#### **ABC Terms and Conditions**

# Competition

2025 ABC RN TOP 5 Media Residencies

#### Promoter

Australian Broadcasting Corporation (ABN 52 429 278 345) of 700 Harris Street, Ultimo 2007, New South Wales, Australia (**the ABC**).

### Website (Clause 1)

www.abc.net.au/top5

### **Entry Restrictions (Clause 4)**

## **Entry to the Competition is open to early career researchers:**

- · STEMM, HASS & Arts researchers with a PhD.
- · In the case of the Arts residency only, you can still be undertaking your PhD to qualify.

#### Note:

a) For the purposes of this scheme early career is defined as:

being within seven years of the conferring of your PhD, or longer if combined with periods of significant career interruption.

b) For the purposes of this scheme Arts is defined as including visual arts, architecture, design, the performing arts, screen, literature & music.

You are currently an Australian resident and working for an Australian university or research organisation or an Australian arts organisation.

- Winners based outside of Sydney (Humanities & Science) and Melbourne (Arts), will have their domestic travel and accommodation expenses covered for the duration of the residency.
- 2. **FOR ARTS:** You need to be researching in visual arts, performance, design, architecture, screen, music or literature, and available to attend a two-week media residency Monday 11th Friday 22nd August 2025 inclusive. \*
- 3. **FOR HUMANITIES:** You need to be researching in one or more of the HASS disciplines, and available to attend a two-week media residency from Monday 15th Friday 26th September 2025 inclusive. \*
- 4. **FOR SCIENCE:** You need to be researching in one or more of the following disciplines: science, technology, engineering, mathematics and medical

research, and available to attend a two-week media residency Monday 20th – Friday 31st October 2025 inclusive. \*

\*The ABC reserves the right to amend the above dates in its' sole discretion.

# **Application Period (Clause 5)**

Commences: 0900 AEST 13 March 2025

Ends: 2359 AEST 4 May 2025

### **Entry Method (Clause 5)**

To enter, entrants must: Complete an online form via Submittable <u>ABC TOP 5</u> <u>Submission Manager</u>

#### **Maximum Number of Entries**

#### (Clause 7)

One entry per applicant per residency per year.

If your work crosses disciplines and you meet the criteria, you may apply for more than one of the residencies in the same year.

# **Judging Details (Clause 8)**

Applicants will be judged on their outstanding achievements and demonstrated suitability to develop into leading communicators of their research.

Applications will be shortlisted May/June 2025.

The ten shortlisted applicants in each category will be interviewed virtually mid-June 2025. \*

\*The ABC reserves the right to amend the above dates in its' sole discretion.

### **Prize**

#### (Clause 9)

The 15 winners (5 x Scientists, 5 x Arts and 5 x Humanities) will have the opportunity to attend one of the three media residencies presented by ABC Radio National.

The Science & Humanities residencies will involve media training & working with media professionals based at the ABC Ultimo studios in Sydney.

The Arts residency will involve media training & working with media professionals based at the ABC Southbank studios in Melbourne.

The prize includes domestic flights & accommodation (only where needed), transfer via taxi to accommodation to and from airport, and in-kind cost of residency by the ABC.

### Winner Notification (Clause 18)

Winners will be notified late June 2025. \*

The ABC will aim to give a minimum of four weeks notification to successful applicants.

### **Rights in Your Entry**

(Clauses 19 - 23)

Non-exclusive licence.

## **Additional Terms Applicable to this Competition**

Any audio, writing or digital output produced and published by the applicants as part of the residency, will be the property of the ABC and will not incur payment for the TOP 5 resident unless otherwise negotiated.

The ABC reserves the right to use applicant's material in promotional materials once permission is agreed to by the applicant.

#### **General Terms and Conditions**

#### Introduction

- 1. By entering the Competition, you agree to be bound by the Terms and Conditions of the Competition. The Terms and Conditions governing the Competition include these General Terms and Conditions, the Schedule to these General Terms and Conditions and any instructions relating to the Competition on the Website.
- 2. Any capitalised terms used in these General Terms and Conditions have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms and Conditions (Schedule) and these General Terms and Conditions, the Schedule will take precedence.
- 3. The Promoter may in its absolute discretion refuse to award any Prize to any entrant who fails to comply with these Terms and Conditions.

#### **Entry Restrictions**

4. Eligibility to enter the Competition is subject to the Entry Restrictions. An entrant of the Competition must be an individual and not a company or organisation. Directors, immediate family members, employees and contractors of the Promoter are not eligible to enter. Immediate family members, employees and contractors of the University of Sydney, University of Melbourne and the Creative Australia judges and short listers are not eligible to enter.

#### **Competition Period**

5. Applications for the Competition will be conducted during the Competition Period. Any entry received after the expiry of the designated period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries. The period of the competition is from 0900 AEST 13 March 2025 to 2359 AEST 4 May 2025.

### **Entry Method**

6. To enter the Competition, applicants must enter in accordance with the Entry Method (and any other entry details provided by the Promoter on the Website) during the Competition Period. All applications are to be registered online via Submittable.

# **Maximum Number of Entries**

7. Entrants can enter the Competition once per calendar year and this entry must individually meet the requirements in the Schedule and is subject to the Entry Restrictions. Applicants can enter for more than one residency if they meet the requirements of the different categories, and previously non-successful applicants are encouraged to reapply the following year/s.

### **Judging Details**

8. Five entrants from Science, five from Arts and five from Humanities - whose application is judged by the Promoter's panels of judges to be the most outstanding, and with demonstrated potential (and any judging criteria set out in Judging Details of the Schedule) will win the Prize, one of the designated residency places in each of the disciplines.

The Promoter and its panel of judges may, in their absolute discretion, decline to award any or all places in the residency, including where the judges determine that the entry is not of publication standard. Chance plays no part in determining the Prize winners. Decisions of the Promoter and its panel of judges are final and will be binding on each person who applies, and no correspondence will be entered into.

#### Prize

9. The Prize will be awarded as specified in the Schedule. The Prize values are approximated based on the value of accommodation, domestic flights and completing the residency at the Promoter, are in Australian dollars and are correct as at the time of the commencement of the Competition Period. The Promoter accepts no responsibility for any variation in the Prize value. The Prize value will not exceed \$10,000.

#### **Prize Restrictions**

10. Unless otherwise specified in the Schedule, the Promoter will not be responsible for any additional costs associated with use of the Prize. The Prize winner (and, if applicable, their guest(s)) is responsible for all costs associated with using the Prize

including (if applicable), expenses with respect to food and beverages, travel and medical insurance costs and spending money.

- 11. If a Prize is available in various locations, the Prize winner is only eligible to claim the Prize in the location applicable to their discipline. If the Prize occurs in the Prize winner's home city, the Prize winner will not be eligible to receive any accommodation or airfares (which may otherwise have formed part of the Prize).
- 12. If the Prize is date specific, the Prize winner must be available to redeem the Prize on the dates stipulated by the Promoter. If the Prize winner is not able to redeem the Prize on that date, the Promoter may determine another Prize winner in its absolute discretion.
- 13. No component of the Prize can be transferred or redeemed for cash.
- 14. All residencies are subject to availability. In the event that any of the residency or part of a residency becomes unavailable to all individuals due to circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to cancel the scheme, or to provide a similar experience, subject to any applicable laws or written directions made under applicable legislation.
- 15. It is a condition of accepting the Prize that the winner (and any guests participating in using the Prize) must comply with all the conditions of use of the Prize and Prize supplier's requirements.
- 16. If the Prize includes flights, entrants agree that:
- · (a) the Prize does not include transfers to and from the winner's place of residence to the departure point and transfers between the accommodation and airport (unless otherwise specified in the Schedule);
- $\cdot$  (b) the flights must be utilised at the same time, for the same travel dates, to and from the same destination;
- $\cdot$  (c) no frequent flyer (or equivalent rewards program) points will accrue to the Prize winner (and any guest participating in using the Prize) on the Prize flights or accommodation; and
- $\cdot$  (d) the booking time of the flights will be determined by the Promoter in its complete discretion and blackout periods may apply including all public holidays.
- 17. If the Prize includes accommodation, it is a condition of accepting the Prize that the Prize winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all ancillary costs they may incur during their stay. For the avoidance of doubt, the Prize winner acknowledges that the accommodation part of the Prize includes room charges only (and no ancillary costs such as room service).

#### Winner Notification

18. Unless advertised differently, the Prize winner(s) will be notified in accordance with the Winner Notification details in the Schedule. Please allow at least twenty-eight (28) days from the date of notification for the delivery of the Prize. Winners' names will be published by the Promoter including on the TOP website: abc.net.au/radio/programs/top 5

# **Rights in Your Entry**

- 19. Unless otherwise specified in the Schedule, all physical entries become the property of the Promoter and will not be returned to the entrants.
- 20. To be eligible for a Prize your entry must only include original material created by you or material which you have permission to use, which may be included in your entry.
- 21. By submitting your entry to the Promoter, you grant the Promoter and its licensees and assignees:
- $\cdot$  (a) the Rights in Your Entry specified in the Schedule to exercise all rights in your entry, including without limitation, the right to reproduce and communicate your entry to the public in whole or in part, in perpetuity and throughout the world in any media; and
- · (b) the right to publicise, broadcast and communicate to the public your name, character, likeness or voice for any promotion or matter incidental to the Competition with no compensation to you for such use.
- 22. You understand and agree that your entry may be edited or adapted at any time by the Promoter for legal, editorial or operational reasons.
- 23. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

#### **ABC Material**

- 24. If the method of entry instructs you to include any material owned by the Promoter (**ABC Material**) such as an ABC trademark or logo, you agree that:
- $\cdot$  (a) you must not use the ABC Material for any purpose other than for the purpose of including it in your entry in the Competition;
- $\cdot$  (b) any use of the ABC Material by you will not give you or any other person (other than the Promoter) any right, title or interest in the ABC Material;
- $\cdot$  (c) you must not carry on a business under a name which includes the ABC Material or any trade mark similar to the ABC Material; and
- · (d) you must not apply to register a trade mark similar to ABC Material.

25. No other party may use the ABC Material without prior approval of the Promoter.

### **Privacy**

- 26. Once your application is submitted to the Submittable page, your application will be accessible by certain staff of the Promoter and project partners, for the purpose of assessing the application. You acknowledge that the Promoter may distribute the application internally, and that it may be available to project partners.
- 27. The Promoter will collect your personal information for the purposes of conducting the Competition in accordance with the ABC Privacy Collection Statement. In doing so, the Promoter may disclose your personal information to its contractors, agents, any partner or co-promoter and to State and Territory gaming departments. Prize winners' names may be published as set out in these Terms and Conditions. The Promoter may also use your personal information for any promotional, marketing and publicity purposes of the Promoter. Additional information about how personal information is collected, used and disclosed, and the privacy complaints process is available in the ABC Privacy Policy available at <a href="http://about.abc.net.au/abc-privacy-policy/">http://about.abc.net.au/abc-privacy-policy/</a>.

#### General

- 28. Any attempt to interfere with the normal functioning of the Website or to otherwise undermine the legitimate operation of this Competition is prohibited and will render all entries submitted by that entrant invalid.
- 29. You warrant that:
- a) your entry is your original work, and to the extent it is not, you have obtained the relevant permission.
- b) all details provided with your entry are true and accurate.
- c) you have all necessary rights to grant the Promoter the rights granted under these Terms and Conditions.
- d) use of your entry by the Promoter, in accordance with these Terms and Conditions, will not infringe the rights of any third parties; and
- e) your entry does not breach any law.
- 30. You agree to indemnify the Promoter against any loss or damage resulting from any breach of the warranties above and acknowledge that the Promoter may, in its absolute discretion, not award the Prize to you for breach of the warranties above.
- 31. You acknowledge that the Promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the Promoter (in accordance with these Terms and Conditions) is at the complete discretion of the Promoter.

- 32. You acknowledge this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints regarding this Competition must be directed to the Promoter through the Website rather than to Facebook.
- 33. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the Prize to the Prize winner(s), the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions.
- 34. The Promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 35. To the full extent permitted by the law, the Promoter is not liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any Prize, including without limitation non-receipt of any Prize or damage to any Prize in transit and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party.