

QUANTUM-THEMED COMPUTER GAME COMPETITION TERMS AND CONDITIONS

The **University of Queensland (UQ)** of St. Lucia, Brisbane, Australia (through the ARC Centre for Engineered Quantum Systems (**Centre**)) is conducting a prize competition for quantum-themed Games (**Competition**). The terms and conditions for the Competition are set out below.

1. DICTIONARY: See the “Definitions and Interpretation” clause of these conditions for definitions of expressions that are used in these conditions and are not defined elsewhere in them and, also, for some general interpretation provisions.

2. ENTRY PERIOD:-

2.1 The initial entry period (**Initial Entry Period**) for entry into the Competition commences at 8:00am AEST 02 September 2019 and closes at 12 noon AEST 31 January 2020.

2.2 The shortlist entry period (**Shortlist Entry Period**) for entries that have been shortlisted commences when the Centre notifies shortlisted entrants and closes at 12 noon AEST 28 February 2018.

Clause 4 below deals with the material to be submitted within each of those periods.

3. ELIGIBILITY:-

3.1 (Eligibility) The Competition is open to the public subject to the following limitations:-

- (a) Entrants must be natural persons (and not, for example, corporations).
- (b) Members of the judging panel for the Competition are not eligible entrants.
- (c) Entrants under the age of 18 may only participate with the consent of a parent or guardian
- (d) The following are not eligible entrants – (i) UQ employees working within the Centre; (ii) independent contractors, researchers, partner investigators and associate investigators working within or with the Centre; and (ii) students supported (financially or otherwise) by the Centre.

3.2 (**Warranty**) Entrants, in entering the Competition, warrant (and do so both individually and collectively in the case of a group entrant) that they are an eligible entrant.

3.3 (**Right to exclude**) UQ will have the right to exclude from the Competition any entries which do not meet the eligibility requirements.

4. ENTRY:-

4.1 (**Individual and group entrants**) Entrants may be individuals or a group of individuals provided that each entrant (including any member of a group entrant) is an eligible entrant (see **3 above**).

4.2 (**Timeframe for entry**) Entries, to be eligible entries, must be lodged and received by the Centre within the Initial Entry Period and, for shortlisted entrants, their Game must be submitted within the Shortlist Entry Period (see **clause 2 above** for each of those entry periods).

4.3 (**Method of entry**):-

- (a) Entries will be submitted in two stages (see below).
- (b) For the first stage, entrants must submit their entry form and Game play video to the Centre by the close of the Initial Entry Period. Entrants should not submit their Games as part of the first stage.
- (c) In the second stage, entrants that have been shortlisted must submit their Game to the Centre by the close of the Shortlist Entry Period.
- (d) Entrants must comply with any requirements for Entry Materials (including entry forms, Game play videos and Games) set out on the Competition Website. Such requirements may include details regarding file formats, programs, operating systems, game distribution and player platforms and browser specifications, which must or must not be used.
- (e) The Centre may from time to time at its sole discretion vary (including add to, remove or modify) those requirements but will not make changes with respect to required Game platforms, code types or file formats after 31 January 2018.
- (f) Irrespective of whether entrants have submitted Entry Materials in accordance with the requirements, the Centre may at any time request entrants deliver to the Centre, or assist the Centre to obtain, copies of Entry Materials. The Centre may exclude entries (including shortlisted entries) if entrants do not comply with any

such request within the time UQ requires or if any Entry Materials are or become defective (including corrupted).

4.4 (Entry form)

(a) An entry, to be an eligible entry, must be accompanied by a completed entry form signed by the entrant (each of the entrants in the case of a group entry).

(b) For entries involving persons under the age of 18, the entry form must include an acknowledgement of consent by a parent or guardian. A template for this is available on the game submission webpage.

4.5 (Content and other requirements for Entry Materials) This section sets out requirements and other terms related to the content of an entrant's Game.

(a) Entrants must be natural persons (and not, for example, corporations)

(b) An entrant's Game play video and Game must not contain any content that the Centre, in its discretion, considers:

(i) is unsuitable, inappropriate or offensive in any way; or

(ii) would or may be classified under any of the Classification Acts with a rating higher than PG;

(iii) would or may contravene any applicable law or, if used (including played), would or may contravene any applicable law.

(c) If the Competition Website sets out additional requirements with respect to Games or entries, then those requirements must be complied with. The rights provided the Centre in this paragraph are subject to any applicable time limit in **clause 4.3(e) above**.

(d) The Centre may exclude from the Competition any entry that the Centre, in its discretion, determines does not satisfy or comply with any of the preceding paragraphs of this clause.

4.6 (Game play video) An entrant's Game play video must not run for more than 5 minutes, otherwise the Centre may exclude the entry from the Competition.

4.7 (Non-confirming entries) The Centre is under no obligation to exclude entries and may, in its discretion, exclude or accept (and judge and award a prize to) any entry that does not comply with any one or more of these terms and conditions.

- 5. LIMIT ON ENTRIES:** No more than 3 entries per eligible entrant (whether entering alone or as part of a group entry) are permitted.
- 6. LOST OR LATE ENTRIES AND DEFECTS:** To the extent permitted by law, the Centre assumes no responsibility for lost or late entries. Entrants are responsible for ensuring the Centre receives entries and other relevant Entry Materials (including the Game play video and the Game) within the timeframes specified in these conditions, and that they are intact and comply with these terms and conditions (including any requirements for Entry Materials set out on the Competition Website). The Centre has no responsibility for ensuring entries are received or that they are intact or can be accessed or played by judges and the Centre is under no obligation to notify entrants regarding late entries, non-receipt of entries or defective entries (including because files are corrupted or otherwise inaccessible or because the game or Entry Materials contain defects or do not comply with these terms).
- 7. PRIZE:** The prize for the winning Game will be a cash prize of AU\$1,500. The runner-up prize will be AU\$500.
- 8. DETERMINING WINNER:-**
- 8.1 (**Judges**) A panel of judges will be chosen by the Centre to select the winning entries.
- 8.2 (**Two stage process**) Judging will take place through the following two stage process:-
- (a) the judges will initially shortlist up to 10 entrants from which the winners will later be chosen. That shortlisting process will take place on or before 31 January 2020 and the shortlisted entrants will be notified of their shortlisting by 19 February 2020.
- (b) the judges will subsequently choose the winners from the shortlisted entrants. That will occur on 31 March 2020.
- 8.3 (**Selection criteria**) The selection criteria used by the judges in determining the shortlisted entrants and, subsequently, determining the winners will be the enjoyability and quantumness of the game. The judges' decision is final.

9. NOTIFICATION OF SHORTLISTED ENTRANTS: The shortlisted entrants will be notified of their shortlisting via the contact details provided by them in their completed entry form or in such other manner as may be determined by the Centre at its discretion (which may include publication on the Competition Website).

10. NOTIFICATION OF THE WINNERS: The winners will be notified of their success via the contact details provided by them in their completed entry form or in such other manner as the Centre determines in its discretion (for example, by publication on the Competition Website).

11. PUBLICATION OF SHORTLISTED ENTRANTS AND WINNERS: The Centre may publish the name of the winners and shortlisted entrants on the Centre's Competition Website and by such other means and in such other places as the Centre determines in its discretion. Each entrant also consents to use of their name in relation to any permitted use under **clause 13.1 below** or as otherwise provided for in these conditions.

12. COLLECTION OF PRIZE: The prize will be transferred to the winners in accordance with the details provided for that purpose in the winners' completed entry form or in any other manner that may be agreed to by the Centre and the winners. In the case of a group entry, the Centre may if it chooses as full discharge of its obligation to pay the prize, pay the whole prize to a single entrant (i.e. a single group member) or parts of the prize to some but not all group members and has no obligation to ensure it is distributed to other group members.

13. OWNERSHIP & INTELLECTUAL PROPERTY:

13.1 (Ownership and Licence):-

13.1.1 (Ownership) Entrants retain ownership of their intellectual property in any Game play video, Game and other Entry Materials submitted for the competition.

13.1.2 (Licence) Entrants provide the Centre with a licence to make such use (including reproduction) of Entry Material as may be reasonably required by the Centre for the purpose of selecting the shortlisted entrants and, subsequently, the winners.

13.2 (Warranty) Each entrant warrants (jointly and severally in the case of group entries) that:-

- (a) the Entry Materials comply with all applicable laws and, with respect to the creation, use, classification, distribution and submission of the Entry Materials, the entrant has complied with all applicable laws (including any terms and conditions of any website, software or platform used for the creation, publication, distribution or play of the Entry Materials);
- (b) neither the Entry Materials, nor the use of them by the Centre or any other person permitted in accordance with **clause 13.1**, will infringe the intellectual property or other rights of any person;
- (c) it has, at the time of submitting the Entry Materials to the Centre, all rights, title, interest, permissions and consents (including intellectual property ownership or licence rights and moral rights consents) in and to the submitted Entry Materials that are necessary to grant the licence in **clause 13.1** without the need for UQ or any other any person to obtain any consent or permission from, or make payment to, any other person for such grant or for any use permitted by or pursuant to **clause 13.1**.

13.5 (Perfecting rights) Each entrant will do all things the Centre reasonably requires to perfect the rights granted, and to cure any breach of warranty, under this **clause 13** (including to provide consents and sign documents and take all reasonable steps to procure other persons to do the same).

13.6 (Property in materials) Property (excluding intellectual property) in Entry Materials (including in electronic files and any media on or in which files are provided or stored) will vest in the Centre upon receipt.

13.7 (Sole terms and precedence) Each entrant will ensure no terms are included in or with, or need to be agreed by any person to access or obtain, any Entry Materials. Each entrant agrees that, to the extent of any inconsistency between the terms of this clause 13 and any other terms that might for any reason apply to any Entry Materials, the terms of this clause 13 take precedence.

14. PRIVACY: Information and contact details provided by entrants will only be used by the Centre for the purpose of the Competition including notification of the shortlisted entrants, prize winners and any other purpose expressly provided for in these conditions.

15. SOCIAL MEDIA: Insofar as the Centre makes any use of Facebook or any other social media platform in relation to the Competition:-

(a) You (i.e. entrants) acknowledge that the Competition is in no way sponsored, endorsed or administered by the social media platform;

(b) You acknowledge that any information that you provide in relation to the Competition is provided to the Centre and not to the social media platform;

(c) You release the social media platform and their associated companies from any liability in respect of the Competition.

16. VARIATION OR CANCELLATION: The Centre reserves the right to cancel the Promotion if it has reasonable cause to do so. It also reserves the right to vary any of the dates in these conditions if it has reasonable cause to do so. Cancellation or variation to be effective must be published in a prominent place on the Centre's Competition Website or notified to entrants using the contact details provided in their entry form.

17. HOW TO CONTACT US: If you have any further queries please contact us at games@equs.org.

18. DEFINITIONS AND INTERPRETTION: The following expressions have the following meaning in these conditions unless the context requires otherwise:-

- **Classification Acts** means the *Classification (Publications, Films and Computer Games) Act 1995* (Cth) and each corresponding Act in each state and territory of Australia (including the *Classification of Computer Games and Images Act 1995*.(Qld)) and all regulations and other subordinate legislation related to, and decisions of governing bodies pursuant to, the aforementioned.
- **Competition Website** means the website at <http://equs.org/games>.

- **Entry Materials**, in respect of an entrant, includes the entrant's Game, Game play video, entry form and any other thing provided as part of or in relation to the entrant's entry (whether in material or electronic form) and including anything in or on such things (including electronic files, data, programs, documents, images, audio-visual materials, domain names, trademarks and promotional and instructional materials).
- **Game** means, subject to any requirements for Entry Materials on the Competition Website, a computer game that can be played on a desktop computer, laptop, tablet, iPod or mobile phone and includes computer games which can be played by use of physical media to load the computer program or by downloading the computer program from the Internet (including in the form of an app) or by playing the game online through a web browser.
- **Game play video** means, subject to any requirements for Entry Materials on the Competition Website, a video, film, animated or other visual or audio-visual recording stored in an electronic file which showcases the entrant's Game.
- **Node of the Centre** means an ARC Centre of Excellence for Engineered Quantum Systems situated in any other university or organisation.
- **General interpretation:** In these conditions, the singular includes the plural and vice versa; reference to one gender includes all genders; reference to a person includes a body corporate or other organisation and vice versa; and to the extent of an inconsistency between these terms and conditions and the Competition Website or any other information or materials provided to entrants, these terms and conditions take precedence.