



By registering in the Competition, all Competitors are legally bound by the Competition Terms and Conditions. All Competitors (whether or not an entry is submitted) have obtained or received the Competition Documents for review. Competition Documents are defined as any information obtained, received or made available in connection with the Competition.

01. Eligibility

The Competition is open to any student or professional team from around the world which accept the Competition Terms and Conditions in full.

The following entities and/or persons are not eligible to enter the Competition or assist a Competitor:

- ▶ Members of the Jury
- ▶ Staff of the Adelaide Central Market Authority (ACMA)
- ▶ The Competition Directors
- ▶ Other consultants and advisers engaged to support the Competition

02. Competition Documents

The Competition Terms and Conditions, Design Brief, Site Information and Registration Form are available to all Competitors and to the public via the Competition website.

Terms & Conditions

Sets out the Competition requirements, processes and procedures.

Design Brief

Details the purpose of the Competition and the design requirements for entries.

Registration Form

This web form is the basis of registering to participate in the Competition. By submitting the Registration Form, the Competitor is acknowledging and agreeing to be legally bound by the Competition Terms and Conditions.

Site Information

Site Information contains CAD drawings of the site and Market Tower, which together with the Design Brief provide all the necessary contextual information to participate in the Competition.

03. Anonymity

Strict anonymity of a Competitor's participation will to be maintained throughout the Competition. It is intended that only the Competition Directors will be aware of the identity of each Competitor. Submissions will be judged anonymously with the only means of identification being the assigned Registration Number.

04. Disqualification

If a Competitor fails to comply with any of the requirements, processes and procedures of the Competition Terms and Conditions, the Competition Directors may elect to disqualify that Competitor. A Competitor may be disqualified from the Competition in any of the following circumstances:

- ▶ Failing to complete a legally binding Registration Form.
- ▶ If a Submission is lodged after the closing time or lodged at a location or in a manner that is contrary to that specified in the Competition Terms and Conditions
- ▶ Improperly attempting to influence the decision of the Jury.
- ▶ Engages in any collusion, anti-competitive conduct or other similar conduct with any other Competitor or any other person in relation to the preparation, content or submission of the proposal.

Where a Competitor is disqualified, the Competition Directors will notify the Competitor by phone and email, and where possible prior to the final decision by the Jury.

05. Support and Communications

Digital Serf Consulting has been engaged by the ACMA to act as Competition Directors. Any communication or questions in relation to this Competition should be addressed to the Competition Directors via email to: team@markettowercomp.com

06. Language

All documents submitted for the Competition must be in English.

07. Competition Prizes

Competition prizes will be awarded for first and second place. A separate student prize will also be awarded. Review prize details on the Competition [website](#).

08. Competition Timetable

The Competition officially opens Monday March 2 2015. Submissions close midnight Friday April 17 2015. This timetable is subject to change and any changes to the timetable will be posted on the Competition website.

09. Notification of Winners

Following the selection of the shortlisted proposals all Competitors will be notified via email. Following selection of the winners, all Competitors will be notified via email.

10. Post-Competition Engagement

The Competition is about generating ideas, and as such there is no expectation that any of the Competition Submissions will result in contracted work. The ACMA are not obligated to contract the Competition winners. The ACMA may use its discretion to contract one or more Competitors to further develop their Submission after the Competition is complete. The ACMA reserves the right not to proceed with the Competition winner selected by the Jury or of any other Competition Submissions.

11. Confidentiality

The ACMA and Competition Directors will maintain the confidentiality of all Competitors until the announcement of the Shortlist. At that time Submissions will be available for public viewing online.



12. Intellectual Property

By entering the Competition, each Competitor warrants that:

- ▶ 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 licenses mentioned below
- ▶ the use, editing or reproduction by the ACMA or any third party of the 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)
- ▶ Indemnifies the ACMA (and its sub-licensees) against all loss, damage or costs arising from a breach of the above warranty.

13. Future Use of Competition Submissions

By entering the Competition each Competitor:

- ▶ acknowledges that the ACMA will have the right to exhibit, photograph, archive, electronically store, duplicate or record all Submissions without fee or restriction
- ▶ grants the ACMA a worldwide, royalty-free, perpetual and irrevocable license to use, edit 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 license.
- ▶ acknowledges that the Competitor Submission may be made publicly available by the ACMA and may be accessible to the general public to view

In the event that the ACMA decides to initiate a Post-Competition Consultancy with a Competitor, or multiple Competitors, the ACMA and the contracted Competitors agree to treat Intellectual Property Rights in the contracted Competitor's submission/s as follows:

- ▶ the contracted Competitor grants the ACMA a worldwide, royalty-free, perpetual and irrevocable license to use and exercise all Intellectual Property Rights in the contracted Competitors Submission in any way for the purposes of design development, including for the purposes of constructing (or having any third party construct) a building or buildings corresponding to that submission. This license includes, without limitation, the right to:
 - ▷ edit, adapt or alter the Submission
 - ▷ publish the submission and communicate it to the public
 - ▷ ensure that any attribution by the ACMA of authorship of design services conducted within the Post-Competition Consultancy is accurate and furthermore commits to acknowledge and recognise any substantial alteration to the submission by the ACMA
- ▶ both the contracted Competitor and ACMA agree to seek reasonable terms for the use of Intellectual Property associated with post-competition design services, to be mutually agreed within the post-competition contract and mutually agreed at that time.

Competitors should note that the Intellectual Property principles described above are intended to be a high-level description of the treatment of Intellectual Property Rights under the terms of a Post-Competition Consultancy and do not limit or replace the terms of a contract that may follow the Competition.

14. Costs and disbursements

All costs and disbursements incurred by a Competitor in the Competition such as the in preparation for a Submission are the sole responsibility of the Competitor.

The ACMA will not be responsible for, nor pay for, any expense or loss that may be incurred by the Competitor in relation to participating in the Competition and preparation of a Submission.

The Competitor will be, and the ACMA will not be, responsible for any tax implications in Australia or any other jurisdiction that may arise from the prize winnings. Independent taxation and financial advice should be sought by the winning Competitors.

The ACMA are not liable to a Competitor for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to participation in the competition, including without limitation, instances where:

- ▶ the ACMA does not enter into a Post-Competition Consultancy with the Competitor
- ▶ the ACMA exercises any right under these Competition Terms and Conditions or at law.

15. Governing law and jurisdiction

These Competition Terms and Conditions are governed by the laws applying in the State of South Australia. Each Competitor must comply with all relevant laws in preparing their Submission and in taking part in the Competition.

16. Definitions

Competition means the Market Tower Ideas Competition.

Competitor means an entity that has submitted a Submission to the Competition.

Competition Director means the principal coordinator of the Competition

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.

Jury means the members of the expert panel who will evaluate Competition submissions.

ACMA means the Adelaide Central Market Authority

Post-Competition Consultancy means the potential contracting of a Competitor after the Competition

Registration means the process of completing and submitting the Registration form in accordance with the Terms and Conditions

Registration Form means the form available online at the Competition website, which must be completed and submitted in order to register to participate in the Competition.

Registration Name means the registration name nominated by the Competitor on the Registration Form.

Registration Number means the unique registration number that will be issued to all Competitors.

Shortlist means a Competitor that has been shortlisted.