



The Disaster Challenge Terms and Conditions 2023 (Terms and Conditions)

1. Disaster Challenge

The following terms apply to participation in the Natural Hazards Research Australia (“the Centre”) Disaster Challenge (“the Disaster Challenge”). As part of the Disaster Challenge entrants (“Entrant”) will create original solutions, prototypes, visual content, data sets, scripts, or other content, materials, solutions, or discoveries (a “Submission”) in response to a problem to be set by the Centre. Further information in relation to the Submission process and problem question is available at www.disasterchallenge.com.au

By making a Submission, Entrants acknowledge that they have read and understood these Terms and Conditions and agree to be bound by them. A Submission must comply with these Terms and Conditions to be valid.

All Submissions must abide by the Centre’s Code of Conduct statement below.

2. Code of Conduct

Unethical behaviour, including but not limited to plagiarism or academic dishonesty, will automatically lead to the disqualification of an Entrant, as well as banning from future competitions for a period of time to be determined by the Centre and notification to the academic representatives of the Entrant’s organisation of the unethical behaviour.

Submissions must not contain any obscene, defamatory, misleading or deceptive or otherwise unlawful content.

3. Entrant

An Entrant is required to make their Submission through the [entry form](#).

Entrants may be individuals or teams that are enrolled or associated with an Australian academic institution such as a University or TAFE. If an Entrant is an early career researcher they do not have to be currently employed by an Australian organisation, or enrolled at a University or TAFE, but they must have completed their postgraduate qualification at an Australian University or TAFE within the previous five years (excluding periods of parental leave, other family caring duties or ill health) and be based in Australia. Entrants must comply with all laws relevant to the Submission and participation in the Disaster Challenge.

4. Intellectual Property rights

Intellectual property rights in the Submissions will be owned by the Entrants but must be made available to the Centre on a Creative Commons CC BY-NC licence¹ that allows re-use with attribution to the creators but does not allow commercial use. After the final, all finalist entries and recordings of their presentations will be made publicly available on the Disaster Challenge website and attributed to the individual or team as its creator and intellectual property right

¹ This license allows re-users to distribute, remix, adapt and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator.



owner. Entrants must cooperate with the Centre and promptly do all acts and things and execute all documents which may be necessary for the purposes of this clause 4. Entrants represent and warrant to the Centre that use of the Submission as permitted by this Agreement will not infringe the intellectual property rights of any person and that the Entrant has the right to deal with the materials comprised in the Submission in the manner provided for in these Terms and Conditions.

5. Submission terms

- a. The Centre and the Disaster Challenge supporting partners are not responsible for:
 - i. use of the prize money;
 - ii. any false, incorrect or inaccurate information, whether provided by Entrants or the Centre (any data or information provided by the Centre or its supporting partners is provided 'as is' and with no warranties as to its completeness or accuracy);
 - iii. any theft, unauthorised human intervention in any part of the Submission process or the Disaster Challenge;
 - iv. technical or human error which may occur in the administration of the Disaster Challenge or the processing of Submissions; or
 - v. any loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Disaster Challenge, or receipt or use or misuse of 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).
- b. All decisions relating to the running of the Disaster Challenge, judging, and awarding of prizes will be made by the Centre in its absolute discretion.
- c. If for any reason the Disaster Challenge is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Centre which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of the Disaster Challenge, the Centre reserves the right in its sole discretion to cancel, terminate, modify or suspend the Disaster Challenge, subject to any applicable legislation.
- d. The Centre's decision on all aspects relating to the Disaster Challenge is final and no correspondence will be entered into. Failure by the Centre to enforce any of its rights at any stage does not constitute a waiver of those rights.
- e. The Centre, may at its discretion, extend the Submission date by publishing a notice on the Disaster Challenge website (www.disasterchallenge.com.au) with the dates of the extended Submission period.
- f. Entrants acknowledge that they provide certain information to the Centre to be used by the Centre for future promotional purposes. Individual's personal information cannot be disclosed without the individual's consent. Personal information will be handled in accordance with the Centre's Privacy Policy which can be viewed online at (<https://www.naturalhazards.com.au/privacy-policy-statement>).



- g. The Centre reserves the right, at any time, to disqualify, in its sole and absolute discretion:
- i. any Submission that the Centre considers to be contrary to law;
 - ii. any Entrant who tampers with the Submission process or who submits a Submission that is not in accordance with these Terms and Conditions;
 - iii. any Submission which, in the opinion of the Centre, includes objectionable content; or
 - iv. any Entrant who has, in the opinion of the Centre, engaged in conduct in entering the Disaster Challenge which is unlawful or generally damaging to the goodwill or reputation of the Centre or the Disaster Challenge.
- h. The Disaster Challenge and these Terms and Conditions are governed by the laws of the State of Victoria, Australia and the Entrant submits to the exclusive jurisdiction of the courts in the State of Victoria.
- i. Submissions must a) be original; b) be solely owned by the Entrant, who represents that:
- i. no other party has any rights, including any intellectual property rights, or interest in the information included in the Entrant's Submission;
 - ii. the Entrant represents that it has obtained a license or permission to use materials owned by third parties or which contains intellectual property rights of third parties, granting the Entrant the right to use such third party or proprietary materials for the Submission;
 - iii. the Entrant has complied with relevant privacy legislation, and the Centre's Privacy Policy (<https://www.naturalhazards.com.au/privacy-policy-statement>); and
 - iv. the Entrant will undertake the research in compliance with the National Statement on Ethical Conduct in Human Research (2007) - Updated 2018² and The Australian Code for the Responsible Conduct of Research³.
- j. it is the Centre's position that engagement and consultation undertaken as part of developing a Disaster Challenge Submission is unlikely to require review by a Human Research Ethics Committee as it constitutes a teaching and learning activity. However, this may vary on a case-by-case basis, and all Entrants that are enrolled or associated with an Australian academic institution must comply fully with the ethics review and approval requirements of their respective institutions.

6. Criteria

Submissions will be assessed on the following criteria:

- Quality of the problem statement, including the extent to which it is:
 - *Focused* – identifies a specific, real-world example of this wicked problem in practice that the submission seeks to address
 - *Informed* – demonstrates why this specific example needs new and innovative solutions

² <https://www.nhmrc.gov.au/about-us/publications/national-statement-ethical-conduct-human-research-2007-updated-2018>

³ <https://www.nhmrc.gov.au/research-policy/research-integrity>



- Quality of the proposed solution, including the extent to which it is:
 - *Impactful* – Australia needs this now and the benefit is clear
 - *Credible* – based on sound evidence and academic principles
 - *Innovative* – no-one else has tried this, or it combines ideas in a new way in Australia
 - *Affordable* – could be realistically achieved with a reasonable budget
 - *Adaptable* – it could work in different places in Australia
 - *Scalable* – it is good for big and small disasters
 - *Achievable* – there is a clear pathway to bring your approach to life, at least as a proof of concept

7. **Disaster Challenge Final**

Up to three Entrants will be selected for the Disaster Challenge Final. Return economy airfares and accommodation for up to three team members from each Entrant will be provided.

8. **Prize money**

Winning Entrants are responsible for all applicable taxes and fees associated with prize receipt. No transfer or substitution of a prize is permitted except by The Centre. If a team of individuals from different organisations is selected as a prize winner, the prize will be awarded to the group, and it will be split equally amongst all named Entrants on the entry form. Prize money will be provided via EFT individually to each member of a team, or to an individual if an individual is a prize winner. Individuals, or individuals within a team, receive the prize money solely for their use and not the use of their organisation or institution.

An Entrant forfeits all their rights to receive a prize if these Terms and Conditions are not satisfied for any reason whatsoever.

The prizes for each category are:

- i. \$5,000 first place
- ii. \$2,000 each for two (2) runners up

9. **Media**

Photos, videos, and/or other media may be taken by the Centre at the Disaster Challenge Final. By entering, Entrants acknowledge and agree that their image, voice and likeness may be included in photos and videos of the event and used by the Centre in connection with communications about the Disaster Challenge, promotion of the Centre its partners and the Disaster Challenge, or in other communications.

10. **Submission Dates**

Entries open 14 March 2023 and Submissions must be made by 11.59pm 25 May 2023. Finalists will be announced the week of 3 July 2023 and the Disaster Challenge Final will occur on 12 or 13 October 2023.

If you have any queries in relation to any of the above Terms and Conditions, please contact the Centre on +61 3 7032 6309 or at research@naturalhazards.com.au