

TERMS AND CONDITIONS

CONDITIONS OF ENTRY

The following Terms and Conditions govern the use of Pitch for the Practice (“the site”). The platform is owned and operated by Harvest Digital Planning Pty Ltd (Harvest), on behalf of IAP2 Australasia.

By accessing and using this site, you are choosing to accept and comply with the Terms presented throughout this agreement as well as the Moderation Policy. These Terms apply to all visitors and users of this site. Linked sites, affiliated services or third-party content or software have their own Terms that you must comply with. If you disagree with any of the Terms presented in this agreement, you may discontinue using the site immediately.

If you are under 18 years old, please ensure that your parent or guardian understands and accepts these Terms and Conditions (including the Moderation Policy).

Promoter

IAP2 Australasia

PO Box 684 Kew VIC 3101

Submission Restrictions?

Open only to IAP2 Australasia members who hold a membership current until at least 30 July 2018 excluding directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, or of the agencies or companies associated with this process. IAP2 international members must partner with an IAP2 Australasia member. Submissions must include details of the organisation that is leading or supporting the project. Organisations must be a registered entity in Australia or New Zealand with a current ABN or NZBN.

Submission Period

12:00am (AEDT) on

21/5/18 to 11:59pm (AEDT) on 17/06/18.

Entry Method

During the Submission Period, entrants must:

1. visit pitch.iap2.org.au (**Website**); and
2. fully complete and submit the online proposal form. Submissions must adhere to all [eligibility requirements](#) and fill out the required sections of the proposal form including text, images and any additional information as required by the Promoter.

Eligibility Assessment

At the end of the submission period, the Promoter will determine all valid Pitch for the Practice submissions received during the 4-week period. Submissions will be assessed for their ability to meet the [eligibility criteria](#).

Eligibility criteria for submissions made by IAP2 Australasia members:

- Must have a current IAP2 Australasia individual or organisational membership*
- Submissions must include details of the organisation that is leading or supporting the project. Organisations must be a registered entity in Australia or New Zealand with a current ABN or NZBN. IAP2 Australasia will assume that the member submitting the project has the support of the organisation nominated to deliver the project.
- Total project cost must be a maximum of AUD \$25,000.
- Projects implementation must be completed before 30 June 2019.
- Submissions must clearly describe how the project will provide a benefit to IAP2 Australasia members, and how it aligns with at least one of the three of the [IAP2 Australasia's strategic plan pillars](#) (advocating for engagement, strengthening engagement networks and/or advancing professional development).
- All submitters must agree to the terms and conditions of entry.
- Submissions must be uploaded via the Pitch for the Practice website by midnight 17 June 2018.

International entrants must also meet the following, additional eligibility requirements:

- Must have a current IAP2 membership
- Must partner with an IAP2 Australasia member with an individual or organisational membership.
- Must provide details of the Australasian organisation that is leading or supporting the project. Organisations must be a registered entity in Australia or New Zealand with a current ABN or NZBN. IAP2 Australasia will assume that the member submitting the project has the support of the organisation nominated to deliver the project.

This process will also screen projects to ensure that they have not been submitted by an IAP2A director, staff, board member or project manager.

Submissions that adhere to these criteria will be displayed on the website for the duration of the Pitch for the Practice voting phase and information and images supplied by entrants may be used for the promotional purposes.

Winner Determination

Pitch for the Practice submissions that are displayed will be eligible to receive member votes via the Website in accordance with the IAP2A Pitch for the Practice Member Voting (Vote) for the duration of that Voting Period. At the conclusion of the Voting Period, the submissions that receive the most Votes will be contracted to deliver the proposed project. The number of successful projects will be dependent on the projects' value. A minimum of four (4) projects will be awarded funding.

Successful Projects

Successful projects will be awarded the funding specified in their project proposal form and will be paid in milestone payments. Milestones will be determined by the key dates and deliverables for the project, as specified in the proposal form. Projects are expected to be completed and delivered by 30 June 2019.

Funding Pool

The total funding available for this project is AUD \$100,000 (excl GST). Projects must not exceed AUD \$25,000 (excl GST) per submission.



Entry Limits

Entrants may enter multiple submissions, provided that each entry is based on a separate submission and a separate idea or creative proposal. The organisation entering multiple proposals will need to be able to implement all successful projects and have the resources to meet the deadlines proposed if all submissions are successful.

All current IAP2 Australasia members are entitled to one vote during the voting phase.

Winner Notification

All winners will be notified by email and winning projects will be announced on the Website and on Facebook, Twitter, LinkedIn and in the newsletter.

Project Acceptance Timeline

Projects must be accepted with contracts signed by 11:59pm (AEST) on 19/07/18.

1. Information regarding project submissions and how to enter forms part of these conditions. By submitting, entrants accept these conditions.
2. The submissions will be conducted during the Submission Period.
3. Each entrant will receive a return online notification confirming their successful submission into the project. By entering this project, entrants consent to receiving this electronic message.
4. Entries must be received during the Submission Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries will not be accepted.
5. Once an entrant has submitted their project in accordance with the Entry Method section of these conditions and their entry has been reviewed and verified by the Promoter in accordance with the Eligibility Assessment, their entry will be deemed approved and will move to the voting phase (subject to the rest of these conditions).
6. All submissions become the property of the Promoter and will not be returned to the entrant. Each submission must be the entrant's original work. By entering this project entrants:
 - a. unconditionally and irrevocably assign all rights (including intellectual property rights) in their entry to the Promoter and acknowledge that the Promoter may make copies of or publish the whole or any part of the entry and may otherwise exploit the entry and any rights in relation to the entry, to publicise this competition or for any other purposes; and
 - b. agree to execute all documents and to do all things required by the Promoter to give effect to such assignment;
 - c. consent to the Promoter and its sublicensees dealing with the entry in a way that may, but for the consent, infringe the entrant's moral rights (as defined in the Copyright Act 1968) in the entry;
 - d. undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
 - e. acknowledge that the Promoter may edit, adapt and alter their entry for any reason at any stage;
 - f. acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
 - g. warrant that they own and have the right to assign the copyright in each entry submitted into this project, for the purposes of this project, that no rights have been granted to any third party in respect of the entry which would prevent the submission being used as contemplated by this project, and that the use by the Promoter of the entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
 - h. warrant that their entry does not include any content that contravenes any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves malice or which may be defamatory or in contempt of court;
 - i. warrant that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so; and
 - j. warrant that their entry contains no viruses or other computer code or material embedded in it which may have a negative impact on the Website or any network or third-party computer systems.



11. The Promoter may (but is not obliged to) determine at any time, in its absolute discretion, whether or not to publish any entries on the Website and/or, remove any entries once published on the Website or amend, edit or modify any entry (or any part thereof), or disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that:
 - a. the entry does not comply with eligibility criteria outlined in Winner Determination; or
 - b. the entry otherwise breaches these conditions of entry.
 - c. The Promoter will have no liability to entrants if it exercises this right.
8. If two or more entries receive an equal highest number of Votes so as to require a tie breaker at any stage of the competition, the Promoter will determine the winning entry by deciding which of the tied entries is the best.
9. The 'prizes' are as stated in the Successful Projects section.
10. The winners will be notified in accordance with the Winner Notification.
11. The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
12. The Promoter may require winners to provide proof of identity, proof of membership and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
13. Entries not fully complying with these conditions of entry may be deemed invalid at the Promoter's discretion. If a winning submission is deemed not to comply with these conditions of entry, the submission will be discarded and the project funding will be awarded to the entrant who received the next highest number of Votes or submitted the next best valid entry as determined by the judging panel.
14. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this project by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The funding is not transferable or exchangeable.
17. If project funding has not been accepted or claimed in accordance with the Project Acceptance Timeline or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Project Acceptance Timeline, the relevant winner's submission will be deemed invalid and the Promoter will distribute the relevant funding to the submission who received the next highest number of Votes or submitted the next best valid entry as determined by the judging panel.
18. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
19. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to project funding.
20. Project funding will be supplied in Australian dollars only. Current exchange rates will be used for other currencies.
21. If for any reason any aspect of this project is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
22. The Promoter is not liable for any tax implications arising from funding. Independent financial advice should be sought. Where this project involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values. For projects occurring in New Zealand, the New Zealand taxation laws will be implemented.
23. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this project. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its contractors and agents to assist in conducting this project or communicating with entrants. By entering this project, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for marketing or research purposes, including contacting the entrant via electronic messaging. The Promoter is bound by the *Information Privacy Principles in the Privacy and Data Protection Act 2014 (Vic)*. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address stated in the Promoter section of these conditions.



MODERATION POLICY

Pitch for the Practice is moderated by us (Harvest Digital Planning) and our agents. We moderate the site in order to create a productive and safe environment where people can engage with the project or each other without feeling intimidated.

The site uses either a (a) post-moderation tool where all content submitted by users on our site is immediately published and then reviewed by our moderators to ensure it complies with Harvest's Moderation Policy or (b) pre-moderation tool where all content must be approved by our moderators before appearing on the site.

In the first case, the user's content is immediately posted on the site and then reviewed by the moderators. If the client or Harvest finds that the content violates the Moderation Policies, the user's content will be rejected and the user may be notified via email. We reserve the right to edit or remove any content in our sole discretion that has been posted on our site.

In some cases, you may notice that your submitted content that was once posted no longer appears on the site. The content is only temporarily removed until the client or Harvest has reviewed it to ensure it complies with the Moderation Policy. If your content has been rejected, you may be notified via email from the client or Harvest.

With the pre-moderation tool, moderators must review and approve the user's content before it is posted onto the site. This may mean the user's content does not immediately appear on the site.

You must also agree to the Terms of Use and to our Privacy Policy before using our site.

Think positively about your participation. This is an opportunity for you to input your ideas and contribute to the project.

Participation Rules

We have the right to edit or remove any content submitted by a user. This can include, but not be limited to:

- Personal attacks on other participants or staff
- Personal information about any of the participants or staff
- Offensive language including profanity
- Comments that are discriminatory of people's gender, race, religion, culture, sexual preference, appearance or background
- Links to any advertising or illegal material
- Spamming of comments

Participation Guidelines

- Contribute constructive discussions and comments while respecting the views of other people
- Only post content that suitable for anyone (including young children) to view
- Ensure you have received permission to post any images or intellectual property of third parties
- Do not spam either by posting irrelevant websites or by re-posting your comment
- Avoid rude and dismissive comments

