



# VICTORIAN DESIGN CHALLENGE 2018

**COMPETITION CONDITIONS**

## VICTORIAN DESIGN CHALLENGE 2018

---

<u>1</u>		<u>INTRODUCTION</u>	
			2
1.1	INVITATION		2
1.2	COMPETITION OBJECTIVES		2
<u>2</u>		<u>PARTICIPATION IN THE COMPETITION</u>	
			3
2.1	REGISTRATION		4
2.2	ELIGIBILITY		4
2.3	COMPETITION DOCUMENTS		4
2.4	APPLICATION OF COMPETITION CONDITIONS		4
2.5	NON-COMPLIANCE WITH THE COMPETITION CONDITIONS		4
2.6	DISQUALIFICATIONS		4
2.7	WITHDRAWAL OF SUBMISSION		4
2.8	CHANGE OF DETAILS		4
<u>3</u>		<u>THE COMPETITION PROCESS</u>	
			5
3.1	SUMMARY		5
3.2	EVALUATION CRITERIA		6
3.2.1	STAGE ONE:		6
3.2.2	STAGE TWO:		7
3.3	COMMUNICATIONS & CORRESPONDENCE		7
3.3.1	QUESTION PERIOD		7
3.3.2	CHALLENGE INFORMATION SESSION		8
3.4	COMPETITION TIMETABLE		8
3.5	LODGMET		8
3.6	PRIZE MONEY		9
3.7	NOTIFICATION OF AWARD		10
3.8	EXHIBITION OF SUBMISSIONS		10
3.9	ABANDONMENT		10
<u>4</u>		<u>MANAGEMENT OF THE COMPETITION</u>	
			10
4.1	COMPETITION PROPONENT		10
4.2	ADVISERS		10
4.3	JURORS		10
4.3.1	MEMBERS OF THE JURY		10
4.3.2	REPORT		11
4.3.3	ROLE OF THE JURY		11
<u>5</u>		<u>COMPETITION DELIVERABLES</u>	
			11
5.1	STAGE ONE		11
5.2	STAGE TWO		12
<u>6</u>		<u>THE INTEGRITY OF THE COMPETITION</u>	
			12
6.1	PROCEDURES TO ENSURE EQUALITY OF TREATMENT AND ACCESS AND TO PRESERVE THE PROBITY OF THE COMPETITION		12
6.2	UNAUTHORISED COMMUNICATIONS		13
6.3	ANTI-LOBBYING, IMPROPER ASSISTANCE AND SOLICITATION		14
6.4	CONFIDENTIALITY OF NGV INFORMATION		14
6.5	COMPLAINTS		14
6.6	COMPLAINT RESPONSE		14
<u>7</u>		<u>INTELLECTUAL PROPERTY</u>	
			14
7.1	OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS		14
7.2	WARRANTIES AND INDEMNITY		15
7.3	USE OF SUBMISSIONS FOR PURPOSES OF THE COMPETITION		15
<u>8</u>		<u>NGV RESERVES THE RIGHT</u>	
			15

<u>9</u>		<u>LIABILITY</u>
		16
9.1	COSTS AND DISBURSEMENTS	16
9.2	NGV AND COMPETITION ADVISER NOT LIABLE	16
9.2.1	NO LIABILITY	16
9.2.2	RELEASE AND INDEMNITY	17
<u>10</u>		<u>INTERPRETATION</u>
		17
APPENDIX 1	REFERENCE DOCUMENTS	18

## 1 INTRODUCTION

### 1.1 Invitation

The National Gallery of Victoria (**NGV**) invites you to participate in the Victorian Design Challenge (The Competition).

The Challenge is a two-stage open competition with Stage One being an open call for Submissions from multidisciplinary teams. A selection panel (Jury) will review Stage One Submissions and shortlist up to five teams to go through to Stage Two, where selected competitors (Competitors) will refine and develop their ideas. Stage Two will culminate in the 'Challenge Final': a live public pitch at NGV International in June 2018. Upon the Jury's selection the winner (Winner) will receive a \$30,000 ex GST prize (Prize). This prize money is intended to allow the testing and prototyping of their design, with a community group, not-for-profit or private sector partner.

The Competition seeks compelling design ideas and proposals that respond to the following 2018 Challenge Theme:

*How might we increase the resilience of today's young people?*

### 1.2 Competition Objectives

The objectives of the Competition is to provide a platform for design to engage with real world challenges and problems. Each year Victorian designers will be invited to form multi-disciplinary teams with professionals and industry leaders from other sectors to apply design, to respond to each year's theme.

It is hoped that through the process of Competition, each year new ideas and new solutions are generated, with the associated discussion helping to foster a human-centered approach to design and be supported by sound research and practice methodologies.

## 2 PARTICIPATION IN THE COMPETITION

### 2.1 Registration

All Competitors must Register to participate, within the Registration Period. To complete an online registration go to the Design Brief (**Design Brief**) (Document 1).

The purpose of Registration is to ensure all Competitors are eligible to compete, to enable the distribution of Competition documents, including all addenda or future Competition materials.

### 2.2 Eligibility

In order to be eligible to compete in this Competition, the legal entity as identified in the Registration Form (**Registration Form**) must have an ABN registered within Victoria.

Competitors (**Competitor**) must accept the Competition Conditions in full. Competitors who do not submit a duly completed Registration Form may be ineligible to participate further in the competition. All Competitors who have submitted a Registration Form will be checked for eligibility by the Competition Advisor (**Competition Advisor**), and upon acceptance will be informed of their acceptance within five days of receipt of their Registration Form.

Each Competitor is eligible to lodge one Submission only.

### 2.3 Competition Documents

**Document 1: The Design Brief:** Sets out the design intent and background information that will help focus and inform design proposals.

**Document 2: Competition Conditions:** Introduces the Competition requirements, processes and procedures.

**Document 3: Registration Form:** Competitors must submit a compliant Registration Form, providing sufficient information to enable confirmation of their eligibility to enter.

**Document 4: Submission Form:** Competitors must submit a compliant Submission form along with their Stage One Submission, acknowledging that they have read and understood the Competition Conditions and agree to be legally bound by them.

**Document 5: Reference Documents:** A number of digital documents are provided to all Competitors, to enrich the Design Brief and assist in the development of the Competitor's Submission. The full list of Reference Documents is available within Appendix 1 of the Competition Conditions (Document 2).

## 2.4 Application of Competition Conditions

The Competition Conditions contained in this document apply to:

- Any information obtained or received in connection with the Competition; and
- any communications (including any briefings and presentations) relating to the Competition.

## 2.5 Non-compliance with the Competition Conditions

If a Competitor fails to comply with any of the requirements, processes and procedures of the Competition Conditions, the Competitor may be disqualified from participating in the Competition in accordance with *Clause 2.6*, at the discretion of the competition advisor (**Competition Advisor**).

## 2.6 Disqualification

The Competition Adviser in consultation with the Project Director (**Project Director**) may disqualify any Competitor who fails to comply with the Competition Conditions. In the event of disqualification, the Competition Adviser will notify the Competitor in writing. Possible reasons for disqualification includes, but is not limited to the following:

- Submission is lodged contrary to lodgment requirements as outlined in *Clause 3.5* and its subclauses;
- Submission is lodged contrary to these Competition Conditions;
- Submission deliverables are inconsistent with *Clause 5* and its subclauses;
- Submission substantially fails to address the Design Brief;
- Competitor improperly attempts to influence the decision of the Jury;
- Competitor communicates directly with or seeks assistance from any member of the Jury, Competition Adviser or Project Director for the purposes of the Competition (otherwise than as permitted by these Competition Conditions).
- Competitor brings, or has the potential to bring, disrepute to NGV, by any means associated with their participation in the Competition.

## 2.7 Withdrawal of Submission

A Competitor who wishes to withdraw a Submission must provide the Competition Adviser with written notice from the Competitor's Authorised Representative, of its withdrawal. If a Competitor wishes to withdraw their Submission during Stage Two, the full amount of their Stage Two honorarium will no longer be payable.

## 2.8 Change of Details

Some Competitor details may be changed at any time during the Competition, at the discretion of the Competition Advisor, on written advice from the Competitor's Authorised Representative.

All Competitors must complete a Registration form containing four distinct elements within the Competitor's Registration:

1. **Team Leader:** an individual or other legal entity that will lead the Competitor team. This entity must be eligible to enter in accordance with clause 2.2.
2. **Authorised Representative:** an individual person whose contact details (email address and phone number) will be the single point of contact with the Competition Advisor. The Authorised Representative is duly authorized on behalf of the Team Leader to make all necessary decisions, declarations and undertakings, as required by these Conditions.
3. **Competitor Name:** for the purposes of moral rights this will be name of the Competitor, used by the NGV and other parties, in all marketing and communications materials.
4. **Competitor Team Members:** all individuals or entities that make up the Competition team. It is the sole responsibility of the Authorised Representative, acting on behalf of the team leader, to ensure that all parties that have contributed Intellectual Property, or who have otherwise contributed to the Submission, are recognized and identified as a Competitor team member. Where appropriate the NGV may identify team members within marketing and communications materials, however the NGV is not required to do so.

Items 2,3 and 4 above may be changed at any time during the Competition. Such changes will be at the absolute discretion of the Competition Advisor, on written advice from the Competitor's Authorised Representative.

Item 1 may be changed up until the close of the Registration Period. After the Registration Period has closed, no changes may be made to item 1, except by express permission of the Project Director, on receipt of written advice from the Authorised Representative, up until the day before the Submission is evaluated by the Jury. After than time, under no circumstances can item 1 be changed.

## 3 THE COMPETITION PROCESS

### 3.1 Summary

- NGV invites Victorian designers to participate in a two-stage selection process. NGV encourages Competitors to create collaborative design teams, working with community organisations, researchers, social service

providers, public policy experts, health practitioners, scientists and young people, to respond to the 2018 Challenge Theme.

- Competitors may download all relevant Competition Documents from [ngv.melbourne/vdc2018](http://ngv.melbourne/vdc2018)
- If you are interested in participating, it is a requirement that you first register with the Challenge. [ngv.melbourne/vdc2018](http://ngv.melbourne/vdc2018)
- Registrants will be invited to join NGV and VicHealth for a Challenge Information Workshop, in accordance with *Clause 3.3.2*.
- The Jury will evaluate Stage One Submissions, selecting a maximum of five Shortlisted Competitors (**Shortlisted Competitors**). These Shortlisted Competitors will be invited to participate in the Stage Two Design Competition.
- Stage Two will include a one-on-one design briefing session (**Design Briefing**) with each team. This briefing and site visit will provide an opportunity for Competitors to ask any questions of clarification, following their receipt of the Stage One Jury report.
- Stage Two Competitors will have a period of nine weeks to develop their design proposals.
- Upon closing of Stage Two the Jury will evaluate Stage Two Submissions prior to presentation. All Shortlisted Competitors will be required to present their Submissions in person, to the Jury at the Challenge Final on Saturday 2 June 2018, in front of a public audience. A Winner will be chosen after the completion of all presentations.
- Shortlisted Competitors will be paid \$2,500 ex GST each upon lodgement of a compliant Submission.
- The Winner will receive a \$30,000 ex GST prize, to assist in the development and testing of their design proposal.

### 3.2 Evaluation Criteria

The Jury will have regard to the following evaluation criteria (**Evaluation Criteria**), in consideration of received Stage One and Stage Two Submissions:

#### 3.2.1 Stage One:

- Knowledge, experience and expertise of team members; qualifications, experience in the field and ability to collaborate.
- Quality and strength of the design idea; potential impact, feasibility and scalability.
- Design approach and methodology; framing of the issue, quality of research and design development methodology.

- Realisation potential; team's capacity to develop, implement, test and manage the design's deployment with a relevant community group, not-for-profit or private sector partner.

### 3.2.2 Stage Two:

- Quality and strength of the design proposal; potential impact, feasibility and scalability.
- Design approach and methodology; framing of the issue, quality of research and design development methodology, including how the team is structured.
- Realisation potential; team's capacity to develop, implement, test and manage the developed design proposals' deployment with a community group, not-for-profit or private sector partner.

### 3.3 Communications & Correspondence

A Competition Adviser has been engaged by NGV. With the exception of probity concerns in relation to the Competition, which will be managed in accordance with *Clause 6.5*, any communication of any kind in relation to this Competition that a Competitor may wish to initiate must be addressed in writing to the Competition Adviser via email:

VDC@citylab.com.au

Competitors must not communicate directly to NGV, the Jury members, the Project Director or any other adviser to the Competition.

#### 3.3.1 Question Period

During Stage One and Stage Two the Competition Adviser will be the sole point of contact for Competitors.

Competitors may ask questions pertinent to the Competition via email to VDC@citylab.com.au. The Competition Adviser will advise all Competitors of all questions and answers.

Questions related to the Design Brief and general Competition Conditions must be received in writing within the time specified in the Competition Timetable. Questions specifically and only related to Competition lodgement may be asked up until lodgement deadline (**Lodgement Deadline**). All answers will be responded to as soon as possible and where possible within 5 business days. Answers to questions will be sent to all Competitors.

In the event that a question contains information that may create a potential breach of Intellectual Property Rights as deemed by the Competition Adviser, the Competition Adviser will advise the same to the relevant Competitor, prior to issuing a reply to all Competitors. However, neither NGV nor The Competition



Advisor will not be held liable for any real or perceived breach of confidentiality, in relation to issuing received questions and answers to all Competitors.

*Under no circumstances will questions be answered, if received by phone, or means other than outlined above.*

### **3.3.2 Challenge Information Session**

NGV and VicHealth will host a Challenge Information Session as an opportunity to explore the Challenge Theme in more detail. Guest speakers will provide greater insight into the Theme and two stages of the Challenge. You may also wish to use the opportunity to meet people with whom you could form a team.

### **3.4 Competition Timetable**

<b>Stage One</b>	
Competition communications: full launch	17 Nov
Challenge Information Session	1 Dec
Question period	17 Nov – 28 Feb
Stage One period	17 Nov – 7 Mar
Stage One close	7 March
Stage One evaluation	14 March
Competitors informed of Stage One outcomes	15 March
<b>Stage Two</b>	
Stage Two Design Briefing	27 March
Question period	21 March - 17 May
Stage two period	21 March - 24 May
Stage Two close	24 May
Stage Two evaluation and Challenge Final	2 June

### **3.5 Lodgement**

The following conditions apply to both Stage One and Stage Two Submissions.

- Submissions must be lodged as digital copy only.
- Submissions must be received before the Stage One Close: 7 March
- Submissions must be lodged as a share file sent to: [VDC@citylab.com.au](mailto:VDC@citylab.com.au)

- Submissions may be lodged at any time before the closing time. However changes to, variations to or replacement of Submissions may be lodged, provided:
  - They are received before the closing time. Submissions may not be changed after the closing time.
  - Replacement Submissions must be complete. Partial replacement Submissions will not be accepted.
  - Where multiple Submissions are made, the latest complete Submission will be taken as the full and final Submission.
- Submissions lodged after the closing time or lodged in a manner that is contrary to that specified in these Competition Conditions may be disqualified from the Competition, except where the Competitor can clearly demonstrate (to the reasonable satisfaction of the Competition Adviser) that late lodgement of the Submission:
  - resulted from the mishandling of the Submission by the Competition Adviser; or
  - was hindered by a major incident and the integrity of the Competition will not be compromised by accepting a Submission after the closing time.

Subject to the above conditions, all Submissions lodged after the closing time will be recorded. NGV may notify a Competitor whose Submission was lodged after the closing time, whether the Submission is eligible/ineligible for consideration.

The determination of NGV as to the time that a Submission is lodged and whether NGV accepts late Submissions based on the above considerations is final.

### 3.6 Prize Money

NGV will accept the decision of the Jury and undertakes to pay the following payment:

**Shortlisted Competitors** will receive an honorarium payment of \$2,500 ex GST each, to be paid within 14 working days of receipt of an invoice after Competitor's Stage Two Submission has been received, in accordance with the Competition Conditions.

**First Prize Winner:** The Winner will receive \$30,000 ex GST within 14 working days of receipt of an invoice, to assist in the development and testing of the winning design proposal.

There will be no second or third placed awards.

### **3.7 Notification of Award**

At the conclusion of the Competition all Competitors will be notified by NGV of the name of The Winner.

### **3.8 Exhibition of Submissions**

All Competitor Submissions will be retained by NGV. NGV will decide at its absolute discretion, whether or not an exhibition of all Submissions is to be held.

### **3.9 Abandonment**

NGV reserves the right and power to abandon the Competition at any time, where it is either reasonable or necessary to do so. If the Competition is abandoned during Stage Two of the Competition, NGV will pay to each of the Competitors a pro rata portion of the agreed honorarium, relative to a percentage of the Competition period lapsed. Such payments will be in full and final settlement of any claim whatsoever by any Shortlisted Competitor against NGV.

## **4 MANAGEMENT OF THE COMPETITION**

### **4.1 Competition Proponent**

The Competition has been commissioned jointly by NGV and Vic Health.

### **4.2 Advisers**

#### **Client Project Director**

Ewan McEwan, Senior Curator of Contemporary Design and Architecture

#### **Competition Adviser**

Andrew Mackenzie, Citylab

#### **Competition Co-ordinator**

Vincent Lazzara, AGDA Victoria Chairman

### **4.3 Jurors**

#### **4.3.1 Members of the Jury**

The Jury are:

- Irene Verins: VicHealth. Manager, Mental Wellbeing
- Juliana Proserpio: Echos School of Design Thinking. Co-founder.
- Hanann Al Daqqa: Youth Worker. Footscray Community Arts Centre.

- Simone LeAmon: NGV. Curator of Contemporary Design and Architecture.

#### 4.3.2 Report

At the conclusion of each stage of the Competition the Jury will provide a written report to NGV. NGV may in its discretion publish extracts from the Jury Report.

#### 4.3.3 Role of the Jury

The Jury will be responsible for selecting Shortlisted Competitors and, at the conclusion of the Competition, select the Winner.

The Jury may not consider any Submission if the Competitor is assessed by the Competition Adviser (in consultation with the Project Director) to be ineligible by reason of *Clause 2.2* or if the Competitor is disqualified by reason of *Clause 2.6*.

All decisions by the Jury on the selection of the Shortlisted Competitors and The Nominated Winner will be final.

## 5 COMPETITION DELIVERABLES

### 5.1 Stage One

Stage One Submissions are required to include:

#### Part A

No more than 4 x A4 pages and 2000 words, and be supplied in PDF format and include the following:

- Team name, team leader and contact details;
- Overview of the Challenge team including names, credentials and short biographies of key individuals, businesses and organisations involved;
- Task appreciation statement, setting out the Competitor's understanding of the 2018 Challenge Theme; (up to 500 words).
- Explanation of the design Idea including: background to the idea; what it is and how it addresses the Challenge Theme; (up to 1,000 words)
- Initial high-level proposed impact statement including: where, how and with whom the design idea theoretically be implemented; (up to 500 words)
- Sufficient images, sketches, research and testimonials to fully communicate the Submission.

### **Part B**

A completed Stage One Submission Form that includes the team name, full list of collaborators, team leader and signed acceptance of the Competition Conditions. Form will be provided to all registrants.

## **5.2 Stage Two**

Stage Two Submissions are required to include:

### **Part A**

10 x A4 pages in PDF format and no more than 4000 words containing all the text as supplied on the presentation panels (Part B) in word format.

### **Part B**

4 x A1 presentation pages and and be supplied in PDF format, and include the following:

- Team name, full list of collaborators, team leader;
- Explanation of the design proposal including: background to the idea; what it is and how it addresses the Challenge Theme; (up to 2,000 words)
- Detailed proposed impact statement including: where, how and with whom the design proposal theoretically be implemented; (up to 2,000 words)
- Sufficient images, diagrams, photographs, sketches, research and testimonials to fully communicate the Submission.

### **Part C**

A presentation file, saved as Keynote, Powerpoint or PDF, providing sufficient information to communicate the design proposal, which will be used to support your pitch to the Jury during the Challenge Final. File to be no more than 50MB

### **Part D**

A completed Stage Two Submission Form that includes the team name, full list of collaborators, team leader and signed acceptance of the Competition Conditions. The Submission Form will be provided to Shortlisted Competitors.

## **6 THE INTEGRITY OF THE COMPETITION**

### **6.1 Procedures to ensure equality of treatment and access and to preserve the probity of the Competition**

The success of the Competition requires all Competitors to adhere to strict standards of behaviour throughout the process. It is imperative that the probity

of the process is maintained and that all Competitors are treated equally and have the same opportunity to participate in the Competition.

The Competitor acknowledges and agrees, as a condition of its participation in the Competition:

- to comply with these Competition Conditions;
- to act at all times consistently with the above governing principles and not to engage in activities or behaviour which bring, or which have the potential to bring, any part of the Competition into disrepute or so as to compromise the probity, integrity or equality of the Competition;
- not to seek from NGV, its advisers, or any party identified in *Clause 4*, preferential treatment or consideration or preferential access to information, assistance or advice with respect to or about any part of the Competition, unless in accordance with these Competition Conditions;
- not to seek access to, disclose, publish or otherwise misuse confidential information obtained, received or made available from NGV or pertaining to any other Competitor for the purpose of obtaining an unfair advantage in the process;
- not to improperly interfere with the consideration of any Submission, the preparation or making of any report, recommendation or decision of the Jury in relation to any part of the Competition;
- not to improperly interfere with NGV's decision as to whether to endorse the Winner; and
- to cooperate fully with the Project Director including, by providing relevant information, to enable the Project Director to conduct necessary investigations relating to potential breaches of these Competition Conditions.

## 6.2 Unauthorised Communications

Competitors are not permitted to undertake any form of communications (including promotional and advertising activities) with NGV employees involved in the Competition or any party identified in *Clause 4* and its sub-clauses, to provide assistance with this Competition during the Competition, other than is otherwise provided for within these Competition Conditions.

Competitors must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Competition in any way, other than is otherwise provided for within these Competition Conditions.

Communications with any person in relation to the Competition, other than is otherwise provided for within these Competition Conditions, may lead to disqualification of the Competitor.

### **6.3 Anti-lobbying, Improper Assistance and Solicitation**

Competitors are prohibited from engaging either directly or indirectly in lobbying activities or improper interference with NGV employees involved in the Competition or any party identified in *Clause 4* and its sub-clauses, or engaging in any activities which are likely to give rise to the perception that they have engaged in lobbying activities or improper interference with respect to the Competition.

Competitors must not seek or obtain the assistance of NGV employees involved in the Competition or any party identified in *Clause 4* and its sub-clause, (other than in accordance with the Competition Conditions) in the preparation of their Submission.

### **6.4 Confidentiality of NGV Information**

Submissions, Reference Documents and any information provided by and to Competitors in relation to this Competition, is confidential unless and until NGV decides that it may be released to the public.

A Competitor must not make or encourage, public comment in relation to its Submission, its participation in the Competition or any other matter or thing relevant to the Competition without the prior written consent of the Competition Adviser.

### **6.5 Complaints**

NGV is committed to ensuring that the Competition works equally and fairly for all parties.

Any complaint about the Competition must be submitted to the Project Director in writing immediately upon the cause of the complaint arising or becoming known. Complaints must be received no later than 24 hours after the close of lodgement. Send complaints to: [Ewan.McEoin@ngv.vic.gov.au](mailto:Ewan.McEoin@ngv.vic.gov.au)

The written complain must set out:

- the basis for the complaint (specifying the issues involved);
- written or documented evidence to substantiate the complaint being made
- how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint; and
- any relevant background information.

### **6.6 Complaint Response**

Complaints will be acknowledged in writing within three working days of receipt, identifying a set time by which the Project Director will provide a substantive response.

## **7 INTELLECTUAL PROPERTY**

### **7.1 Ownership of Intellectual Property Rights**

These Competition Conditions do not affect the ownership of any Intellectual Property Rights in any Submission.

## **7.2 Warranties and Indemnity**

By entering the Competition, each Competitor:

- (a) warrants that:
  - (i) the Competitor owns (or has the right to exercise) the Intellectual Property Rights in each Submission, such that the Competitor is able to grant the Intellectual Property Rights and licences set out below in *Clause 7.3* and *Clause 7.4*; and
  - (ii) the use, copying or other exploitation by NGV or any third party of the Competitor's Submission in accordance with these Competition Conditions will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, confidentiality, Intellectual Property Rights, moral rights or defamation); and
- (b) indemnifies NGV (and its sub-licensees) against all loss, damage or costs arising from a breach of the above warranty.

## **7.3 Use of Submissions for Purposes of the Competition**

By entering the Competition each Competitor:

- (a) acknowledges that NGV will have the right to exhibit, photograph, archive, electronically store, duplicate or record all Submissions without fee or restriction;
- (b) grants NGV an irrevocable world-wide, royalty free, non-exclusive, perpetual, freely transferable, sub-licensable (with a right to sub-licence) licence to use, edit, copy, sub-licence and reproduce the Competitor's Submission in any way for the purposes of conducting or promoting the Competition, including communication to the public of the Competitor's Submission. There is no fee or cost for this licence;
- (c) acknowledges that the Competitor's Submission and the Competitor's name may be made publicly available by NGV in its discretion and may be accessible to the general public to view; and
- (d) warrants that it is able to grant NGV the licences specified in these Competition Conditions and, for this purpose, has obtained any necessary consents or licences from third parties.

## **8 NGV RESERVES THE RIGHT**

NGV reserves the right, in its absolute discretion:

- for the Jury to select and recommend the Winner;



- to change any information in, or to issue addenda or revisions to, the Competition Conditions and to make any changes to the Design Brief prior to lodgement of Submissions;
- to restrict the question period during which NGV will accept questions and reserves the right for the Competition Adviser not to respond to any questions or request, where those questions or requests are, or have the potential to, breach these Competition Conditions;
- to withhold from the Jury any Submission or any other material from a Competitor, which has been deemed ineligible or otherwise non-compliant, upon advice from the Competition Advisor, in accordance with these terms and conditions.
- to publish the names of the Competitors in accordance with the Competition Conditions; and
- to replace members and to nominate additional members to the Jury should this become necessary in the event of one or more nominated Jury members being unable to continue to act or for any other reason at the discretion of NGV at any time.

## **9 LIABILITY**

### **9.1 Costs and Disbursements**

All costs and disbursements incurred by Competitors in participating in the Competition, including for the preparation and lodgement of a Submission are the sole responsibility of the Competitor.

NGV will not be responsible for, nor pay for, any expense or loss that may be incurred by the Competitor in relation to the Competitor's participation in the Competition and preparation or lodgement of a Submission.

NGV will not be responsible for any tax implications that may arise from Stage Two fees.

### **9.2 NGV and Competition Adviser not liable**

#### **9.2.1 No Liability**

NGV and the Competition Adviser will have no liability arising out of or in respect of or in connection with these Competition Conditions or the Competition and including (to the extent permitted by law):

- any right which the Competitor has in respect of any alleged misrepresentation or misleading or deceptive conduct on the part of NGV in providing Competition Information or the involvement of a person with the Competition or in connection with the preparation and lodgement of a Submission; and

- any Competitor's information or Submission during its lodgment or at any stage while in the possession of NGV or the Competition Adviser.

### 9.2.2 Release and Indemnity

The Competitor releases, and indemnifies, NGV from and against any claim, liability or loss (including any claim made by, or liability to, a third party) which NGV suffers or incurs arising out of or in respect of or in connection with these Competition Conditions or the Competition and including:

- to the extent permitted by law, any right which the Competitor has in respect of any alleged misrepresentation or misleading or deceptive conduct on the part of NGV in providing Competition Information or the involvement of a person with the Competition or in connection with the preparation and lodgment of a Submission;
- NGV exercising or failing to exercise, in whole or in part, its rights under these Competition Conditions; or
- any act or omission of NGV, Jury, PSC, Competition Adviser or any other adviser to NGV in relation to the Competition.

## 10 Interpretation

In these Competition Conditions, unless a contrary intention is apparent:

**Competition** means the Victorian Design Challenge 2018.

**Competition Adviser** means an independent consultant who delivers advice and management services to NGV, to achieve an equitable, ethical and engaging design Competition.

**Competition Documents** means the documents set out in *Clause 2.3*.

**Competitor** means a party that has submitted a Registration Form in accordance with Competition Conditions and that Registration has been confirmed as compliant.

**Competition Information** means any information directly or indirectly disclosed by or on behalf of NGV, and the Competition Adviser to a Competitor connected directly to the Competition.

**Competition Timetable** means the Competition timetable set out in *Clause 3.4*.

**Design Brief** means NGV design intent and the design requirements for the design proposals available to all Competitors and identified as Document 1 within this competition.

**Design Briefing** means a briefing session between each Shortlisted Competitor and NGV Project Director and the Competition Adviser and other parties to be determined. These sessions may include written input from the Jury.

**Evaluation Criteria** means the evaluation criteria set out in *Clause 3.2*.

**Intellectual Property Rights** means any and all intellectual property rights throughout the world, including copyright (including future copyright), trade mark, design, patent and circuit layout rights and all other intellectual property rights, whether registered or unregistered and whether registratable or not.

**Jury Day** means those days when the jury evaluates the Submissions in Stage One and Stage Two.

**Lodgement Deadline** means the time and day specified as the deadline for Submissions in Stage One or Stage Two.

**Shortlisted Competitor** means a Competitor that has been shortlisted to participate in Stage Two of the Competition.

**Submission** means all documents, designs, drawings, works, materials, concepts, ideas, and other items submitted as part of or in relation to Stage One or Stage Two of the Competition.

**Theme** means the Victorian Design Challenge 2018 Theme set by NGV and VicHealth.

**Winner** means the Nominated Winner who has signed the Design Services Contract, and who has been endorsed as the winner by NGV.

#### Appendix 1 Reference Documents

VicHealth Mental Wellbeing Strategy inc. Literature Reviews

<https://www.vichealth.vic.gov.au/media-and-resources/publications/mental-wellbeing-strategy>

Bright Futures: Megatrends impacting the mental wellbeing of young Victorians over the coming 20 years

<https://www.vichealth.vic.gov.au/media-and-resources/publications/youth-megatrends-report>

Survey: Young Victorians' resilience & mental wellbeing

<https://www.vichealth.vic.gov.au/media-and-resources/publications/young-victorians-resilience-and-mental-wellbeing>