IBM EDTECH YOUTH CHALLENGE: AUSTRALIA
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. COMPLETION OF IBM DOCUMENTATION REQUIRED TO PARTICIPATE IN THE CONTEST.

By participating in the IBM EdTech Youth Challenge (the “Contest”), you individually and inclusively as a team (if under the age of 18 this requires your parent/legal guardian to enter on your behalf) as the “Participant” and teacher representative (“Teacher” or Teacher-representative) agree to be bound by the IBM EdTech Youth Challenge Official Rules (these “Official Rules”), IBM Documentation and all Contest related communications from the Sponsor (including its authorized representatives and organizers which in Australia, is the Australian Museum Trust, trading as the Australian Museum (ABN 85 407 224 698)) in any and all media/medium, and the decisions of the Australian Museum and the Sponsor are final and binding in all respects and no correspondence will be entered into. By participating, Participants and Teachers accept these Official Rules on his/her own behalf and on behalf of his/her successors, assignees, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights by, from or through Participant or Teacher.

DESCRIPTION OF CONTEST: This IBM sponsored Contest is a limited participation, skill-contest for teacher and student teams from schools in Australia and its territories (as defined by the Australian Government). Students forming a team must be from the same school. Students that are educated at home in accordance with the relevant state or territory legislation are also eligible to enter. If an Entry is created by more than one person, it should be entered in the appropriate category for the oldest member of the team. Sponsor requires one Teacher per team to be the liaison for the team and be the primary point of contact for the team throughout the Contest (including organizing any logistics and publicity for the Contest). Each student, team, and Teacher may be collectively referred to herein as Participant, or referred to individually as applicable. The Contest is designed for Participants to create, optimize, and develop--using the provided Artificial Intelligence (“AI”) curriculum -- a compelling solution to address a challenge that they articulate (“Entry” or “solution”) from any one of three key issues set out on the Australian Museum website. The Contest is organized into two age groups being Years 7-8 and Years 9-10. The competition consists of completion of AI learning modules, a Project Logbook and a video in which students pitch their project, with an online submission of a formal Challenge Proposal within the time specified (“Proposal”). Judges will evaluate the Proposals using the applicable judging criteria set out on the Australian Museum website and selecting (10) Proposals from each age group to be finalists (“Finalists”). The Judges will award three (3) winning (“Winners”) teams from the Finalist Proposals in each age group. The Winners will be contacted by the Australian Museum and announced in a virtual award ceremony (“Award Ceremony”) in November 2021, and on the Australian Museum website and IBM channels. It is a condition of entry that teams participate in the Award Ceremony. It is also a condition of entry that each individual student and team agrees that, in the event they are Winners, any cash prize will not be awarded to them personally, but to the Winners’ school for the sole purpose of investing in equipment and programs which foster ‘Design Thinking’ and stimulate student engagement in Artificial Intelligence and related STEM disciplines. The Australian Museum will promote the Contest, organize the Judges, coordinate the review and judging of the project Proposals organize the Award Ceremony, announce the Winners, provide and distribute the Prizes. Sponsor will liaise with the Australian Museum to support its functions.

Completion of an AI Project Logbook and a video, and any associated materials (including all content, ideas and concepts included therein) constitute an Entry into this Contest and are all required (as applicable). In the Contest, or any part thereof, if any Participant is suspected of cheating or artifice, or engages in behavior that, as determined by Sponsor (or the Australian Museum as its designee) in their absolute discretion, is disrespectful, obnoxious or threatening, dangerous, unsafe, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person, or that may cause property damage or loss, Sponsor reserves the right to terminate their participation and disqualify them from the Contest immediately.
All costs, fees and expenses of attendance incurred by Participants will be covered at the sole discretion of the Participants’ school. Costs, fees and expenses not covered by the Participants’ school are the sole cost, expense and responsibility of each Participant. Any such event or other promotional activity (whether in person or virtual) in lieu of an event, in whole or in part, may be photographed, filmed or recorded by Sponsor, the Australian Museum, Promotion Entities, Participants or other third-parties (“Promotion Partners”) and Participants consent to, in the event they are the Winner, the Promotion Partners using the Winners’ name, likeness, image and/or voice in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Contest (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promotion Partners. The Participants agree that, in the event they are the Winner, the Participants will participate in all reasonable promoted activities in relation to the Contest as requested by the Sponsor and the Australian Museum. Sponsor will not provide any laptop computers or smartphones. Participant must provide whatever they reasonably believe they need to participate in the Contest, such as a smartphone, laptop computer, etc. High speed wireless internet will not be provided barring extenuating circumstances. Registration of interest, IBM Documentation and these Official Rules, and specific details and instructions may be found at https://ibm.org/edtech-youth-challenge and the Australian Museum website promoting the same (the Challenge “Websites”).

CONTEST KEY DATES: The Contest begins at 8:00 am (Australian Eastern Daylight Time) on February 15, 2021, and ends at 4:00 pm on September 24, 2021 (Australian Eastern Standard Time, or “AEST”) (the “Contest Period”). All required Documentation and completed Proposals must be submitted (“Submission Date”) by 4:00 pm AEST on September 24, 2021. The Proposals will be judged by the Judges against the criteria set out on the Australian Museum website and the twenty (20) Finalists will be announced by the Australian Museum and Sponsor by 31 October 2021. All Finalists will participate in the Online Award Ceremony event in November, 2021 (dates TBD). Winners in each age group will be selected from the Finalist Proposals, irrespective of category addressed in the Proposal. The Australian Museum and the Sponsor reserve the right to not award some or all of the Prizes in the event the Proposals do not meet the criteria or are not of sufficient merit or quality. The Sponsor and the Australian Museum reserve the right to vary or amend the Official Terms, suspend or cancel the Contest for any reason in their sole discretion.

SPONSOR: The Contest is sponsored by Corporate Social Responsibility, International Business Machines (“IBM” or “Sponsor”), located at One New Orchard Road, Armonk, NY 1050.

REQUIREMENTS PRIOR TO PARTICIPATION: Prior to being allowed to participate in the Contest, eligible invitees (including their Teacher-representative and the invitees’ parent/legal guardian) will be required, among other things, to register for the Contest, agree to be bound to these Official Rules, and execute and comply with required IBM Documentation (anticipated to include an Parental Consent, Privacy Policy, Terms of Use, and/or Winner Declaration, and any other specific instructions, directions and documentation that may be required by Sponsor and the Australian Museum) (“IBM Documentation”). The IBM Documentation will be made available during registration. If Participant does not agree to all the terms and conditions of participation stated in the IBM Documentation, Participant is not eligible to participate in the Contest. Participant (or if a minor their parent/legal guardian) may be required to sign a physical or electronic copy of the applicable IBM Documentation when requested by IBM or the Australian Museum. The Contest, participation therein, and all Participants, Entries and Proposals --- in addition to the aforementioned IBM Documentation --- also subject to and governed by the Privacy Policies (defined below in the PRIVACY AND PUBLICITY Section) and agreement to these Official Rules (references herein to the Official Rules include the Privacy Policies).

TEAM MEMBERSHIP: Entries may be submitted by one (1) individual student or a team of no more than six (6) students. Entries comprising more than six (6) students are ineligible. The two categories are Year 7-8 age group or the Year 9-10 age group. Each team must have a teacher representative (“Teacher
Representative”). If an Entry is created by more than one person, it should be entered in the appropriate category for the oldest member of the team. Teams may be otherwise assigned or re-assigned by their Teacher in their absolute discretion until the Submission Period closes. Participants may only work on one (1) team. Participants affirmatively agree to work on their team’s Entry only and in a spirit of mutual collaboration and respect for all team members and their contributions. Sponsor and the Australian Museum reserve the right, at their sole discretion, to disqualify an individual team member, without affect to the applicable Entry or applicable remaining team members, due to such individual’s noncompliance, failure or behavior. The same Entry cannot be entered into this Contest more than one time, or by more than one Participant, and in such event, one or all Participants and Entries may be disqualified.

ELIGIBILITY: Eligible participants in this Contest must be teachers and students in Year 7 through 10 in any secondary school in Australia, as recognized by the Australian Government, and must not be ineligible (as provided herein) or under a conflicting contractual or legal restriction to enter. An eligible Teacher Representative must be a full/part-time teacher at a participating secondary school in Australia, 18 years of age or older and have the necessary consent of their School (as applicable) to participate in the Contest as provided herein. For any minor child under 18, his/her parent or legal guardian must accept these Official Rules and IBM Documentation on his/her child’s and his/her own behalf. By participating in their respective capacities, all student Participants (including their parent or legal guardians) and Teachers represent and warrant they have the legal right to do so, understand that these are binding legal agreements and accept their terms and the decisions of the Sponsor and the Australian Museum which are final and binding.

INELIGIBLE INDIVIDUALS: THIS CONTEST IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW.

In addition, children of employees, officers and directors of: (i) IBM, (ii) “Promotion Partners” if any are identified by IBM prior to or during the Contest, (iii) Judges, (iv) any advertising and promotion agencies, (v) children living in the same household (whether or not related to any of the Promotion Entities), and (vi) those individuals and entities involved in the preparation of materials for, administration and/or execution of the Contest or any element thereof (i, ii, iii, iv, v, and vi are collectively the “Promotion Entities”), are not eligible to participate in the Contest.

ADDITIONAL IMPORTANT NOTICE: Teachers and participating Schools have the responsibility to review and understand applicable policies, laws, rules and/or regulations, tax implications, and any other limitations (collectively “policies and laws”) regarding eligibility to participate in promotions and/or receive cash prizes in connection therewith. Promotion Entities disclaim all responsibility and liability relating to the above.

ENTRY PROCESS & REQUIREMENTS: Any number of teams from an Australian secondary school, comprised of one(1) to six (6) students plus their Teacher Representative, may participate in the Contest. During the Submission Period, Participant teams must complete the Project Logbook, fully and accurately respond to the Sponsor provided questions by submitting a Proposal describing their original, practical solution using AI (initial “Entry”). Submitted Entries will be considered and evaluated pursuant the Judging Criteria and ten (10) teams will be selected from the pool of valid Entries in each age group across all categories. Based on the judging criteria, the Judges will award a first, second or third Prize from among the Finalists in each age group and those selected will be the Winners.

In whole or in part unsuccessful, exploitational, fraudulent, misleading, harmful, non-functioning, invalid, non-compliant, incomplete Entries in whole or in part or those not deemed to be submitted in good faith may be disqualified. Proof that an Entry is submitted is not proof or evidence that the Entry and/or Participant is eligible for the Contest. Participants who quit, are disqualified, ejected or otherwise fail to
complete any part of the Contest requirements will not be eligible to win in the Contest; however, in Sponsor’s sole discretion, the remainder of their team may or may not be eligible—depending on the reason for ejection/disqualification.

Further, by entering this Contest, Participants hereby represent, warrant and covenant (as applicable), and agree to produce written evidence of such if requested, that:

(i) The Entry, in whole and in part, is original work of Participant(s), is original to the Contest (i.e. was not developed in any substantive form/format prior to the Contest), does not violate or infringe upon any laws, rules, regulations, proprietary or intellectual property rights (including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights), or any other laws, regulations, or rights whatsoever of any country, person and/or entity;

(ii) The Entry, in whole and in part, is submitted to the Contest by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the Entry or any part thereof, who are depicted (directly or indirectly) in the Entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the Entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the Entry and its use pursuant to these Official Rules;

(iii) Participant has all other rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights granted to the Promotion Entities in these Official Rules, and the exercise thereof by the Promotion Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, approval or consultation rights, or any rights of participation, attribution, or any other fees, costs, or expenses, arising out of the submission, use, exhibition and/or any other use or exploitation of the Entry, in whole and in part, the use thereof by Sponsor, and the exercise by Promotion Entities of any of the rights granted in these Official Rules;

(iv) The Entry in whole or in part contains no malware, including viruses, trojans, worms, bugs, spyware or any other harmful software, code or other devices; and

(v) The Entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, harmful, discriminatory, cruel, abusive, highly political, religious or sensitive content, or illegal content (including but not limited to technology or other content that is prohibited from export), content of an obscene or menacing character, and does not otherwise appear to condone such issues, or offend against reasonable standards of taste and decency.

(vi) Further details on how to submit the AI Project Logbook and Video pitch will be available to teams from 2 March 2021.

(vii) Teams must ensure that all content in their film is their own. It is the sole responsibility of the entrant to secure permission from any third-party owners of content included in their film, including footage, music and images. IBM and the AM take no responsibility for any failure by an entrant to obtain the necessary permissions. Films found to contain unauthorised content will be disqualified.

(viii) By submitting your entry, you give IBM, Australian Museum and Macquarie University a non-exclusive, perpetual, irrevocable license to use and reproduce your entry in whole or in part for the purposes of the IBM EdTech Youth Challenge 2021 or the purposes of the AM more generally.
(ix) Entries with incomplete sets of supporting documentation will not be considered. Submitted material will not be returned. Hard copy entries will not be considered unless there has been a prior agreement in writing.

(x) Each team is responsible for making sure their entry is complete and accurate. If the IBM and AM consider that the team has provided false or misleading information we may not progress the team’s entry.

In order to be eligible for this Contest, the submitted Entry, in whole and in part (and its entrant(s)) must comply with all other terms stated in these Official Rules and any other terms notified on the Australian Museum website.

GENERAL ENTRY CONDITIONS: Once submitted, an Entry may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. The Entry may be displayed, viewed and used by the Promotion Entities in whole or in part, as provided herein and by others interested in, involved with, or administering the Contest. Participants assume all risk of ineligible, damaged, lost, late, incomplete, invalid, incorrect, incompatible, non-functioning, or misdirected Entries, in whole or in part, and such will not be eligible for consideration by the Judges.

SPONSOR AND THE AUSTRALIAN MUSEUM MAKE NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THEIR ABILITY TO IN ANY WAY ENABLE, DEVELOP, MARKET OR PROMOTE THE PARTICIPANT, THE ENTRY, NOR THE IDEAS OR SOLUTION EMBODIED OR SET FORTH IN THE ENTRY, IN WHOLE OR IN PART.

Without limitation, Sponsor and the Australian Museum reserve the right to immediately disqualify and/or remove at any time (before, during or after the Contest) any Entry and/or Participant for any reason in its absolute discretion. Without limiting the foregoing, if at any time a Participant and/or Winner is found to have breached, violated or failed to comply with these Official Rules (or any IBM Documentation or other agreement), in whole or in part, at any time, or is or found at any time to have been ineligible, they will be immediately disqualified and agree to immediate return in full any and all Prizes, and that Prize may go unawarded.

Participants understand, recognize and accept that, without fault of the Promotion Entities, other Participants or persons may have provided one or more of the Promotion Entities, or others, or made public, or may in the future submit, or make public, ideas and supporting materials that are the same or similar to Participant’s Entry. Further, Sponsor and other Participants may have independent access to, may create or have created apps, technologies, methods, materials and ideas which may be similar or identical in whole or in part to another Entry in concept, code, theme, idea, format or other respects. In the event that an Entry is identical or similar to the Entry of another Participant, the Promotion Entities reserve the right to score one Entry higher than the other, subject to the judging criteria set forth on the Australian Museum Website, in the discretion of Sponsor, the Australian Museum and the Judges. Entries may not be acknowledged and will not be received or held “in confidence” or “in trust” and by submitting an Entry it does not create a confidential relationship or obligation of secrecy between Participant and any of the Promotion Entities. Participants will not now or in the future be entitled to any approval, rights of compensation, or any other payment, and agree not to assert any moral rights with respect to their Entry in whole or in part. Further, Participants, winning teams and Participants’ schools agree that by submitting an Entry and/or receiving a Prize in the Contest does NOT give rise to or in any way create, either express or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Promotion Entities, or any other person or entity. The Promotion Entities disclaim all responsibility and liability relating to all of the above; by entering Participants agree to release, indemnify, defend and hold them harmless in all respects thereto. In any event where the Promotion Entities are liable for any damages incurred by Participants under the applicable laws, the Promotion Entities’ liability shall be limited to actual and direct damages which are reasonably incurred by Participants except in the case of willful misconduct or gross negligence by the Promotion Entities.
NO CONFLICTS OF INTEREST: Neither IBM, the Australian Museum nor the Participants’ schools believes that the Prize raises any actual or potential conflicts of interest. The Prize is independent of any past, present or potential future arrangements, and is not connected to an existing business relationship between the Participants’ school and IBM. Awarding the Prize does not obligate either IBM or the Participants’ school to enter into future business with the other. The Participants’ school agrees that the Prize is not intended to influence, and will not influence, the IT procurement decisions of the Australian Museum (or any organization with which your officers, board members or trustees are affiliated), and that the Prize is not intended, in any manner, to circumvent any established city or state procurement or ethics laws or rules. No part of the Prize is to be used to undertake any activity that may directly or indirectly support terrorists or acts of terrorism, or for any other unlawful purpose.

The Australian Museum confirms that the Prize complies with all applicable city and state ethics laws, and the Prize does not conflict with any applicable law, regulation, or agency policy. The Australian Museum has obtained all necessary approvals and authorizations to award the Prize.

The Participants’ school will use the services and deliverables provided hereunder solely for the benefit of the Participants’ school, in a manner that reflects the highest standards of ethical conduct and in accordance with all applicable laws, rules and regulations, including without limitation anti-bribery laws. The Participants’ school agrees that no individual associated with or employed by the Participants’ school will improperly benefit, whether directly or indirectly, from the Prize. The Participants’ school will not offer, promise or make, directly or indirectly, any payment for the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government controlled entity or public international organization.

The Prize is provided on the understanding confirmed by the Participants’ school that the Prize will not preclude or restrict IBM from proposing or bidding on any business opportunities that might exist now or in the future with the Participants’ school. The Prize is not made for the purpose of lobbying. The Participants’ school will take appropriate action to mitigate or eliminate any conflicts of interest that might interfere with this Prize or any future agreements between the parties.

JUDGING CRITERIA & WINNING TEAM SELECTION: IBM employees will not participate as judges in this competition. The Australian Museum will coordinate the review and judging of the submitted Proposals. Eligible Entries submitted for judging by a panel of subject matter experts (the “Judges”) selected by the Australian Museum using the following Judging Criteria to select ten (10) Finalist teams across the Contest categories in each age group:

- Originality and Uniqueness (30%)
- Usefulness (30%)
- Technical Complexity (25%)
- Feasibility of Solution Implementation (15%)

In the case of a tie in initial judging, the tie will be broken (among the tied potential winning Entries) by the highest combined score(s) in the Usefulness category, and if a tie still remains the tie will be broken (among the remaining tied Entries) by the Entry with the highest score in the Originality category.

Eligible Finalist Entries will be judged by a panel of subject matter experts (the “Judges”) selected by Sponsor and the Australian Museum using the following Judging Criteria to select three (3) winning teams across all competition categories in each age group:

- Originality and Uniqueness (25%)
- Live Pitch Presentation (25%)
- Usefulness (25%)
- Technical Complexity (25%)
In the case of a tie in the final judging, the tie will be broken (among the tied potential winning Entries) by the highest combined score(s) in the Usefulness category, and if a tie still remains the tie will be broken (among the remaining tied Entries) by the Entry with the highest score in the Technical Complexity category.

Assuming sufficient eligible Entries are received, it is anticipated that potential Finalists and adjudged winning teams will be selected based on their highest combined score in accordance with the above Judging Criteria applicable to that phase of the Contest. The Australian Museum may, but without obligation, select more than the stated number of Finalists/winning teams if found to be of exceptional quality in the Australian Museum’s sole and absolute discretion. The Australian Museum reserves the right to select fewer than the stated number of Finalists/winning teams due to insufficient eligible Entries of sufficient merit. By way of example only, Sponsor and the Australian Museum reserve the absolute right in their sole discretion to disqualify as ineligible, Entries that do not provide (in their sole determination) a credible or feasible solution using AI, and/or appear not to have been submitted honestly, in good faith, or are otherwise lacking or non-compliant.

Prize awards are subject to Participants’ and the Australian Museum’s (defined hereinbelow) verification of eligibility and compliance.

Scores will not be made public at any time. Judging at any phase of the Contest may be extended due to exigencies of circumstances. In the event any Participant is a potential winner but is disqualified, forfeits the opportunity to continue/receive an award in the Contest, or is otherwise unable or unwilling to participate or accept an award (as applicable), Sponsor and the Australian Museum reserve the right to decide if the entire team may continue to be eligible or if the entire team should be disqualified and an alternate Entry and potential winner should be selected (in their sole discretion) and only if fair, and sufficient time exists.

**PRIZES:** Prizes awarded to the Participants’ school on behalf of the six (6) winning teams in each age group are a first, second and third prize which consist of:

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<th>Prize Level</th>
<th>Description</th>
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<td>First Prize</td>
<td>A$3,000 cash prize, opportunity to build Winning solution with IBM experts in an online workshop, Winning project showcased on the Sydney Science Trail website in 2021, 3 x Museum in a Box® for Participant’s school, virtual meeting with a scientist, selection of Australian Museum science books</td>
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<tr>
<td>Second Prize</td>
<td>A$2,000 cash prize, 2 x Museum in a Box® for Participant’s school, selection of Australian Museum science books</td>
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<tr>
<td>Third Prize</td>
<td>A $1,000 cash prize, 1 x Museum in a Box® for Participant’s school, selection of Australian Museum science books</td>
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Limit one (1) Prize per age group to the Participants’ school. Prizes are contingent upon verification of potential winning teams and Entry, confirmation of Participant school’s eligibility to receive a Prize, and compliance with these Official Rules. Prize must be accepted as a whole or will be forfeited in its entirety. Failure to execute required Prize documentation will cause Prize to be forfeited; it will not be awarded to an alternate. Sponsor reserves the right not to award a Prize for any reason if doing so would constitute a violation of policies or laws, if it would not be in the spirit of the Contest, or if it may adversely affect the business reputation or goodwill, or have a detrimental impact on Sponsor or the Australian Museum, this Contest, any of Sponsor’s brands, products or services as determined by Sponsor in its absolute discretion. The IBM and Australian Museum rules exclude teachers from directly receiving prize money.

These Official Rules shall control and serve to clarify any confusion, discrepancy, error or mistake communicated (at any time before, during, or after the Contest or any part thereof) in any and all media and
by any and all persons (whether or not the Sponsor). In addition to any documents required to receive Prizes and any IBM Services and Software, potential Prize Winners will be required to sign and return a Declaration of Eligibility, Release of Liability, and where legal, Publicity Release for receipt by Sponsor and the Australian Museum within the time/date specified by the Australian Museum, or else the Prize will be forfeited in its entirety; an alternate winner will not be selected. The Prize is not assignable or transferable in whole or in part. No cash or other substitutions for non-cash prizes is allowed, in whole or in part; except the Australian Museum reserves the right to substitute an award of comparable value. In no event will Sponsor or Promotion Entities be responsible for awarding more than the stated value/number of Prizes. With the exception of all valid manufacturer’s or consumer protection warranties which cannot be excluded by law any IBM Services and Software or other goods and services forming the Prizes are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

TAXES: The Participant school is solely responsible for any local, state, federal/country or any other applicable taxes, compliance with (governmental) reporting, filing and documentation requirements, and for any other costs, expenses and fees connected with their acceptance and use of the Prize in their respective jurisdictions.

COMPLIANCE AND DISQUALIFICATION: In the event of disqualification for noncompliance, ineligibility, if a potential winning Participant school refuses or fails to complete and return release documents as directed on or within the time stated, or for any other reason, that award will be forfeited in its entirety and such will not be awarded.

Returned, undelivered, unclaimed, forfeited or un-awarded Prizes or any portion thereof will not be (re)awarded. Sponsor and the Australian Museum shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the Prize to any Participant schools on behalf of the Winners.

THESE OFFICIAL RULES (ENGLISH VERSION) SHALL GOVERN THE CONTEST AND ALL ELEMENTS THEREOF AND OUR RESPECTIVE OBLIGATIONS WITH RESPECT THERETO. USE OF THE WEBSITE, INFORMATION PRACTICES, AND ALL OTHER GENERAL TERMS ARE GOVERNED BY SPONSOR’S AND THE AUSTRALIAN MUSEUM’S TERMS OF USE FOR THEIR WEBSITES AND/OR PRIVACY POLICIES AS APPLICABLE. IN THE EVENT OF A DISCREPANCY BETWEEN ANY INFORMATION AND/OR COMMUNICATION, THESE OFFICIAL RULES SHALL GOVERN TO ADDRESS ISSUES RELATING TO THE CONTEST.

Without limiting any other right or term herein, a Participant (and/or entire team, as determined by Sponsor) may be disqualified from the Contest immediately if, in Sponsor’s (or its authorized representative’s) absolute discretion, it reasonably believes the Participant has, is suspected of, appears to, or has attempted to undermine the legitimate operation of the Contest or any part thereof, is suspected at any time of engaging in artifice, cheating, deception, fraud, using multiple identities, or other unfair practices.

INTELLECTUAL PROPERTY RIGHTS: As between Promotion Entities and the Participant, the Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at time of submission of the Entry in the Contest. As a condition of Entry, Participant grants Promotion Entities a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any Entry in whole or in part that Participant submits to this Contest for the purposes of allowing Promotion Entities to test and evaluate the Entry for purposes of judging, to administer the technical and other requirements of the Contest including distribution of the Entry to the Promotion Entities, and for Prize award verification, as applicable.
Participants also agree that Sponsor and the Australian Museum are free to use any of the ideas, concepts, know-how, or techniques submitted as part of or in connection with the Entry for any purpose, and in furtherance of any rights granted to it in any IBM Documentation. Nothing in these Official Rules, the participation by Participants in the Contest, or Contest materials or related communications preclude Sponsor or the Australian Museum from using the ideas, concepts and know-how which are developed in the course of entrant’s participation in the Contest, at any time, or be deemed to limit IBM’s rights to provide similar IBM technology, services, products or any other offerings (“IBM Offerings”) to other customers. Participant may, but is not obligated to, provide feedback to IBM (“Feedback”) regarding the Contest. For any Feedback Participant provides to IBM, Participant grants to IBM a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to such Feedback to use, have used, execute, display, reproduce, make, have made, import, have imported, perform, disclose, prepare derivative works from, and distribute, sell, import, have imported, offer to sell and transmit (internally and externally) such Feedback and derivative works therefrom for any purpose. This includes the right of IBM to sublicense these rights to any third party, including the Australian Museum. Participant herewith agrees not to exercise all personality rights, if any, in connection with copyright protected works in relation to any Entries in the Contest and/or Feedback against Promotion Entities and other third parties designated by Promotion Entities.

PRIVACY AND PUBLICITY: The information provided will be used as stated herein and as stated in Sponsor’s Privacy Policy and Terms of Use (incorporated herein by reference) and the Australian Museum’s Privacy Policy. By participating in the Promotion, each Participant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policies of both Sponsor and the Australian Museum, and any additional terms and conditions specific to the Promotion communicated by Sponsor or Australian Museum. By participating, Participants and Schools agree to be contacted by Sponsor and the Australian Museum with Contest related communications. This Contest is in no way sponsored, endorsed or administered by, or associated with any school, school district or school official. The information you provide will be used as stated herein, for the purpose of running this Contest and ancillary purposes set out in these Official Rules.

By accepting these Official Rules, Participant is giving Promotion Entities its consent to collect, access, store and use their personally identifiable information (“PII”) in connection with the Contest, all in accordance with these Official Rules, the IBM Privacy Policy and the Australian Museum Privacy Policy (together, “Privacy Policies”).

In addition to the uses of PII specified in the Privacy Policies, Participants, Schools and potential Prize Winners consent that IBM, its affiliates, and contractors of IBM and the Promotion Entities (and their authorized representatives) may, wherever they do business, collect, process, store and use Participant’s PII, to also: (i) verify their identity and evaluate eligibility to participate in the Contest, (ii) allow IBM and the Australian Museum to provide them with information about the Contest, (iii) when requested by them, to evaluate whether travel assistance can be provided, (iv) respond to questions initiated by any of them, (v) execute and administer the Contest and all elements thereof, and (vi) record, tape, film and use their name, image, likeness, voice, as well as any statements made by them at any time during the Contest, or regarding the Contest, IBM or the Australian Museum (provided they are true), in any and all media now known or hereinafter developed (including but not limited to the world wide web, wireless and digital platforms, and the Internet) for promotional, marketing and advertising purposes without additional approval or compensation, unless prohibited by applicable law.

Participant has a right to access, correct, update, enrich Participant’s PII, but also to have his/her personal data locked or deleted. Participant may withdraw consent at any time by notifying IBM via ibmgrant@us.ibm.com at which time IBM will inform the Australian Museum of the withdrawal of consent.
RELEASE AND INDEMNIFICATION: To the maximum extent permitted by law, Participants, Schools, Prize Winners agree to release, indemnify, defend and hold harmless (“Release”) Sponsor, Promotion Partners, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents (“Released Parties”) from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorneys’ fees) whether or not litigation is commenced (“dispute”) arising at any time from participation in the Contest, the Entry (in whole or in part), participation in any Contest and/or event-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a Prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity.

Further, to the maximum extent permitted by law, and without limiting the foregoing, Participants, Schools, Prize Winners agree to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by any Participants, Schools, Prize Winners, or other persons or entities (who may be other than a party to these Official Rules) arising from or related to an Entry, participation and/or involvement in any other respect in the Contest, and/or the delivery, acceptance, use, misuse of a Prize in whole or in part, or any failure with respect thereto. Participants, Schools, Prize Winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision.

If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT’S ACCESS TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, PARTICIPATION IN ANY CONTEST OR EVENT-ACTIVITIES, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF AN AWARD, EXCEPT IN THE CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE RELEASED PARTIES. IN ANY EVENT WHERE THE RELEASED PARTIES ARE LIABLE FOR ANY DAMAGES INCURRED BY PARTICIPANTS IN AN AMOUNT NOT TO EXCEED A$1,000 UNDER THE APPLICABLE LAWS, THE RELEASED PARTIES’ LIABILITY SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY PARTICIPANTS EXCEPT IN THE CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE RELEASED PARTIES.

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the incorrect or inaccurate capture or processing of Entries, or other information, or the failure to process, collect or communicate any such information; electronic errors, omissions, interruptions, deletions, defects, and/or delays; or loss, theft or destruction of any Entry, or other Contest related materials or information, in whole or in part. If for any reason the Contest, or any part thereof, is not capable of running as planned for any reason, including (but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, artifice, fraud, cheating, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any part thereof.

Sponsor and the Australian Museum reserve the right to select only potential winners from eligible, non-suspect Entries received (prior to the force majeure event or otherwise), but only if doing so is deemed commercially practicable, and equitable in their sole determination under the circumstances. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest, or any part thereof, is a violation of laws and should such an attempt be made, Sponsor reserves the right to disqualify Participant and seek damages from any such Participant to the fullest extent of the law.

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CHOICE OF LAW, FORUM AND RECURS TO JUDICIAL PROCEDURES: Participants agree to the application of the laws of the state of New South Wales, Australia, without regard to choice of law or conflict of law principles. All disputes will be brought before and subject to the exclusive jurisdiction of the courts of New South Wales, Australia. Sponsor and the Australian Museum reserve the right, without notice or prior approval, to modify or supersede these Official Rules in their sole reasonable discretion and in such event will post revised Official Rules on the Website and Australian Museum Website, which will continue to govern all aspects of the Contest.