

Terms and Conditions

Australian Copyright Trust

Intellectual Property Award

The Australian Copyright Trust gives an annual award for the application of intellectual property in the surveying and spatial information industry.

The award is made in response to submissions relating to any activity that has the greatest impact on the industry or one or more industry participants through, but not limited to, —

1. The creation, identification and definition of new Intellectual Property, e.g.
 - a. Creation of new surveying or spatial information products or services to which a commercial advantage can be applied using intellectual property principles
 - b. Development of a patentable invention
 - c. The application of commercial or competitive advantage to an existing surveying or spatial information product or service
2. The management of existing intellectual property, e.g.
 - a. Methods of recording and valuing intellectual property in surveying and spatial information
 - b. Methods of extracting commercial intelligence from intellectual property data in the industry
3. The commercialisation of intellectual property, e.g.
 - a. Examples of using the classic principle of “create once, sell many”
 - b. Creation of new markets through the implementation of intellectual property principles
4. The protection of intellectual property, e.g.
 - a. Innovative contractual arrangements acceptable and beneficial to both buyer and seller based on the use of intellectual property principles
 - b. Hardware and software methods of preventing intellectual property violations
5. The raising of awareness of surveying and spatial intellectual property
 - a. Development and delivery of relevant information and education materials for the surveying and spatial information industry
 - b. Client targeted programs explaining the industry’s intellectual property and appropriate usage

General

Information on how to enter and prizes forms part of the Terms and Conditions. Submission of an entry is deemed acceptance of these Terms and Conditions.

If there is any inconsistency between these Terms and Conditions and anything else that refers to this Award, these Terms and Conditions will prevail.

Promoter

The promoter of the Award is ACT Administration Limited (ACN 608 965 742) (the Promoter) ATF The Australian Copyright Trust (The Trust) of 3/18 Kilroe Street, Auchenflower, QLD 4064.

Award

Nominations will be judged by a panel appointed by the Trust and the decisions of the panel are final and no correspondence in relation to the results of the judging will be entered into.

The nominations will be judged on the nominated activity's impact on the creation, identification, definition, management, protection and commercialisation of intellectual property in the surveying and spatial information industry or the raising of awareness and/or knowledge of these concepts.

The Award will be presented at the annual Asia-Pacific Spatial Excellence Awards (APSEA) presentation hosted by Surveying and Spatial Sciences Institute (SSSI) and Spatial Industries Business Association (SIBA/GITA) each year.

The Award will consist of a certificate and \$50,000 + GST (if applicable) to the winning entry in each year. If, in the opinion of the judges, there is, in any one year, not a nominated activity that makes sufficient impact on the industry or of sufficient merit to make an award, then two prizes of a certificate and \$5,000 + GST (if applicable) will be awarded to the top two nominations.

The winner and all travelling companions are responsible for their own transport arrangements from their residence to the presentation venue, including any necessary accommodation arrangements.

Applicants

The Award is open to all individuals who are citizens or permanent residents of Australia and all business entities (including corporations, partnerships, sole traders and education institutions) registered in Australia.

If the applicant is not principally involved in the surveying and spatial information industry, then the application and the activities nominated must include an industry partner (either individual or business entity).

The Promoter reserves the right to request winners to provide proof of identity, proof of eligibility and/or proof of entry validity in order to claim a prize. Proof of identification and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

Entries

Entries should be made in the form of written submission not exceeding ten (10) A4 pages and including evidence of eligibility and a one paragraph summary. Additional information or evidence may be submitted in the form of attachments (either written or multi-media) without limits.

The evidence submitted should relate to the two years immediately prior to the making of the application. Activities completed more than two years prior may

still be eligible at the discretion of the judges, but entrants should apply for eligibility on a case-by-case basis.

Applicants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes any content (including text) that Applicants submit in connection with their nomination.

The Promoter reserves the right to disqualify any applicant who submits an entry that is not in accordance with these Terms & Conditions or who has, in the opinion of the Promoter, engaged in conduct, in submitting a nomination, which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Trust.

The submission should focus on the intellectual property aspects of the nominated activity and its impact on the entity and its bottom line and/or the industry as a whole.

There is no nomination fee for entries to the Award.

There is no limit to the number of entries any applicant may submit.

Closing date for the Award is six weeks prior to the annual APSEA awards presentation event.

The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, or for any other reason.

Intellectual Property

The Intellectual Property described or referenced in any submission remains the property of the owner at the time of the submission.

All submissions become the property of the Promoter. The Promoter collects personal information for the purposes of conducting this Award program. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.

The Trust reserves the right to use information from the submission to promote the work of the Trust including the presentation of the Award. Recognising the potential for commercial sensitivity, the Trust will work with the applicant to create mutually acceptable material.

In submitting an entry to the Award, applicants agree to participate and cooperate as required in all editorial activities relating to the Award, including but not limited to using photographs, extracts and interviews. Applicants agree to granting the Promoter a perpetual and non-exclusive licence to use the agreed material in any media, and the winners will not be entitled to any fee for such use.

Taxation

Award winners are advised that tax implications may arise from their Award winnings and they should seek independent financial advice.

Warranties and Liability

The applicant represents and warrants that the work is the applicant's sole original work, the applicant has the power to grant the rights given under it, the applicant has obtained appropriate releases, including intellectual property releases, the applicant is entitled to reproduce and exploit any underlying rights in the work, and the applicant indemnifies the Promoter and the Trust against any loss resulting from breach of these warranties.

Except for any liability that cannot by law be excluded, the Trust and the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage; whether direct, indirect, special or consequential, arising in any way out of the application for, judging or presentation of this Award.

The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Award, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).