ABC Terms and Conditions

Competition — ***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.

Website (Clause 1) — www.abc.net.au/top5

1. **Entry to the Competition is open to early career:**

- STEMM, HASS & Arts researchers with a PhD.
- In the case of the Arts residency, you can be undertaking your PhD to qualify.
  You could also be an early career Arts practitioner, with a graduate qualification.

Note:

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

- For researchers it is defined as being within seven years of the conferring of your PhD, or longer if combined with periods of significant career interruption.
- For Arts practitioners, early career is defined as within seven years of working professionally in the Arts.

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

Entry Restrictions (Clause 4)

If a researcher, you are currently an Australian resident and working for an Australian university or research organisation.

For practitioners: you are currently an Australian resident with a graduate qualification & currently working in the Arts in Australia - either independently or professionally, or for an Australian arts organisation, Australian university or Australian research organisation.

1. If there's a face-to-face component to the residency, winners based outside of Sydney (Humanities & Science) and Melbourne (Arts) will have their domestic travel and accommodation expenses covered.

2. FOR SCIENTIST: You need to be working 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 19th – Friday 30th Sept 2022 inclusive. *
3. FOR ARTS: You need to be working in visual arts, performance, design, architecture, screen, music or literature, and available to attend a two-week media residency Monday 17th – Friday 28th Oct 2022 inclusive. *
4. FOR HUMANITIES: You need to be working in one or more of the HASS disciplines, and available to attend a two-week media residency from Monday 22nd Aug – Friday 02nd Sept 2022 inclusive. *

The ABC reserves the right to amend the above dates in its' sole discretion. The residencies are planned to be a combination of virtual and face to face – whether the residencies are virtual, or a combination of face-to-face and virtual will be determined by the ABC at the appropriate time and applicants notified.

Application Period (Clause 5)	**Commences:** 0830 Australian Eastern Standard Time 29/04/22 **Ends:** 2359 Australian Eastern Standard Time 31/05/22
Entry Method (Clause 5)	To enter, entrants must: Complete online form via Submittable
Maximum Number of Entries	One entry per applicant per residency per year.
(Clause 7)	If your work crosses disciplines, you may apply for more than one residency in the same year if you meet the criteria.
Judging Details (Clause 8)	Applicants will be judged on their outstanding achievements and demonstrated suitability to develop into leading communicators of their research. **SCIENCE:** Applications will be shortlisted in June 2022. Ten shortlisted applicants will be interviewed virtually mid-July 2022. * **ARTS:** Applications will be shortlisted in June 2020. Ten shortlisted applicants will be interviewed virtually mid-July 2022. * **HUMANITIES:** Applications will be shortlisted in June 2020. Ten shortlisted applicants will be interviewed virtually mid-July 2022. * ***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.

If a face-to-face component is included, then the Science & HASS residencies will involve media training & working with media professionals based at the ABC Ultimo studios in Sydney.

If a face-to-face component is included, then the Arts residency will involve media training & working with media professionals based at the ABC Southbank studios in Melbourne.

If a face-to-face component is included, then 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.

Note: Travel and accommodation is conditional on the status of domestic travel status as determined by the federal, state & territory governments of Australia and any relevant restrictions due to the Covid-19 pandemic.

Winner Notification (Clause 18)	Winners will be notified by the end of July 2022. * The ABC will aim to give a minimum of four weeks notification to successful applicants. * ****The ABC reserves the right to amend the above dates at its' sole discretion.***
Rights in Your Entry (Clauses 19 - 23)	Nonexclusive 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 submitting a TOP 5 Residency application, 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 TOP 5 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 ABC may in its absolute discretion refuse to award a residency to any entrant who fails to comply with these Terms and Conditions.

Entry Restrictions

4. Eligibility to enter a TOP 5 Residency application 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 ABC are not eligible to enter. Immediate family members, employees and contractors of the USYD, UMELB & the Australia Council for the Arts (AC) judges and short listers are not eligible to enter.

Competition Period

5. Applications for the TOP 5 Residency 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 8am AEST 29/04/22 to midnight AEST 31/05/22.

Entry Method

6. To apply for the TOP 5 Residency, 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 TOP 5 Residency Competition once per calendar year and this entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions. Applicants can enter for more than one residency if they meet the requirements of the different categories, and non successful applicants are encouraged to reapply the following year.

Judging Details

8. Five entrants from *Science*, five from *Arts* and five from *Humanities* - whose application is judged by the ABC'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 one of the designated places in each of the residency.

   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 residency winners. Decisions

of the ABC 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 Residencies will be awarded as specified in the Schedule. The Prize values are approximated based on the value of accommodation, domestic flights and full time working at the ABC, are in Australian dollars and are correct as at the time of the commencement of the Competition Period. The ABC accepts no responsibility for any variation in the Prize value.

Prize Restrictions

10. Unless otherwise specified in the Schedule, the ABC 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 their nearest capital city. 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 ABC. 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 ABC's reasonable control, the ABC reserves the 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);
- (b) the flights must be utilised at the same time, for the same travel dates, to and from the same destination;
- (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
- (d) the booking time of the flights will be determined by the ABC 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 residency 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 ABC 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 ABC 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 TOP 5, you grant the ABC and its licensees and assignees:

- (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 ABC for legal, editorial or operational reasons.
23. As a condition of accepting the Prize, the winner must sign any legal documentation as in the form required by the ABC and/or partners 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:

- (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;
- (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;
- (c) you must not carry on a business under a name which includes the ABC Material or any trademark similar to the ABC Material; and
- (d) you must not apply to register a trademark similar to ABC Material.

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

Privacy

26. (a) Once your application is submitted to the Submittable page, your application will be accessible by certain ABC and project partners, for the purpose of assessing the application. You acknowledge that the ABC may distribute the application internally, and that it may be will be available to project partners.

- TOP 5 winners' names may be published as set out in these Terms and Conditions. The ABC 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 https://about.abc.net.au/abc-privacy-policy/. The ABC Privacy Policy does not form part of these terms and conditions.

Partner Privacy Policies:

The University of Melbourne Privacy Policy does not form part of these terms and conditions.

Privacy Policy (MPF1104) : Policy : The University of Melbourne (unimelb.edu.au)

The Australia Council for the Arts Privacy Policy does not form part of these terms and conditions.

https://www.australiacouncil.gov.au/workspace/uploads/files/privacy-policy-february-2020-5e38ef12b8e8d.pdf

The University of Sydney Privacy Policy does not form part of these terms and conditions.

https://sydney.edu.au/privacy-statement.html

General

- 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.
- 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 ABC the rights granted under these Terms and Conditions;
- (d) use of your entry by the ABC, 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.
- You agree to indemnify the ABC against any loss or damage resulting from any breach of the warranties above and acknowledge that the ABC may, in its absolute discretion, not award the Prize to you for breach of the warranties above.
- You acknowledge that the ABC is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the ABC (in accordance with these Terms and Conditions) is at the complete discretion of the ABC.
- 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 ABC through the Website rather than to Facebook.
- If there is any event that prevents or hinders the ABC's conduct of the Competition or the ABC's ability to deliver the Prize to the Prize winner(s), the ABC may, in its discretion, cancel the Competition and recommence it at another time under the same conditions.
- The ABC 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 ABC 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.

- To the full extent permitted by the law, the ABC 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.