at the point of termination, modification or suspension of the promotion will be notified by the promoter in writing. In the event of modification or suspension of the promotion, the entrant may choose to terminate their participation in the promotion at no cost. If the Challenge is terminated, the Organiser and Sponsor may determine the winners from among all eligible entries received up to the time of termination, using the relevant judging criteria.
48. Subject to any rights arising pursuant to the Competition and Consumer Act 2010 (Cth), no claim is made by the Organiser or Sponsor as to the accuracy or authenticity of the content of the Challenge website. The Organiser and Sponsor do not accept any liability to any person for the information or advice (or the use of such information or advice) provided on the Challenge website or incorporated into these Terms and Conditions by reference.
49. Where a party or defined term comprises two or more persons, an obligation to be performed or observed by that party or parties binds those persons jointly and severally, and a reference to that party is deemed to include a reference to any one or more of those persons.
50. Any agreement, representation, warranty or indemnity in favour of two or more parties is for the benefit of them jointly and severally.
51. In the event of force majeure or if circumstances so dictate, the Organiser and Sponsor reserves the right to suspend, postpone or cancel the Challenge at any time and without prior notice, in which event entrants will not be entitled to claim compensation in any form.

Privacy

52. The Organiser and Sponsor take their privacy obligations seriously and any personal information collected or used by the Organiser and Sponsor will be handled in accordance with the Privacy Act 1988 (Cth) and any other relevant laws or regulations.
53. Details from all entries will be collected by the Organiser and used for the purposes of conducting this Challenge (which may include disclosure to the Sponsor and other third parties for the purpose of processing and conducting the Challenge) and for publicity purposes surrounding this promotion.
54. Instances where the Organiser may disclose details to the Sponsor and other third parties for the purpose of processing the Challenge include when schools register their interest to participate in the Challenge, when schools register for a webinar or hackathon, when a Team enters the Challenge, when a Team advances and attends the state final and when a Team advances and attends the national final.
55. By entering this promotion, each Team and each of their respective Contributors and each Sponsoring Adult (as applicable) consent to the use of their information as described. Each Team and each of their respective Contributors and Sponsoring Adult (as applicable) may access and/or change their data by following the Organiser's privacy policy available at educationchangemakers.com/privacystatement. The Organiser will only use your personal details for marketing purposes outside those described above if you "opt in" to join the mailing list when prompted.