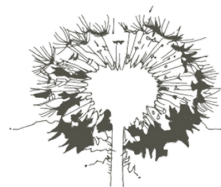




ILLUMANATE

**Living Building Challenge
Design Competition 2023**

Terms & Conditions v1.2
updated 1.8.23



LIVING FUTURE
INSTITUTESM
AUSTRALIA

TERMS & CONDITIONS

Living Building Challenge (LBC) Design Competition 2023

Information on how to enter the Design Competition and the Competition Brief (including Competition FAQs) form part of these Terms & Conditions. Where there are conflicts, these Terms & Conditions take precedence. Registration of, or Participation in this Design Competition is deemed acceptance of these Terms & Conditions.

Eligibility

To be eligible to enter, all individuals must be over 18 years old at the time of entry. Entrants under the age of 18 years at the time of entry may make an entry but must have prior parental or legal guardian consent to enter and consent to these Terms & Conditions.

Design teams located in Australia and/or New Zealand are eligible. This includes those who are citizens of other countries who currently reside in Australia or New Zealand.

Individuals can enter as a single person or as a group. Multiple entries are acceptable but each entry must be registered separately.

The design competition commences at 6:00 am (AEST) on Wednesday 26th July 2023, at which time Design Competition Documents will be made available to registered Entrants.

Entrants must register for the Competition via the online form on <https://living-future.org.au/living-building-challenge-design-Competition-2023-registration> by 11:59 pm (AEST) on Friday 29th September 2023.

The Competition closes at 11:59 pm (AEDT) on Friday 27th October 2023.

Entrants will be sent a submission link upon registration. Completed entries should be uploaded to this link prior to 11:59 PM (AEDT) on Friday 27th October 2023. The time of entry will be deemed to be the time the entry is uploaded and not the time of transmission by the Entrant.

The Living Future Institute of Australia (LFIA) reserves the right, at any time, to verify the validity of entries and Entrants and to disqualify any Entrant who submits an entry that is not in accordance with these Terms & Conditions or who tampers with the entry process or engages in any unlawful or other improper conduct. Errors and omissions will be accepted at the discretion of the LFIA. Failure by the LFIA to enforce any of their rights at any time does not constitute a waiver of those rights.

Design Competition Documents (by the Entrant)

Submitted documents must be de-identified, i.e. not include any reference to individual team members or companies involved in the design unless instructed otherwise.

Text-based parts of the entry must be in English.

Incomplete, indecipherable or illegible entries may be deemed invalid.

The LFIA is neither responsible nor liable for any late, lost, unsuccessfully sent or misdirected mail or electronic communications regarding the Competition (including but not limited to Prizes).

Design entries or parts thereof are not to be released within the public domain before the Competition awards ceremony concludes without the direct approval of the LFIA in writing. Doing so may result in the entry being disqualified from the Competition.

Judging

The Competition will be judged separately by a panel of judges (Judging Panel) appointed by the Living Future Institute of Australia (LFIA) with the exception of the “People’s Choice Award”.

The LFIA reserves the right to record entries in order of merit and award the next best entries Prize in the event of any Entrant being unable to satisfy these Terms & Conditions or otherwise forfeiting their prize-winning status.

Prizes

The Judging Panel will select:

- One (1) entry to be the overall winner of the Competition (Winner) to be awarded the Prize. The First prize will include \$15,000 cash, payable via invoice and bank transfer in Australian dollars.
- One (1) entry to be the overall Runner-Up of the Competition to be awarded the Prize. The Runner-Up prize will include \$5,000 cash, payable via invoice and bank transfer in Australian dollars.
- One (1) entry to be the winner of the Design Student category of Competition to be awarded the Prize. The First prize for the Design Student Category will include \$3,000 cash, payable via invoice and bank transfer in Australian dollars. Students must be

enrolled in a university course in **Australia or New Zealand** during the Competition timeframe.

- Two (2) entries to be the winner of the Design Student category of the Competition's Commendation Prize. The Commendation prize for the Student Category will include \$1,000 cash, payable via invoice and bank transfer in Australian dollars. **Students must be enrolled in a university course in Australia or New Zealand during the Competition timeframe.**

In addition,

- One (1) entry to be the "People's Choice Award", which is to be judged by attendees of the Living Future Institute of Australia Symposium on the 9th of November 2023. Each Submission will be individually judged based on the merit and ability to meet the Competition brief. It is possible for entries to be awarded both a prize as determined by the Judging Panel, and this People's Choice Award.

Cash will be awarded in the form of direct bank transfer made in favour of the winners of prize categories above. If a winner is a Group entry, the Group will be required to nominate one (1) representative to be the recipient of the prize, which is then to be divided among the individual group members at their discretion. The LFIA is neither responsible nor liable for any dispute regarding the distribution of the Prize within the members of any Group entry.

Prize winners are advised that tax implications may arise from their winnings and they should seek independent financial advice prior to acceptance of their prize. Prize money is as stated, and includes all taxes or other fees that may be payable by the LFIA to the Entrant.

Following the determination of winning entries, winners will be notified in writing and by telephone using the contact details given in their entry. The winners' name(s) will be published by the LFIA at a time to be determined in 2023.

Conflicts of Interest

An individual that is an employee, or a member of the immediate family¹ of an employee or Director of the LFIA, or the Competition Partner, Development Victoria, or its related bodies corporate as defined in the Corporations Act 2001 (Cth) (Related Bodies Corporate), must be declared as a Conflict of Interest, which will be assessed on a case by case basis. Entrants shall promptly inform the LFIA of any actual, potential or perceived conflict of interest at any point.

¹ "Immediate family" refers to any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, parent-in-law, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister, brother/sister-in law or first cousin.

The Entrant understands that the publication of their entry does not create a relationship between the Entrant and either or both LFIA or Partners of employer and employee, principal and agent, partnership or joint venturer.

General

All decisions relating to the conduct of the Competition, including, but not limited to, decisions of the Judging Panel, the selection of any and all parts of an entry to be published, and the awarding of prizes, are at the sole and exclusive discretion of the LFIA and not subject to appeal.

By entering this Competition, each Entrant agrees and warrants to the LFIA that:

- They acknowledge that the design Competition is an 'ideas' Competition and there is no obligation on the Partners, LFIA or Competition affiliates to either progress or construct the winning design;
- The entry is an original work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants that they have obtained the relevant intellectual property rights and copyright permission to submit the entry for the purposes of this Competition;
- The entry does not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate. Without limitation, Entrants must not include any content that involves malice or which may be defamatory or in contempt of court;
- The entry does not contain viruses or other computer code or material embedded in it which may have a negative impact on the LFIA Competition website, this Competition or any network or third party computer systems;
- The Intellectual Property of the entry remains with the Entrants. Each Entrant, as author of their design, is entitled to retain copyright of their work;
- The LFIA and any of its Partners or agents has the right to advertise, publish and print design Competition entries or extracts from entries in published material and through its media partners. For these purposes, Entrants agree to the use of their name(s), likeness, and entry collateral for stories or features on this Competition in the media, on the LFIA and ILFI (International Living Future Institute) websites, marketing collateral or in any of the LFIA marketing channels, without remuneration or reference to the Entrant.

The inclusion of any such story or feature (including but not limited to creative control of the feature) will remain at the discretion of the LFIA at all times;

- Any cost associated with entering the Competition is the Entrant's responsibility;
- The Entrant shall indemnify the LFIA against all claims and costs arising from a breach of the warranties set out in these Terms & Conditions;
- The Entrant shall maintain anonymity and confidentiality, where these are competition requirements, and respect moral rights and copyright of others in relation to development of their entry;
- The Entrant shall make no attempt to unfairly or inappropriately influence the jury process or any member of the jury, and accept the decision of the jury as final.

The LFIA may change these Terms & Conditions at any time by providing reasonable notice to Entrants by using their contact details submitted at the time of entry. Changes may include, but are not limited to: prizes, the dates and/or times of Competition closing, and/or judging.

If this Competition 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 LFIA, the LFIA 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 Competition.

All Entrants' representatives who have registered in this Competition at the point of termination, modification or suspension of the Competition will be notified by the LFIA by email. By entering the Competition, the Entrant consents to receipt of any email regarding the Competition.

Except for any liability that cannot be excluded by law, the LFIA (including its 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 Competition, including, but not limited to, where arising out of the following:

- a) any technical difficulty or equipment malfunction (whether or not under the control of the LFIA);
- b) any theft, unauthorised access or third party interference;
- c) any entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the LFIA) due to any reason beyond the reasonable control of the LFIA;
- d) any variation in prize value to that stated in these terms and conditions;
- e) any tax liability incurred by a Prize winner.