

1. This challenge

This Challenge is titled 'Metro Minds STEAM Challenge 2023' (**Challenge**) and will comprise of two stages:

- (a) submission of Challenge Material in accordance with clause 4; and
- (b) if a Team is assessed to be a Finalist, a Finalist Presentation in accordance with clause 10.

2. Registration

To register for the Challenge, participants must complete the registration form at sydneymetro.info/metro-minds-steam-challenge-team-registration-form (**Registration Form**) before 5pm on **5 May 2023**.

3. Acceptance of these Terms and Conditions

- (a) Registration to participate in the Challenge constitutes acceptance of these terms and conditions by each individual within a Team, their parents or guardians, the Coordinating Teacher, and the Team's respective school or other association or entity. Information on how to enter and what prizes are being offered form part of, and can be found in, these terms and conditions.
- (b) Each participant acknowledges that Sydney Metro's decisions in relation to all and any matters connected to the Challenge are final and there shall be no avenue for review of its decisions. Each participant also acknowledges that no correspondence will be entered into and principles of administrative law do not apply.

4. Entry into the challenge

- (a) Only registered teams (**Teams**) may submit entries for the Challenge.
- (b) In order to be a valid Team entry, the entry must be submitted:
 - (i) through the following link:
sydneymetro.info/metro-minds-steam-challenge-team-entries-form;
 - (ii) by 5:00pm on 22 June 2023;
 - (iii) in accordance with the requirements of these terms and conditions; and
 - (iv) in accordance with any other requirements published or otherwise provided to the Teams by representatives of Sydney Metro.

- (c) Sydney Metro may, in its sole discretion, determine that any entry is invalid due to a non-compliance with these terms and conditions or any other requirements published or otherwise provided to the Teams.
- (d) If Sydney Metro determines that an entry is invalid, the Team will be excluded from the Challenge.

5. Conditions of entry

Entries for the Challenge must comply with the following requirements:

- (a) **Teams and eligible schools**
 - (i) Students must form a Team to participate in the Challenge; and
 - (ii) Each team must be comprised of no fewer than four, and no more than six students from any of Years 7, 8, 9 or 10 and those students must:
 - (A) attend the same school, being a school located in a postcode listed in **Annexure A**; or
 - (B) if they are home-schooled students, reside together or separately within a postcode listed in **Annexure A**,
- (b) **One entry per Team**
 - (i) Only one entry is permitted per Team.
 - (ii) If a Team submits more than one entry, only the first entry will be accepted and considered (unless the first entry is subsequently withdrawn and a new entry is submitted in its place within the time frame stipulated at clause 4(b)(ii)).
- (c) **Maximum of eight Teams per school**
 - (i) Each school within a postcode listed in **Annexure A** may register up to a maximum of eight Teams for the Challenge.
 - (ii) If a school registers more than eight Teams, only the first eight (8) Teams will be accepted and considered by Sydney Metro (provided those entries have been submitted within the time frame stipulated at clause 4(b)(ii)).
 - (iii) For clarity, while a school or other entity may encourage participation from more than eight groups in any one school or entity, Sydney Metro will only accept eight submissions from any one school or entity. Each school or other entity therefore may implement its own internal processes for selecting the eight Teams that it will choose to register.

(d) Coordinating teacher

- (i) Each registered Team must list one person as the coordinating teacher on the Registration Form (the **Coordinating Teacher**).
- (ii) There can be only one Coordinating Teacher per Team.
- (iii) If more than one Coordinating Teacher is named on the Registration Form, only the first named person will be the Coordinating Teacher.

(e) Permission to enter the Challenge

- (i) The Coordinating Teacher must:
 - a. obtain and confirm that each student within a Team has obtained, the relevant parent or legal guardian permission to participate in the Challenge;
 - b. ensure that each member of each Team has completed a “talent release form”, which is contained at **Annexure B**; and
 - c. submit each student’s signed “talent release form” to Sydney Metro by 5:00pm on 6 May 2023.
- (ii) Failure to obtain or provide the relevant permissions detailed above may lead to Sydney Metro refusing to accept a Team’s entry submission.

(f) Entries to comprise of Challenge Material

Each Team must submit the following materials as part of the Team’s entry:

- (i) a concept brief of no more than 500 words outlining the Team’s design thinking and solution; and
- (ii) a video pitch of up to five minutes with all students presenting to the camera and actively contributing to the presentation. The video pitch must outline the design of the Team’s innovation with a prototype in a medium of the Team’s choice (e.g. a physical model, computer design, or artistic impression), and should include visuals such as a PowerPoint presentation. (collectively, **Challenge Material**).

(g) Entries not to cause Sydney Metro harm

Each Team must ensure that it does not do anything (or fail to do anything) that may directly or indirectly harm Sydney Metro, including Sydney Metro’s reputation.

6. Check-in sessions

- (a) Sydney Metro may, at its sole discretion, offer Teams an opportunity to participate in virtual check-in sessions with Sydney Metro appointed ambassadors.

- (b) Participation in any check-in sessions, if held, will be optional and the sessions will be recorded so that Teams can access the information afterwards (even if they did not originally participate).
- (c) Any check-in sessions held, will be intended to provide the Teams and Coordinating Teachers with support and feedback on design ideas, help Teams track their progress and answer Team’s questions.
- (d) Any check-in sessions held, and anything discussed at them, will in no way influence Sydney Metro’s assessment of the Challenge Material or the selection of the Finalists or Prize Winner.

7. Assessment of Challenge Material

- (a) Sydney Metro will assess the Challenge Material in accordance with the judging criteria, which is accessible at sydnymetro.info/metro_minds_judging_criteria (**Judging Criteria**);
- (b) When assessing the Challenge Material, Sydney Metro will:
 - (v) have regard to the Judging Criteria, in particular ‘Part 1 – Concept brief and video pitch’; and
 - (vi) without limiting the Judging Criteria, assess the video pitch on its content and based on how well the medium and visuals convey the Team’s innovation, (rather than the quality of the production itself).
- (c) The assessment of each Teams’ Challenge Material is in Sydney Metro’s sole discretion and any outcome reached by Sydney Metro is final and binding.
- (d) Sydney Metro will select at least four Teams as finalists in the Challenge (each Team selected will be a **Finalist**).

8. Announcement of Finalist

- (a) From 17 July 2023 onwards, Sydney Metro will commence notifying the Coordinating Teacher of each Team that has been selected as a Finalist.
- (b) Each Coordinating Teacher must confirm by email, acceptance of the Team’s selection as a Finalist within three business days of notification by Sydney Metro.
- (c) If a Coordinating Teacher fails to confirm acceptance as a Finalist within three business days, the relevant Team may, in Sydney Metro’s sole discretion, be deemed to have withdrawn from the Challenge and in such case will forfeit its eligibility to receive any Prize.

9. Finalist Presentation

- (a) Each Finalist will be invited to present their idea live to Sydney Metro (**Finalist presentation**).
- (b) Sydney Metro will appoint a panel of judges to assess the Finalist Presentations (**Judges**).
- (c) Each Finalist Presentation:
 - (vii) must be no longer than 8 minutes long; and
 - (viii) will be assessed in accordance with 'Part 2 – Live pitch' of the Judging Criteria.
- (d) The Judges assessment of each Finalist Presentation is in their sole discretion and is final and binding.
- (e) The Judges will select the winner of the Challenge (**Prize Winner**).

10. Announcement of Prize Winner

- (a) Sydney Metro may, in its sole discretion, choose to hold an event to announce the Prize Winner on 17 August 2023, or at such other time or forum as determined by Sydney Metro and notified to the Teams (**Finals Event**).
- (b) If Sydney Metro holds a Finals event:
 - (i) each Finalist must attend and present their Finalist Presentation at the Finals Event. If a Finalist fails to attend the Finals Event, that Finalist may, in Sydney Metro's sole discretion, be deemed to have withdrawn from the Challenge and will forfeit their eligibility to receive any Prize; and
 - (ii) Sydney Metro will announce the Prize Winner at the Finals Event and confirm the Prize Winner and allocation of Prizes in writing after the Finals Event.

11. Prizes

- (a) The prizes for the Challenge are as detailed in item 2 of **Annexure A (Prizes)**.
- (b) The Prize Winner, the Coordinating Teacher of the Prize Winner and the school or other entity of the Prize Winner will be awarded the prizes detailed in Part A of item 2 of **Annexure A**.
- (c) For each Finalist that is not the Prize Winner, the Finalist, the Coordinating Teacher of each Finalist and the school of each Finalist will be awarded the prizes identified in Part B of item 2 of **Annexure A**.
- (d) Where a Prize Winner or a Finalist is a Team comprised of home-schooled students, the part of the Prize which relates to the award for the school of the Prize Winner or Finalist will not be awarded. There will be no alternative of replacement for that portion of the Prize in these instances.

- (e) Where a school or entity has two or more Teams that are Finalists or Prize Winners, the school or entity and the Coordinating Teacher shall be awarded a prize in respect of each Finalists and/or Prize Winner (i.e. a school or Coordinating Teacher may receive two or more sets of Prizes).
- (f) Following the announcement of the Prize Winner, Sydney Metro will coordinate and deliver (via a third party) the Prizes to the Prize Winner and Finalists to each relevant school or entity, or to the Coordinating Teacher.
- (g) The Prizes will be as per the terms of use of those vouchers and will not otherwise be transferable, exchangeable or redeemable for cash or any goods or services.

12. Reservation of rights, decisions final and binding and no claims

- (a) Notwithstanding anything in these terms and conditions:
 - (i) Sydney Metro may, at its sole discretion, include, reject and exclude any entry from the Challenge at any time; and
 - (ii) Sydney Metro may amend these terms and conditions at any time upon notice to each Coordinating Teacher.
- (b) Sydney Metro's decisions will be final and binding.
- (c) The following persons agree and acknowledge that they will not have any claim against, and will not challenge any decision of, Sydney Metro (including decisions made on behalf of Sydney Metro by any agents or third parties assisting Sydney Metro in managing and administering the Challenge) with respect to the Challenge, including:
 - (i) each individual within a Team;
 - (ii) any school or governing entity or persons on behalf of a school or governing entity;
 - (iii) any parents or guardians of any individual within a Team;
 - (iv) any Coordinating Teacher; or
 - (v) any other person related to or associated with any entity or individual participating or otherwise involved in the Challenge.

13. Intellectual Property and use of Challenge Material

- (a) Each individual within a Team, their parent or legal guardian, school or other entity and Coordinating Teacher grants to Sydney Metro a perpetual, irrevocable, non-exclusive, royalty free, transferable and sub-licensable license to use, adapt, modify and reproduce the Challenge Material for any purpose including but not limited to any promotional or educational purposes.
- (b) Without limiting clause 14(a), Sydney Metro may use or reproduce any Challenge Material (in whole or part) in any publication, printed material, online or in other media without any further reference to the individuals within a Team, their parents or legal guardians, schools or Coordinating Teachers.
- (c) Each individual within a Team, their parent or legal guardian, school or other entity and Coordinating Teacher warrants that the Team's entry into the Challenge, all Challenge Material, and all material contained in any survey prepared is their own original artistic work and does not and will not infringe the copyright or other intellectual property rights or moral rights of any other person, and indemnifies Sydney Metro from all liability arising from a breach of this warranty.
- (d) Each individual within a Team, parent or legal guardian, school or other entity or Coordinating Teacher cannot use Sydney Metro's intellectual property rights or moral rights of any other person, including images, logos or slogans from current or previous Sydney Metro campaigns.

14. Personal information and use of Challenge Material

- (a) Each individual within a Team, their parent or legal guardian, school or other entity and Coordinating Teacher consents to Sydney Metro:
 - (i) taking and using the Team's entry (including the Challenge Material) and any photographs, video and sound recordings (including any likeness or image) of the individuals within a Team or Coordinating Teacher in connection with the Challenge (including when receiving or enjoying the Prize) (collectively the '**Material**'); and

- (ii) publishing and distributing the Material (in whole or part), any other associated promotional materials, and the name of any individual within a Team or of the school entity or Coordinating Teacher on Sydney Metro's website, Sydney Metro's Facebook page, television, in print and electronic mainstream media, without any further reference or payment or other compensation to that individual within the Team, a parent or legal guardian, a school or other entity or the Coordinating Teacher.
- (b) Sydney Metro collects personal information in relation to individuals within a Team, their parent or legal guardian, their school or other entity and Coordinating Teacher in order to conduct the Challenge and may, for this purpose and for purposes associated with promotion, marketing and publicity, disclose such information to third parties, including Sydney Metro officers, employees and agents and third parties, including any sponsors or prize suppliers.
- (c) Sydney Metro will deal with any personal information collected in accordance with the *Privacy and Personal Information Protection Act 1998* (NSW) and Sydney Metro's [privacy policy](#).
- (d) Each individual within a Team, their parent or legal guardian, school or entity and Coordinating Teacher acknowledges and agrees that the Challenge Material may be kept by Sydney Metro for an indefinite period of time and Sydney Metro may use their personal information for promotional, marketing and publicity purposes associated with the Challenge including, but not limited to, sending electronic messages to, or telephoning an individual.
- (e) Sydney Metro will store all personal information and an individual may contact Sydney Metro at the address above or at metrominds@transport.nsw.gov.au to access or correct their Personal Information at any time.

15. Marketing and promotions

Each individual within a Team, their parent or legal guardian, school or entity and Coordinating Teacher consents to Sydney Metro sending them future correspondence in relation to other challenges, news, updates and any other information from time to time through any medium, including but not limited to telephone, email, mail or SMS.

16. Other information and inconsistencies

- (a) Sydney Metro reserves the right to, at any time, verify the validity of entries, and the identity and eligibility of Teams and students. Coordinating Teachers must provide, within a reasonable timeframe, such evidence as Sydney Metro may require and request for verification purposes.
- (b) Sydney Metro may, at any time, exclude an individual member of a Team, a Team or a Coordinating Teacher who is ineligible for the Challenge or who breaches these terms and conditions or who fails to supply satisfactory evidence to Sydney Metro to verify their identity or eligibility for the Challenge.
- (c) Sydney Metro may modify, suspend, terminate or cancel the Challenge if for any reason it cannot conduct the Challenge as reasonably anticipated or if the fairness of the Challenge could be compromised.
- (d) Sydney Metro may from time-to-time publish or otherwise provide to the Teams, the schools or other entities or the Coordinating Teachers any information in respect of the Challenge. However, any additional information provided in this regard will not necessarily form part of the terms and conditions of the Challenge; unless that information is in writing and expressly states that it forms part of the terms and conditions of the Challenge.
- (e) To the extent that there are any inconsistencies between these terms and conditions and any other materials published by Sydney Metro, these terms and conditions will take precedence (unless stated otherwise in any updated terms and conditions).

17. Disclaimer and limitation of liability

Except for any liability that cannot be excluded by law, Sydney Metro (including its staff and agents) will not be liable for any loss, damage (including loss of opportunity), personal injury or death whatsoever, whether direct, indirect or consequential, arising in any way out of the Challenge or any Prize or any act or omission (whether negligent or not) of Sydney Metro (including its staff or agents).

18. Declaration of conflict

- (a) Each Team, school or entity and Coordinating Teacher must disclose any actual or potential conflict of interest as soon as is reasonably practicable after becoming aware of the existence (or potential existence) of that conflict of interest. For example, where an individual within a Team is the immediate relative (e.g. a child, stepchild, niece or nephew) of an employee or contractor of Sydney Metro.
- (b) Failure to disclose a conflict of interest may result in the Team's entry being deemed invalid or an individual entrant being disqualified from consideration as a Finalist or Prize Winner; subject to Sydney Metro's sole discretion.

19. Governing law

These terms and conditions will be construed according to the laws of New South Wales.

20. Promoter

- (a) The promoter of the Challenge is Sydney Metro (ABN 12 354 063 515) of Level 43, 680 George Street Sydney NSW 2000.
- (b) Sydney Metro may, at its discretion, utilise agents or third parties to assist it in managing and administering the Challenge.

Annexure A – Postcodes and prize details

1. Alignment postcodes

Sydney Metro City & Southwest alignment

2000-2011, 2015-2050, 2060-2075, 2085-2090, 2092-2096, 2100, 2110-2114, 2118, 2160-2162, 2165-2166, 2170, 2172, 2173, 2190-2200, 2203-2214, 2216-2226, 2234.

Sydney Metro West alignment

2041, 2045-2047, 2117, 2127, 2128, 2131, 2132, 2134, 2135, 2137, 2138, 2140, 2141, 2142, 2144, 2145, 2150-2152, 2160.

Sydney Metro – Western Sydney Airport alignment

2147, 2148, 2168, 2170, 2171, 2175-2179, 2555-2559, 2565-2567, 2570, 2572, 2745, 2747-2750, 2752, 2756, 2759-2763, 2765-2767, 2769, 2770, 2773, 2774, 2777.

2. Prize details

Person entitled to the Prize	The Prize
Part A – Prize Winner	
Prize Winner	One voucher of \$AUD1,500 for the Winning Team.
The Coordinating Teacher of the Prize Winner	One voucher of \$AUD500 for the Coordinating Teacher.
The school of the Prize Winner	One voucher of \$AUD500 for the school or other entity of the Prize Winner to be used for the purposes of improving Science, Technology, Engineering, Arts or Mathematics resources at that school or entity. <i>Note: this portion of the Prize is not applicable for Teams attending home school.</i>
Part B – Finalists	
Finalists	One Voucher of \$AUD600 for each Finalist Team (not including the Prize Winner).
The Coordinating Teacher of each Finalist	One voucher of \$AUD300 for the Coordinating Teacher of each Finalist Team (not including the Prize Winner).
The school of each Finalist	One voucher of \$AUD300 for each school or other entity of each Finalist (not including the Prize Winner) to be used for the purposes of improving Science, Technology, Engineering, Arts and Mathematics resources at that school or entity. <i>Note: this portion of the Prize is not applicable for Teams attending home school.</i>

Annexure B – Consent and talent release form

Metro Minds STEAM Challenge is a design thinking competition for Year 7 to 10 students from schools near the Sydney Metro railway alignment.

This consent form must be completed by a parent/guardian of students participating in the Challenge. Please submit this form to your child's Coordinating Teacher by Friday 5 May 2023.

By completing this form, you give permission:

- for your child to participate in the Metro Minds STEAM Challenge 2023
- for your child to participate in webinars hosted by Sydney Metro and supervised by their coordinating teacher
- for your child to participate in the Metro Minds STEAM Challenge Finals Event on 17 August 2023, if their team is recognised as a finalist team
- for Sydney Metro to use your child's images, recordings and/or materials on social media and any other platforms (detailed below).

Talent release

I authorise Sydney Metro to photograph and record my child and make copies of any photographs, audio or video so made, whether by film, videotape, magnetic tape, digitally or otherwise (collectively the "**Material**"), including (without limitation) for the purposes of future use:

- on a Sydney Metro social media account including but not limited to Facebook, Twitter and YouTube;
- on any other platforms utilised by Sydney Metro; and
- in various other promotional materials (written, audio and visual) that will support and promote the functions of Sydney Metro.

I understand that this may include (but is not limited to) publication and distribution of the Material (in whole or part) on websites, platforms and social media pages operated by Sydney Metro or Transport for NSW (or any other NSW Government Agency) on television, the internet, in print and electronic mainstream media, or any other promotional media or materials.

I acknowledge that the Material may be kept by Sydney Metro for an indefinite time and that both myself and my child have no rights in the Material.

I understand that I am not entitled to receive any compensation in connection with the publication and distribution of the Material.

Parent's full name (please print): _____

Child's full name (please print): _____

School's name (please print): _____

Coordinating teacher's name (please print): _____

Address: _____

State: _____ Post code: _____

Parent's signature: _____ Date: _____