



## ***SMARTER HOBART CHALLENGE – BUS SHELTER AND INTEGRATED DIGITAL INTERFACE DESIGN COMPETITION***

### **TERMS AND CONDITIONS**

1. The Hobart City Council of 50 Macquarie Street, Hobart Tasmania 7000 (ABN 39 055 343 428) (“Council”) is the promoter of a competition (“Competition”) which is more particularly described in the document titled “Bus Shelter Design Brief: Smarter Hobart Challenge – Bus Shelter and Integrated Digital Interface Design Commission 2020”(“Design Brief”).
2. Employees of the City of Hobart and their immediate families are not eligible to enter this Competition.
3. Any Australian or international applicant(s) are eligible to make an application to enter into this Competition (“Application”).
4. The Competition is comprised of three stages. Each stage is more particularly described in Design Brief.
5. The applications for Stage One of the Competition must be delivered to the Council no later than Monday 27<sup>th</sup> July 2020 at 11:59 pm (AEST). However, the Council retains the right to accept a late entry in its sole and absolute discretion.
6. The timeframes for Stage Two and Stage Three of the Competition are set out in the Design Brief. However, the Council retains the right to amend these timeframes in its sole and absolute discretion provided that the use of this right is reasonable in the circumstances and is exercised in good faith.
7. An Application for the Competition can only be made via the website portal operated by the Council known as the “Hobart City Council - Smarter Hobart Challenge” (“Online Portal”) before the time noted in clause 6 above.
8. All Applications must include a substantive submission that is to be made in the template document titled “Stage One Expression of Interest (EOI) PowerPoint.pptx file” (“EOI”).
9. The Competition is open for both non-professional and professional individuals, including students, inventors, designers and/or a group of designers.
10. An Application will be deemed to have been made at the time they are submitted via the Online Portal and the relevant applicant receives a confirmation of submission email. The Council will not take responsibility for any lost, late or misdirected Application.
11. An Application will not be accepted unless the Applicant has recorded their name in the signature block, and agreed to these Terms and Conditions by ticking the appropriate check box, within the EOI form which is uploaded with the Application.
12. If an Application is made on behalf of a group of people, or on behalf of a legal entity, then the person who signs the EOI warrants they have the authority to bind each member of that group of people or that legal entity to these terms and conditions.
13. The Applicant agrees that any Intellectual Property generated in the course of Stage One or Stage Two of the Competition will be sole property of the Council. Nothing in these terms and conditions is intended to affect any Intellectual Property owned by the

Applicant that was generated prior to, and not in connection with, the Competition which may be used for illustrative purposes in a submission under the portfolio portion of the EOI during Stage One of the Competition. For the removal of doubt, if the Applicant chooses to provide images of their recent work in the EOI, the intellectual property in these images remain the property of the Applicant.

14. The Applicant acknowledges that, if they are selected by the Council to progress to Stage Three of the Competition, they will enter into an agreement with the Council for the agreed sum calculated in accordance with the Design Brief whereby the Council will receive an irrevocable, perpetual and royalty-free licence to use the Intellectual Property generated by the Applicant for the purposes of Stage Three of the Competition.
15. Each Application will be judged by Council's Smart and Sustainable City Manager and City Innovation Director. The judges' decision will be advised by the Project Working Group and Project Advisory Group's advice, as set out within the Design Brief. The judges' decision will be final and no correspondence will be entered into.
16. The Council reserves the right to suspend or terminate the Competition at any time upon receipt of a design which is deemed by the Council to satisfactorily meet the design requirements described in the Design Brief.
17. Any Applicant that is shortlisted for Stage Two is required to make a submission of sufficient quality and standard as evidenced by the design development (guidelines set out in Stage 2 - Concept Development Agreement).
18. The Applicant(s) consent to their Team name being published on the Council's website and Facebook page.
19. The successful Applicants(s) which are selected to proceed with Stage Two of the Competition will be contacted by private message from the Council. The Council reserves the right to rescind the selection of a successful Applicant if that party is unable to be contacted within one week of the announcement.
20. The Applicant is unable to transfer, novate, licence, sub-licence or assign any of its rights or obligations under these terms and conditions.
21. The Council will take the necessary steps to ensure any personal information provided by the Applicant remains confidential, except as otherwise provided in these terms and conditions, and that this information is only used for the purposes of the Competition. The Council will not sell, trade or make available the personal information of the Applicant.
22. The Council shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Competition.
23. The Council is not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this Competition if the deficiency is occasioned by any cause outside the reasonable control of the Council including, without limitation, technical malfunctions or failures.
24. The Council reserves the right to disqualify any Applicant who they suspect has breached any of these terms and conditions, or has engaged in any unlawful or other improper misconduct. The Council's legal rights to recover damages or other compensation from such an offender are reserved.
25. If for any reason this Competition is not capable of running as planned, due to any causes beyond the control of the Council, the Council reserves the right to cancel or suspend the Competition.