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## COMPETITION TERMS AND CONDITIONS

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A brief reference to these T&C's can be made by stating the following:

Full terms and conditions can be found here [[Home Page — City of Casey's Open Data Portal](#)]

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## Competition Terms and Conditions

<b>Item 1</b>	<b>Promoter</b>	Casey City Council of Patrick Northeast Drive, Narre Warren Victoria 3805
<b>Item 2</b>	<b>Competition</b>	City of Casey's Open Data Datathon
<b>Item 3</b>	<b>Entry Period</b>	<p>Participant should register to enter the competition</p> <p><b>Mode: Online</b></p> <p><b>Datathon period:</b> 25<sup>th</sup> Oct. 2021, 9 am – 22<sup>nd</sup> Nov 2021, 11:30 pm</p> <p><b><u>Datathon registration date</u></b></p> <p><b>Start:</b> 25<sup>th</sup> Oct 2021, 9:00 am  <b>Close:</b> 15<sup>th</sup> Nov 2021, 5:00 pm</p> <p>All the participants will get an access to the Casey's Open Data Platform within 24 hours of registration.</p> <p><b><u>Datathon solution submission</u></b></p> <p><b>Start:</b> 26<sup>th</sup> Nov, 9:00 am  <b>End:</b> 22<sup>nd</sup> Nov 2021 by 11:30 pm</p> <p><b><i>Note: the early you register, more time you will get to build and submit your solution</i></b></p>
<b>Item 4</b>	<b>How to Register</b>	<p><i>A maximum of one (1) entry is permitted per individual.  Registration after the Entry Period has closed will be deemed invalid</i></p> <p><b><u>Follow the below steps to register:</u></b></p> <ol style="list-style-type: none"> <li>1. Register for the "Casey's Open data Datathon" using Eventbrite Link. <i>(Please note entries will only be accepted by the Eventbrite link)</i></li> <li>2. After successful registration, you will get an <b>auto-generated email</b> within 24 hours on the <b>same registered email ID</b> confirming below 2 things <ul style="list-style-type: none"> <li>• Access to Casey's Open Data Platform has been granted. <i>(Please note: Email ID entered during registration will ONLY be considered for the open data platform access)</i></li> </ul> </li> </ol>

		<ul style="list-style-type: none"> <li>• Link to set your login password.</li> </ul> <p>3. Login into Casey's Open data Platform <a href="#">Home Page — City of Casey's Open Data Portal</a> with</p> <ul style="list-style-type: none"> <li>• Username as your "Registered Email ID"</li> <li>• Password as set by you.</li> </ul> <p>4. Now, you are all set to "build" and "Save" your solution using Casey's Open Data Platform as per the <b>Datathon Challenge statement</b>.</p> <p><i>If you are facing any sort of issues with registrations, please contact us at <a href="mailto:smartcity@casey.vic.gov.au">smartcity@casey.vic.gov.au</a></i></p>
Item 5	Solution submission details	<p><i>You should submit your solution in one of the following categories before 22<sup>nd</sup> Nov 11:30 pm</i></p> <p><b><u>What should your solution look like?</u></b></p> <p><b>There are three categories of submissions:</b></p> <p><b>Category 1: Insight:</b> Insight (map or chart) created using "Create map" or "Create chart" feature of Casey's Open data portal.</p> <p><b>Category 2: Mobile/Web App:</b> Mobile or web App developed using "Developers API" feature of Casey's Open data portal.</p> <p><b>Category 3: Prototype:</b> An opportunity (in ppt format 10 slides max) showcasing how Casey can integrate with other open data portals (e.g., via API integration) to solve any focus area challenge.</p> <p style="text-align: center;"><b>OR</b></p> <p>a Prototype or wireframe showcasing data insights collected from Casey's Open Datasets to solve any focus area challenge.</p>

		<p><b><u>How to submit the solution</u></b></p> <p>Email your solution from your registered email ID at <a href="mailto:smartcity@casey.vic.gov.au">smartcity@casey.vic.gov.au</a></p> <p>Your submission should include</p> <ol style="list-style-type: none"> <li>1) Any from the following based on your opted solution category <ul style="list-style-type: none"> <li>- Casey's Open Data platform URL of the insight (Map/Chart) if you have opted for category 1 submission type.</li> <li>- URL of Mobile/Web App if you have opted for category 2 submission type.</li> <li>- Slide pack (10 slides max) including prototype/wireframe if you have opted for category 3 submission type.</li> </ul> </li> <li>2) Summary of your developed solution focusing on your problem statement and solution (1000 words max.)</li> </ol>
Item 6	Winner(s) selection and Notification	<p><b><u>Assessment Criteria</u></b></p> <p>All solution entries received during the Entry Period will only be considered for evaluation.</p> <p>There would be 3 winners, one from each of the above-mentioned category considering the best alignment of submitted solution to following criteria:</p> <ul style="list-style-type: none"> <li>• Your solution solves a tangible problem as per the focus areas mentioned in Datathon Challenge statement.</li> <li>• Your solution aligns to one or more of the <a href="#">Smart Casey Launchpad objectives and focus areas</a></li> <li>• Your solution can serve a large audience and will help improve the community experience and problems.</li> </ul>

		<p><b><u>Winner(s) Selection and Notification</u></b></p> <ul style="list-style-type: none"> <li>• City of Casey's Datathon organizing team will shortlist the initial responses based on the completeness of submitted solution and declare them as finalist.</li> <li>• Finalists will be selected from each of the 3 solution categories.</li> <li>• Finalists from each category will be notified via email by Nov 24th, 2021, till 10 pm.</li> <li>• All the finalists will be invited to present their solution on the event day i.e., Nov 26th, 2021.</li> <li>• Final Winner(s) from each category will be selected at the virtual event day i.e., Nov 26<sup>th</sup> 2021 purely based on the voting method. <i>(All the event audiences will be asked to vote and the finalist, who will get maximum votes will be declared as winner.)</i></li> <li>• Name of the winner from each category will be published on <a href="#">Home Page — City of Casey's Open Data Portal</a> as well.</li> </ul> <p><i>Note: there would be 3 winners i.e., one from each of the solution category.</i></p>
Item 7	Prize	<p>All the winning teams will receive</p> <ul style="list-style-type: none"> <li>• Bunjil place voucher worth \$ 100 AUD.</li> <li>• Priority access to City of Casey's living lab to experiment their ideas.</li> <li>• An opportunity to join an exclusive 1-day innovation sprint run by City of Casey.</li> <li>• An opportunity to promote their work on City of Casey's Open Data platform.</li> </ul>

## 1. ACCEPTANCE OF TERMS AND CONDITIONS

By entering this Competition, you, as the Entrant acknowledge and agree that:

## Competition Terms and Conditions

- 1.1. Information on how to enter and the conditions of entry form part of these Terms and Conditions;
- 1.2. Participation in the Competition is deemed acceptance of the Terms and Conditions;
- 1.3. All Items may be subject to further conditions contained in attached clauses;
- 1.4. Any and all costs associated with entering the Competition remain the responsibility of each Entrant;
- 1.5. All details provided by the Entrant are true and accurate.

### **2. ELIGIBILITY**

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- 2.1. Entry is open to Australian Residents.
- 2.2. Employees of the Promoter and their immediate families are ineligible to enter the Prize Draw. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

### **3. HOW TO ENTER**

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- 3.1. To enter the Competition, the Entrant must follow the procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.
- 3.2. Entries will be deemed invalid if submitted outside of the Entry Period specified in Item 3.
- 3.3. Entries will be deemed invalid if the Entrant provides an incomplete or invalid email address.
- 3.4. Entrants may submit as many entries as desired.
- 3.5. Entrants may only submit one (1) entry. If an Entrant submits multiple entries, they will be deemed invalid.

### **4. DRAW DETAILS**

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- 4.1. The Promoter will draw the winner(s) following the procedure specified in Item 5.
- 4.2. The Promoter reserves the right to draw reserves in case of an invalid entry or an ineligible Entrant.
- 4.3. Where applicable, a judge or judges will be appointed by the Promoter at its absolute discretion. The judge or judges' decision is final and binding on Entrants.

### **5. WINNER(S) NOTIFICATION**

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- 5.1. The names of the winner(s) will be published on [[Home Page — City of Casey's Open Data Portal](#)] if agreed by the winner(s).
- 5.2. The winner(s) will be notified by the procedure outlined in Item 6.
- 5.3. Whilst best efforts will be made to contact the winner(s), and will forfeit the Prize in whole if:
  - 5.3.1. The winner(s) fails to respond within [30 business days] of receiving notification; or

### **6. PRIZE**

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- 6.1. The Prize is specified in Item 7.



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- 6.2. The Prize value is the recommended retail value in Australian dollars and is correct at time of printing. The Promoter takes no responsibility for variations in the Prize value.
- 6.3. The Prize is not exchangeable or redeemable for cash or other prizes. The Prize is provided by the Promoter. Transport, parking and any other costs associated with redeeming the Prize are at the winner(s)' expense.
- 6.4. The Prize can be collected at [**Casey City Council of Patrick Northeast Drive, Narre Warren Victoria 3805**] or it can be mailed via registered post to an Australian postal address provided in writing by the winner(s) within 28 after the Draw.
- 6.5. The Prize is subject to availability, non-transferable and not exchangeable. The Promoter is not responsible or liable if for any reason beyond their reasonable control if any element of any Prize is not provided. The Promoter may substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions, only where the circumstances in which the Prize has become unavailable are beyond the reasonable control of the Promoter and reasonable attempts have been made to reach an agreement with the winner of the Prize were unsuccessful and the prize is of the same or greater value than the original Prize. The Prize does not include any other costs of a personal nature not stated. The Prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.
- 6.6. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the Prize except for any liability that cannot be excluded by law.
- 6.7. The Promoter reserves the right to request proof of identity, proof of residency and proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the absolute discretion of the Promoter. If a winner(s) cannot provide suitable proof the winner(s) will forfeit the Prize in whole and no substitute prize will be offered.
- 6.8. The prize winner(s) are awarded by the judge or judges using voting method based (*as mentioned in item 6 above*) on the participant's submitted solution capability alignment to following criteria
  - Submitted solution solves a tangible problem as per the focus areas mentioned in Datathon Challenge statement.
  - Submitted solution aligns to one or more of the [Smart Casey Launchpad objectives and focus areas](#)
  - Submitted solution can serve a large audience and will help improve the community experience and problems.
- 6.9. The judge or judges reserve the right to not award a prize if they are of the opinion that all entries do not have sufficient merit to warrant a prize.

## 7. PRIVACY

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- 7.1. By entering into this Competition, the Entrant consents to any personal information collected being used by the Promoter for the purpose(s), or directly related purpose(s), of conducting the Competition.
- 7.2. Entrants consent to the Promoter using their name in the event that they are the winner(s) in any media for an unlimited period without remuneration for the purpose of promoting this promotion.

## Competition Terms and Conditions

- 7.3. The Entrant consents to any personal information being used to update Council's customer databases to assist the Promoter in discharging its functions or providing services. Some personal information may also be used and disclosed in the Promoter's marketing promotions and retail activities, or when exhibiting or publishing submitted works and such use and disclosure may occur outside Victoria.
- 7.4. The personal information collected will not otherwise be disclosed unless permitted or required by law. If the information is not collected, your entry to the Competition may be invalid. Requests for access to and/or amendment of personal information should be made to the Promoter's Privacy Officer.
- 7.5. The Entrant consents to the Promoter using any intellectual property submitted with the entry other than the personal information of the Entrant including the name, address and contact details of the Entrant.

## 8. RELEASE AND INDEMNITY

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- 8.1. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic), as well as other warranties (express or implied) under any state, federal or national legislation which cannot be excluded and all Entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the promotion including (but not limited to):
  - 8.1.1. loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
  - 8.1.2. any technical difficulties or equipment malfunction (whether or not under the Promoter's control), any theft, unauthorised access or third party interference, any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter, or use of a prize.

## 9. GENERAL

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- 9.1. All decisions and actions of the Promoter relating to the Giveaway and/or redemption of the prizes are exercised at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.
- 9.2. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entry cards or, for any technical malfunction of any communications network.
- 9.3. There are no charges to enter the Competition. Any costs arising directly or indirectly with entering the Competition are the Entrant's responsibility.
- 9.4. The Promoter reserves the right, at their discretion to:
  - 9.4.1. adjudicate on the eligibility of applicants;
  - 9.4.2. disqualify any participant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third party's intellectual property rights; and
  - 9.4.3. modify, suspend, terminate or cancel the Competition, as appropriate.

## **10. INTELLECTUAL PROPERTY**

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- 10.1. The Entrant retains the intellectual property rights of all material submitted, but provides a perpetual licence to the Promoter to retain, display in exhibitions, publish, catalogue, sell copies and publish thumbnails of all entries on the Promoter's website and other internet platforms.
- 10.2. By entering the Competition, the Entrant warrants that permission has been obtained from authorised persons (including but not limited to copyright, trade mark, patent and/or design owners and individuals depicted in any photographs or images) to publish the entries on the Promoter's website, or use the material in marketing, in print and/or electronically.
- 10.3. By entering the Competition, the Entrant indemnifies the Promoter against all and any actions, claims or damages, arising from unauthorised use of the photographs (including but not limited to infringement of intellectual property rights) that may be taken against the Promoter by authorised persons.
- 10.4. The winner(s) agree to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.