

TERMS AND CONDITIONS OF ENTRY for the Australian Fascination of Plants Day Video Competition

The following terms and conditions apply to any and all entrants in the Australian Fascination of Plants Day Video Competition ("Competition"):

1. Competition Organiser

The Competition is organised by the Australian Fascination of Plants Day (FoPD) Committee on behalf of FoPD (www.plantday12.eu) and the European Plant Science Organisation (EPSO) (www.epsoweb.org), with the assistance of The Australian Centre for Plant Functional Genomics Pty Ltd ACN 102 769 808 (www.acpfg.com.au) ("Competition Organisers").

2. Eligibility

The Australian FoPD Competition is open to all currently enrolled secondary students across Australia. There are two categories of entry:

2.1. Students in years 7 to 10 ("Junior"); and

2.2. Students in years 11 and 12 ("Senior").

Secondary school students may enter in the applicable category (Junior or Senior) as individuals, as a group (up to four students) or as a class. If an entry is submitted by a group, the year level for the group will be determined by the year level of the oldest team member.

Members or employees of the Competition Organisers and their immediate families are ineligible to enter the Competition.

3. Competition Period

The Competition opens on 20 February 2012 and entries close on 18 May 2012 at 5:00 pm (Central Standard Time). Each entry must be received by the Competition Organisers during this period to be eligible for a prize.

4. Entry Requirements

Entrants must:

4.1. Make a film (video), up to three (3) minutes in length.

4.2. The film must be on the topic of:

4.2.1. the importance of plant science in either agriculture, sustainable food production, conservation, horticulture, forestry; or

4.2.2. the importance of plants and plant research in the production of non-food products such as paper, timber, chemicals, energy, pharmaceuticals.

4.3. The film must be the original work of the entrant.

4.4. All entries must be in English or English narrated or, where there is content in a language other than English, that content must be subtitled.

4.5. There is no limit on the number of entries that may be submitted by an entrant.

4.6. The Australian FoPD Committee reserves the right to refuse acceptance of an entry if it is deemed inappropriate or offensive, without furnishing any explanation or entering into any correspondence with entrants regarding the refusal. The decision of the Australian FoPD Committee to refuse an entry will be final.

5. Entry Form

5.1. All entries must be accompanied by a completed official entry form. The Entry Form must be completed online by typing into the appropriate fields. Ensure that the URL link to the video entry

on YouTube is specified in the Entry Form, and that a valid email address is provided. Once an Entry Form is completed online, the Entry Form must be printed for signing.

5.2. The Entry Form must be signed by:

5.2.1. Where the entrant is an individual, that individual;

5.2.2. Where the entrant is a group, each team member;

5.2.3. Where the entrant is a class, the teacher of that class.

5.2.4. In all cases, the teacher responsible for the entrant(s) must complete and sign the Teacher Declaration included on the Entry Form.

5.3. It is the responsibility of the entrant to inform the Competition Organisers of any changes to their contact details from those contained in the Entry Form.

6. Submission of Entry

6.1. All entries (films) must be uploaded on the Internet using the YouTube Service (www.youtube.com).

6.2. In order to upload the entry onto YouTube, the entrant may need to create an account on YouTube. If the entrant is under 13 year of age, the entrant may need to ask a parent or guardian to join on his/her/their behalf and to upload the entry. Prior to uploading the entry, entrants and, where appropriate, the parent or guardian of the entrant, must read, consider and accept YouTube's "Terms of Service" which are available at www.youtube.com/t/terms.

6.3. The completed and signed Entry Form (which must specify the URL address of the entry on YouTube) must be posted to the following address:

Australian FoPD Competition
Education Manager
ACPFG
PMB 1
Glen Osmond
South Australia, 5064

6.4. Entries must have been received by the Competition Organisers by 5:00pm (Central Standard Time) on Friday, 18 May 2012 to be eligible for the Competition.

6.5. Confirmation of receipt of entry will be emailed to entrants to the email specified in the Entry Form.

6.6. All original entries will be retained by the Competition Organisers and will not be returned to entrants. If necessary, entrants should make a copy of their entry for their own records.

7. Judging

The Australian FoPD Committee, or a sub-committee thereof, will decide which fifteen (15) entries make it to the final judging round. A panel of judges will select the winning entries. The judges will not be part of the Australian FoPD Committee. The judging panel's decision will be final and no correspondence will be entered into.

8. Prizes

8.1. Prizes will be awarded to the entrants who place first and second in each of the Junior and Senior categories.

The prizes for the Junior Category are:

- First Place: AUD\$1,000.00*

- Second Place: AUD\$500.00*

The prizes for the Senior Category are:

- First Place: AUD\$1,000.00*
- Second Place: AUD\$500.00*

*Where the entrant is an individual, all prize money will be distributed to the individual. Where the entrant is a group, the prize money will be distributed equally between the team members. Where the entrant is a class, the prize money will be substituted for a voucher of equal value to the prize money to Tandy Electronics, Dick Smith or similar store to purchase resources for the class.

- 8.2. The winners of the Competition will be announced on 1 June 2012 on the Australian FoPD Video Competition website, and the winning entrants will be notified by email to the teacher. The winning entries will be posted on the Australian FoPD Competition website and the official FoPD website.
- 8.3. The prizes will be distributed to each winner's school by the Competition Organisers. The school will be responsible for distributing the prize(s) among the winning entrant(s).

9. Copyright

Copyright in the entry is retained by the entrants. Each entrant grants a non-exclusive, worldwide, royalty-free, transferable license of copyright in the entry to the Competition Organisers to reproduce, publish and publicly perform the entry, in whole or part, and any images associated with the entry, in any type of media whatsoever, including by radio, newspaper, television and the internet, for promotional, marketing and educational purposes.

10. Third Party Copyright

- 10.1. Each entrant warrants that, where the entry contains third party material which is subject to copyright, including music, that he/she/they has/have obtained all authorisations, approvals, licenses necessary for the reproduction, adaptation and public performance of the third party material. (For further information regarding obtaining approval to use music, see <http://www.apra-amcos.com.au>).
- 10.2. If an entrant cannot produce proof of permission or authorisation to use third party copyright materials, the Competition Organisers may refuse the entry.

11. Consent

Each entrant warrants that he/she/they and all other persons appearing in the entry were filmed, and any images or photographs were taken, freely and with the consent of the entrant or each team member, or other person, or the parent or guardian of the entrant or each team member or other person (as appropriate).

12. Limitations of Liability

Except for liability which cannot be excluded at law, each entrant agrees that the Conference Organisers, its subsidiaries, affiliates or agents and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and will be held harmless by the entrant for any claims, liability or cause of action for any injury, loss or damages or any kind arising, in whole or part, directly or indirectly, from their entry, their participation in the Competition or their participation in any promotion or prize related activity connected with the Competition.

13. **Tax:** The Competition Organisers accept no responsibility for any tax implications or obligations which may arise from prize winnings. Independent financial advice should be sought.

