



## Australian Institute of Architects

### 2018-19 Awards Terms and Conditions

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**NOTE:** where it is used in all Awards-related documents, “Entrant” means the member who is named and is endorsing the entry into the awards and has provided their membership number in the application.

#### Terms and Conditions of Entry:

***Before proceeding, please carefully read the following, including the undertaking and indemnity in paragraph 8 that you give to the Institute as a condition of the Institute accepting your entry.***

1. I am a current registered architect and financial member of the Institute, and I have the authority and owner’s consent to submit this entry for the Project to be judged in the Australian Institute of Architects Architecture Awards
2. I promise and agree to abide by the **Australian Institute of Architects Awards Policy** and with these **Conditions of Entry** and I acknowledge that I have read and have understood both documents.
3. I promise that the information submitted in this entry is a true and correct description of the Project to the best of my knowledge.
4. I promise that I have taken all reasonable steps to ensure my entry complies with the **Conditions of Entry**.
5. Copyright

I acknowledge that the Institute will need to use the Project Materials for the **Awards and Promotional Use** and I am authorised to agree to that use. I promise that either:

- I personally own, or my practice entity owns, all copyright in the Project and the Project Materials, and I authorise the Institute for the **Awards and Promotional Use**,

OR

- I personally hold, or my practice entity holds, a license or has permission from each and every copyright owner for all copyright in the Project and the Project Materials and their consent to submit these to the Awards and for Awards and Promotional Use.

I understand that if I do not, or my practice does not, have copyright or a license right to use the Project Materials for the wider **Awards and Promotional Use** of “promoting architecture and the Australian architectural profession”, then I can opt-out of this use by selecting this option box on the entry screen.

6. Moral rights

I acknowledge that the Institute will endeavour to attribute all persons set out in the “Project Team” section of my entry form as the author(s) of the Project where it is appropriate and practical to do so, and that the Institute can decide at its discretion when it is practical to only use the nominated “Architecture practice” (**the Short-form Attribution**) for the **Awards and Promotional Use**.

I promise that I personally have, or the practice by which I am given authority to make this promise has, obtained consent from each person who has contributed to the Project as an author and who, as a result of their contribution, has moral rights in the Project. These consents enable me to authorise and I do authorise the Institute to attribute authorship in the **Awards and Promotional Use** as follows:

- For the purpose of **Short-form Attribution**, I promise that the Project is the work of the author(s) who is/are named in the "Architecture practice (for Short Form Attribution)" section of my entry.
  - For any **Awards and Promotional Use** other than **Short-form Attribution**, I promise that the persons set out in the "Project Team" section of my entry are the only persons who are entitled to be attributed as authors of the Project, and that I, or the practice by which I am given authority to make this promise, have agreed with them the allocations of task and responsibility shown there.
7. I transfer to the Institute ownership of all the Project Material in physical form and promise that I am entitled or authorised to do so.
  8. I promise that the Project does not, and any **Awards and Promotional Use** of the Project or Project Materials will not, infringe the rights of any person or company (including all rights of copyright and moral rights). To the extent that any part of the Project Materials that I have specifically indicated in my entry is confidential, I understand it will only be used by the Institute and the jury to assess the merit of the project for the purpose of these Awards.
  9. I agree that the Institute has sole discretion to refuse an entry or remove it from consideration for an award if the Institute forms the opinion that:
    - a. the entry does not comply with the Conditions of Entry,
    - b. is not consistent with the nature and spirit of the Australian Institute of Architects' Architecture Awards, or
    - c. is in any way inappropriate, offensive, indecent or illegal.

#### 10. Indemnity

I promise that I indemnify, or the practice which has given me authority to make this promise indemnifies, and will reimburse the Institute its direct and indirect costs of a claim by any person against the Institute in relation to copyright or moral rights concerning my entry, or the Project Materials submitted, arising out of breach of any of my promises in the Conditions of Entry or at law. I acknowledge that an amount which I or the practice must pay under this indemnity includes any damages, settlement amount or compensation the Institute has paid to the person and the Institute's actual legal costs.

11. I accept all decisions of the the Institute's jury as final and agree to forgo all rights I have, or might have, to make any claim against the jury or the Institute for damage or loss of any type arising out of any act, decision or omission of the jury.

#### Definitions

In these Terms and Conditions:

**"The Institute"** means The Royal Australian Institute of Architects Limited ABN 72 000 023 012.

**"Awards and Promotional Use"** means the irrevocable worldwide non-exclusive licence right to the Institute to:

- (a) reproduce, exhibit, publish or communicate the Project Materials and related information supplied by each Entrant in any manner, context, format or medium the Institute requires; and
- (b) use or develop the Project Materials and any portion of it, or give permission to others to do so, in any manner, context, format or medium the Institute requires;

for all purposes related to the Australian Institute of Architects Awards and for the purpose of promoting architecture and the Australian architectural profession.

**“Conditions of Entry”** means the terms, conditions and eligibility criteria set out in the Awards Entry Handbook, these Terms and Conditions and all written directions relating to the Awards given by the Institute.

**“Project Materials”** means all words, images and other materials (including models, film and video) whether in digital, printed or 3D format, the Entrant submits with the entry.

**“Project”** means the built project created (whether solely or jointly with others) by the Entrant which meets the eligibility requirements for entry of a built project into the Australian Institute of Architects Awards.

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