OFFICIAL RULES

The Australian STEM Video Game Challenge (the Challenge) is administered by The Australian Council for Educational Research Ltd (ABN 19 004 398 145) (ACER). The Challenge aims to engage school students in science, technology, engineering and math (STEM), by challenging them to design original video games.

Agreeing to these Rules: By checking the tick box on the registration page and registering to enter the Challenge the Mentor and Applicant(s) agree to abide by these Rules.

1. **Eligibility**

   The Challenge is open to:

   - individuals; or
   - teams consisting of between two (2) to four (4) individuals. Teams must not exceed four (4) members (**Team**).

2. **Applicants**

   All Applicants must:

   - have a nominated adult [18+] to be the contact person between the Challenge administration team and the Applicant (**Mentor**);
   - be Australian citizens or Australian residents;
   - be enrolled in Year 5 - 12 in a school located in Australia or are home-schooled in Australia in 2020 or 2021; and
   - have their parents'/legal guardians' permission to participate in the Challenge;

3. **Entry**

   Applicants may enter the Challenge by having the Applicant's Mentor:

   - between **10:00 a.m. (AEST) 18 February and Midnight (AEST) 22 July 2021**;
   - in accordance with these Rules;
   - complete an online application for registration at **http://www.stemgames.org.au/register**; and
   - collect and hold the parent/guardians' permission to participate. By entering Mentors and Registrants agree to supply these permissions to ACER if requested

4. **Registration**

   Once the Applicant's application for registration has been accepted, the:

   - Mentor will receive confirmation from ACER by email of such acceptance and that the Applicant is now registered with the Challenge (**Registrant**); and
   - Registrant:
     - may, to be considered in the Challenge, submit an original video game and Game Design Document in accordance with the requirements for Submissions set out below in these Rules (**Submission**); and
     - agrees, if its Submission is successful in the Challenge, to its games being displayed for public viewing at:
       - PAX (Penny Arcade Expo) Melbourne held in October of each year;
       - Scienceworks Vic; or
       - at other Science and Technology museums within 12 months of the submission closing date.

5. **Challenge Submissions**

   Submissions must:

   - be only one per Registrant in any one year;
   - be submitted by uploading via www.stemgames.org.au (**Site**) in accordance with the instructions on the Site between **22 July and 5 August 2021** (and no later);
   - be made in strict accordance with these Rules. Any Submissions not made in strict accordance with these Rules will not be considered;
   - be in the English language;
   - in the form of a playable game made using GODOT, Scratch, Unity3D or another platform (**Game Engine**) which judges can play without needing a paid subscription or license.
   - not contain any intellectual property, including footage, images, artwork, programming or sounds that are not created by the Registrant unless such content is included as part of the Game Engine or is free for public use;
   - be solely the Registrant's original work and must not be created in collaboration with any other individual or entity not registered as part of the Challenge competition or part of the Registrant's Team; and
   - be 'G' rated, and comply with the Australian STEM Video Game Challenge classification guidelines located on page 16 of this handbook;
   - use only the features available in the free tier of the Game Engine or features that are made available specifically for use in the Challenge as specified;
   - not be altered in any way after submission. To do so will result in immediate disqualification.
   - be accompanied by a written Game Design Document (**GDD**):

- detailing the overall creative process and design goals for the game;
- submitted in one of the following file formats: Microsoft Word for Windows, Microsoft Word for Mac, Rich Text Format (RTF), Portable Document Format (PDF) or a plain text file format.
- An editable GDD outline is provided for entrants. It is not compulsory for Registrants to use this specific document, it is however advisable to follow its headings and structure.

6. **Security and release**

Each Registrant must retain a copy of their Submission. ACER provides no guarantee or warranty as to the confidentiality or security of any Submission. Each Registrant specifically RELEASES ACER from any claims or liability relating to breach of confidentiality or any loss or damage to the Registrant's Submission.

7. **Winning Submissions**

A prize will be awarded for each Submission judged to be the best in its Category Awarding of prizes will occur in three phases as follows:

- **Phase One:** judges will review the Submissions to identify those that are complete with a playable, operational game and completed GDD. Submissions that appear to be complete and to satisfy the entry requirements, will automatically be included in Phase Two of the judging.
- **Phase Two:** judges will review and score all games and GDD's included in Phase Two. Games will be judged based on the weighted criteria of the Game Judging rubric. The GDD will be judged based on the weighted criteria of the GDD judging rubric. Up to five (5) of the highest scoring Submissions in each Category will go through to the final round of judging, Phase Three.
- **Phase Three:** a panel of judges will review and independently score all games and GDD's. Once again the all Games and GDD's will be judged based on the weighted criteria of the Game and GDD judging rubrics.

The decision of the judges at each phase of judging is both final and confidential, and no correspondence will be entered into.

8. **Prizes**

Prizes will be decided at the offices of ACER 19 Prospect Hill Road Camberwell Victoria by the 12 September 2021. The decision as to prizes will be in ACER's absolute and sole discretion and will be final with no correspondence entered into.

Prizes will consist of a device from our Innovation sponsor, where such a sponsor is present and entered into an agreement with the Australian STEM Video Game Challenge.

Mentors of winning Submissions will be advised personally via email and phone and will have their name, school and state/territory of residence published on the STEM Games website.

Should any winning Registrant not claim the relevant prize in accordance with the above, the relevant prizes shall be deemed unclaimed and forfeit. Such forfeited prizes or their equivalent monetary value will be retained by ACER for allocation to another Registrant determined in accordance with these Rules.

9. **Disqualification**

ACER may, in its sole discretion refuse, disqualify any and all Applicants or Registrants from, and prohibit further participation, in the Challenge, if they act in violation of these Rules or in any way, in connection with the Challenge, engages in misconduct. What constitutes misconduct being in the sole discretion of ACER.

10. **Termination**

If for any reason the Challenge or any part thereof is not able to be conducted ACER may in its sole discretion cancel, terminate, modify or suspend the Challenge, or invalidate any affected applications or registrations, subject to the approval of the relevant gaming authorities, if required.

11. **Intellectual Property**

The intellectual property in any Submission created by any Registrants remains vested in the relevant Registrant.

12. **License**

Registrants grant ACER and its personnel, contractors and agents an irrevocable, worldwide, non-exclusive, royalty free, fully paid up LICENCE (including the right to sublicense) to use, publish, reproduce, communicate and broadcast the Submission and any other material the Applicant supplies ACER for the purposes of the Challenge and the intellectual property in the same for the purposes of: the Challenge; to conduct of future Challenges; and for purposes directly or indirectly related to the Challenge and future Challenges.

13. **Moral rights consent and waiver**

Registrants IRREVOCABLY CONSENT to (or waive any rights in respect of) ACER or its agents or licensees performing any act or making any omission relating to their Submission concerning attribution of authorship (whether correctly attributed or not) or its use in connection the Challenge in any context.

14. **Warranties**

Registrants WARRANT:

- that Registrant has the sole and full right and authority to accept these terms and conditions and enter into the Challenge and grant the rights set out in this Agreement;
- the Submission will be made by the Registrant solely and specifically for the Challenge or as part of another educational activity undertaken within an educational environment;
- the Submission will comply with these Rules;
- no part of the Submission is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the Submission will not violate any rights of any person, firm or corporation;
- that they have obtained all necessary rights, licences, permissions and consents in respect of any third party material included in any Submission to use such third party material for the purposes of the Challenge and for ACER and its personnel, contractors and agents to use, sublicense, publish, reproduce, communicate and broadcast for the purposes of the Challenge, conduct of future Challenges and purposes directly or indirectly related to such any third party material on a worldwide, non-exclusive, royalty free, fully paid up and irrevocable basis (consents shall include moral rights consents (and where applicable waivers) for the commission or omission of any act that may otherwise constitute an infringement of a third party's moral rights); and
- the Submission is not the subject of any litigation nor is it threatened by any claim or litigation.

15. **Indemnity**

Registrants INDEMNIFY, RELEASE and HOLD HARMLESS ACER and its related companies, personnel, contractors and agents on a continuing basis in respect of any loss, expense, cost (on a full indemnity basis) or damages arising as a result of any claim or threatened claim by an Registrant or a third party that its intellectual property rights or moral rights have been infringed as a result of any activity or omission of ACER, its related companies, personnel, contractors, agents and the Applicant in connection with the Challenge.

16. **Limitation of Liability**

ACER makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, ACER is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by ACER or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of ACER or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

17. **Privacy**

By entering the Challenge Mentors and Registrants CONSENT to ACER:

- Collecting and recording their personal information (including sensitive information such as ethnic origin or health information) provided by the Mentor or Registrant;
- publishing the winning Registrant's name, images, school name and state/territory of residence in such promotional activity and materials as ACER may require;
- using Mentor's and Registrant's personal information provided for:
  - the administration and evaluation of current and future Challenges;
  - direct marketing purposes;
  - disclosing personal information (including sensitive information) to its contractors, agents and other persons for the purpose of them assisting ACER with administration of the current and future Challenges.

Should Mentor or Registrant not wish to consent to the any or all of the above please contact the STEM Video Game Challenge Project Director in writing by email to **contact@stemgames.org.au**

Each time ACER sends Mentors or Registrants direct marketing communication ACER will provide them with a simple way to 'opt out' of receiving similar communications in the future. Mentors and Registrants may also inform ACER that they do not wish to receive any further communications or change any personal information ACER may have on record by contacting STEM Video Game Challenge in writing by email to **contact@stemgames.org.au**

18. **Privacy Statement**

Any Personal Information Mentors or Registrants provide is private, confidential and will be treated according to any applicable law. Such Personal Information will only be used for the purposes specified in these Rules. Should the Mentor or Registrant not provide the personal information required for the Challenge or give the consents above then any application for registration or submission may not be considered for the purposes of participating in the Challenge.

ACER is bound to comply with the Privacy Act 1988 (Cth) and its ACER Privacy Policy is locatable at **www.acer.edu.au/about/acer-privacy-policy**.

ACER will not disclose Mentor's or Registrant's personal information to any person or organisation located overseas.

The policy sets out the Mentor's and Registrant's rights and processes to: complain about a breach of privacy: access and have amended their personal information held by ACER. Mentor's and Registrant's involvement is voluntary and they are free to withdraw consent at any time. Should Mentors or Registrants have any queries please contact STEM Video Game Project Director in writing by email to **contact@stemgames.org.au**