

2023 Premier's Coding Challenge

Official Rules

1. Challenge promoter

- 1.1 The State of Queensland through **Department of Education** (ABN: 76 337 613 647) (the State, We, Us, Our) is conducting a competition.
- 1.2 Our contact details are:

<i>Contact:</i>	<i>STEM Team</i>
<i>Postal</i>	<i>Education House</i>
<i>Address:</i>	<i>30 Mary Street, Brisbane QLD 4000 Australia</i>
<i>Email:</i>	<i>coding.competition@qed.qld.gov.au</i>

2. The Challenge

- 2.1 The **Premier's Coding Challenge** (Challenge) is an initiative of **#codingcounts**, a support plan of *Advancing education: An action plan for education in Queensland*.
- 2.2 Information about the Challenge, including the judging criteria and Entry Specifications, are available at qld.gov.au/codingcompetition. Information and instructions on how to enter the Challenge that are available on the Challenge's website, the judging criteria and Entry Specifications form part of these Official Rules. In the event of an inconsistency in interpretation, the following order of hierarchy applies:
 1. Official Rules
 2. Entry Specifications
 3. Judging criteria
 4. Information and instructions on the Challenge's website.

3. Eligibility

- 3.1 "You" means a person participating in the Challenge and, unless context otherwise requires, includes the participant's parent/guardian.
- 3.2 You are eligible to register and participate in the Challenge if You are:
 - a) a Queensland State or non-State school student or a home education student under the *Education (General Provisions) Act 2006* in Years 3, 4, 5, 6, 7, 8, 9, or 10 in 2023; and
 - b) if You are under the age of 18, You have evidence of Your parent/guardian's consent to participate.

4. Registration

- 4.1 The Challenge is open between 8:30am Australian Eastern Standard Time (AEST) on **Thursday 19 January 2023** and 5pm AEST on **Friday 8 September 2023**.
- 4.2 You may start working on your digital solution as soon as the Challenge is open but You will not be able to register or submit your Entry for the Challenge until the submission portal opens
- 4.3 The submission portal will be open between 9:00am Australian Eastern Standard Time (AEST) on **Monday 6 March 2023** and 5pm AEST on **Friday 8 September 2023**.
- 4.4 An online registration link will be provided on Our Challenge page qld.gov.au/codingcompetition once the submission portal is open.
- 4.5 You must register using the submission portal to submit an Entry into the Challenge.
- 4.6 If You are under the age of 18, You must have and provide evidence of Your parent/guardian's consent to register and enter in the Challenge.
- 4.7 You can register as an individual or as a team of 2 people.

- 4.8 To register as a team, each individual team member must:
- a) be in the same two year band (Years 3-4, Years 5-6, Years 7-8, or Years 9-10);
 - b) complete individual registration for the Challenge, including obtaining and providing parental consent; and
 - c) then register as a team.
- 4.9 By submitting Your registration online You and Your parent/guardian agree to comply with these Rules.
- 4.10 There is no fee charged by Us to participate in the Challenge.

5. Entry Submission

- 5.1 You must submit your Entry via the submission portal by the close of the Challenge to be eligible.
- 5.2 You may only enter once as either an individual or as a team, not both.
- 5.3 Each Entry must:
- a) be only one per registrant or, if registered as a team - one per team;
 - b) comply with the Entry Specifications; and
 - c) be made and submitted in accordance with these Rules.

6. Participation

- 6.1 You must comply with the licence agreements for any applications You use in creating the digital solution.
- 6.2 You are responsible for the creation of, or obtaining permission to use, all content (including digital content) in the work You submit to the Challenge.
- 6.3 You must clearly identify any intellectual property of digital content derived from applications or third party content used in the creation of Your digital solution and obtain appropriate licences/permission.
- 6.4 If digital content has been adopted from collaborative spaces such as online forums where you are provided permission to use the digital content in the manner You propose, You must provide acknowledgement and provide an appropriate link to the source.
- 6.5 It is Your responsibility to provide evidence in writing that the original content creator has licensed any content (including digital content) not created by You. You may be required to provide Us with such evidence if requested.
- 6.6 Entries submitted with third-party digital content, without evidence of third party licence, may be excluded from judging.
- 6.7 Copyright and any other intellectual property rights in the content included in the Entry must be owned by or licensed to You. The original digital file(s) must be kept for reference, as they may be required to demonstrate this is Your own work.
- 6.8 You agree at all times to conduct yourself in a lawful, professional, ethical, safe and responsible manner that recognises and respects the rights of others.
- 6.9 You must not do anything or become involved in any situation which, in Our reasonable opinion, brings Us or the Challenge into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon Our reputation.
- 6.10 If We decide for any reason that Your Entry or conduct is inappropriate or unacceptable We may disqualify You and terminate Your participation in the Challenge.
- 6.11 The themes and content of each prototype must be considered age appropriate and in accordance with your school and schooling sector's policies.

7. Judging

- 7.1. We will appoint a panel of judges from industry, government, and education sectors to judge the Entries according to these Rules, the Entry Specifications, the judging criteria and any other criteria notified to You by Us.
- 7.2. See gld.gov.au/codingcompetition for the judging criteria for each challenge category.
- 7.3. Entries will be judged on merit alone and the Challenge does not involve an element of chance.
- 7.4. Only completed and valid Entries will be judged.
- 7.5. There are 3 rounds of judging:
 - a) Round 1: A panel of judges will shortlist Entries based on judging criteria;
 - b) Round 2: Shortlisted Entries will be divided up between pairs of judges for scoring against the judging criteria; and
 - c) Round 3: Each judge's top three Entries will then be considered at a judging panel meeting.
- 7.6. At the end of Round 3, the panel of judges will select prize winners in each category.
- 7.7. You agree that decisions in relation to any aspect of the Challenge including determining eligibility of Entries, the shortlist and winners will be final and binding.
- 7.8. We will notify the Challenge winners by email prior to the Awards ceremony.
- 7.9. If you are a winner in the Challenge, you agree to your name, school and year level being published on the Challenge's website, departmental website, #codingcounts webpage Parliamentary media statements site, Premier's and Minister's webpages and social media channels by the State.

8. Prizes

- 8.1 We will award an individual prize and a team prize (1 prize to each team member) in each of the eight categories as follows:
 - a) Primary – Interactive game, app or animation:
 - i. Years 3-4: Scratch;
 - ii. Years 3-4: Open platform;
 - iii. Years 5-6: Scratch; and
 - iv. Years 5-6: Open platform.
 - b) Secondary – Innovative game, app or website:
 - v. Years 7-8: Python or HMTL;
 - vi. Years 7-8: Open platform;
 - vii. Years 9-10: Python, or HTML; and
 - viii. Years 9-10: Open platform.

Total of 24 prizes will be awarded.

- 8.2 Prizes will:
 - a) be decided by Us in Our absolute discretion;
 - b) include a coding or robotics kit;
 - c) include a development prize; and
 - d) be presented at an Awards ceremony announced at later date.
- 8.3 Prizes are not transferable or exchangeable and are not redeemable for cash.
- 8.4 Where we need to post or deliver a prize, we will endeavour to do so using a safe and reliable means where signature is required for receipt. However We can take no responsibility for prizes lost or damaged in transit through no fault of Our own.

9. Intellectual property and other rights

- 9.1 The intellectual property rights in the Entry created by You are not transferred to Us under these Official Rules.

- 9.2 You grant, and must ensure that relevant third parties grant, Us and Our Personnel an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide, transferable licence (including the right to sublicense) to use, publish, reproduce, communicate and broadcast the Entry and any other material You supply to Us for any purpose as We see fit.
- 9.3 You consent to Us and Our Personnel performing any act or making any omission that may constitute an infringement of Your moral rights.

10. Personal information and privacy

- 10.1 We will deal with Your personal information in accordance with information privacy laws applying to Us including, but not limited to, the *Information Privacy Act 2009 (Qld)*.
- 10.2 We may collect, record, store, use and disclose personal information about You for the purpose of promoting and conducting the Challenge.
- 10.3 The personal information about You (of both students and parents) we deal with may include:
- Your first and last name;
 - Your gender (if you provide this);
 - Your Aboriginal and/or Torres Strait Islander status (if you provide this);
 - Your email address;
 - Your school; and
 - Your school year level.
- 10.4 You agree that Your personal information and digital files will be stored by the provider identified in the Third Party Website Consent form at Schedule 1 for the purpose of completing Your Registration and You agree that this information may be stored outside of Australia.
- 10.5 You agree that We may disclose Your personal information and digital files to the judges and administrators of the Challenge and also to Your school and schooling sector administration for the purpose of conducting, administering and judging entries in the Challenge.
- 10.6 You agree that if you are a winner:
- We may publish your personal information on Our website to announce you as a winner. This is a public website viewable by all and may remain viewable in years after the conclusion of the Challenge;
 - Your Entry and personal information will be displayed at the Awards ceremony, to which there are numerous attendees; and
 - Your personal information may be disclosed to the Premier of Queensland and to the Minister for Education who may make announcements about the Challenge and publish Your personal information within Parliamentary Media releases or on the Premier and Minister for Education's social media channels.
- 10.7 Your personal information may be used by, or disclosed to, third parties without notice to You if authorised or required by law.
- 10.8 You are not obliged to provide personal information to Us but if You do not provide the personal information We will be unable to accept Your registration in the Challenge.
- 10.9 If You wish to access or correct any of Your personal information or discuss how it has been dealt with You may send a request to Us using Our contact details above.

11. Warranties

- 11.1 You represent and warrant to Us that Your Entry:
- is Your (that is, the student's) original work, is not copied from another and that You have obtained all necessary rights, licences, permissions and consents in respect of any third party material included in the Entry to use such third party material for the purposes of the Challenge and grant to Us and Our Personnel the rights referred to in Rule 9.2;

- b) does not contain anything that might give rise to a claim of infringement of any rights including, without limitation, intellectual property rights or moral rights;
- c) does not contain offensive content (including sexually explicit, racially vilifying, defamatory, discriminatory or violent content); and
- d) if Your Entry includes Your personal information or that of any other person, all informed consent to the recording, storage, use and disclosure of that personal information in Your Entry has been given by the relevant persons.

12. Release, discharge and immunity

- 12.1 To the extent permitted by law, We shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this promotion or in connection with accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.
- 12.2 We and Our Personnel assume no responsibility for any error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, Entries.
- 12.3 We and Our Personnel are not responsible for any problems or technical malfunction of any telephone network or lines, computer networks and systems, servers, or providers, computer equipment, software, failure of any e-mail on account of technical problems or traffic congestion on the internet or at any web site, or any combination of them, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Challenge.
- 12.4 You release, discharge and indemnify Us and Our Personnel from and against any Claim incurred by any of them (whether in contract, tort including negligence, or otherwise) in connection with:
 - a) Your failure to comply with an applicable law;
 - b) Your wilful default or misconduct;
 - c) any Claim of intellectual property rights or moral rights infringement relating to Your Entry;
 - d) breach of any warranty given by You in this document; or
 - e) any Claim by a third party relating to Your participation in the Challenge, except to the extent that We or Our Personnel caused or contributed to the Claim.

13. General

- 13.1 **Cancellation:** We reserve the right to cancel the Challenge at any time without compensation if circumstances arise outside of Our control, or if it is necessary due to intervening events that present significant operational impediments to the running of the Challenge.
- 13.2 **Costs:** You are solely responsible for the costs You incur in Your participation in the Challenge.
- 13.3 **Decisions:** You agree that where We or the panel of judges make a decision relating to the Challenge we do so in Our discretion and We do not need not give any reasons for any decision made.
- 13.4 **Electronic communication:** You agree that We will communicate with You by email and other electronic means. You acknowledge that electronic communications, unless adequately encrypted, are not secure and may be viewed by others or interfered with. You acknowledge that We accept no responsibility for the security or integrity of any information communicated between You and Us over the internet or by other electronic means.
- 13.5 **Entire agreement:** These Rules and the documents and information forming part of these Rules set out all the parties' rights and obligations relating to the subject matter, and they replace all earlier representations, statements, agreements and understandings unless stated otherwise.
- 13.6 **Governing Law:** These Rules are governed by the laws of Queensland and the parties submit to the nonexclusive jurisdiction of the courts of Queensland.

- 13.7 **Relationship:** You agree that participating in the Challenge does not involve any representation or expectation for any future involvement with Us. Your participation in the Challenge does not create any partnership, contract of employment or employment relationship, joint venture, or relationship of principal and agent between You and Us.
- 13.8 **Variations:** We may change these Rules at any time if we consider we need to change the Rules to maintain the integrity of the Challenge. We will use reasonable endeavours to notify You of such changes either by notifying You in person or by sending You an email and posting this on our website.

14. Definitions

- 14.1 **Claim** means claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages or expenses, including those arising out of the terms of any settlement.
- 14.2 **digital content** means any sections of code (visual or text), audio elements including sound effects or music, or visual elements including sprites or graphics.
- 14.3 **Entry** means any material whether or not in physical form that is created, written, performed, developed or otherwise brought into existence by You that You provide to Us as part of Your participation in the Challenge but excludes material, including applications, subject to third party rights.
- 14.4 **Entry Specifications** means the requirements to submit a valid Entry in the Challenge and what You must do to participate, published at qld.gov.au/codingcompetition.
- 14.5 **intellectual property** means all copyright, trade mark, design, patents, and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after Your participation in the Challenge.
- 14.6 **moral rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth).
- 14.7 **personal information** has the meaning given in the *Information Privacy Act 2009 (Qld)*.
- 14.8 **Personnel** means Our officers, directors, employees, agents, subcontractors and volunteers who help us conduct the Challenge.

Schedule 1

Third Party Website Consent Form

Once a submission portal provider has been appointed this form will be populated with the relevant information. Students may begin creating digital solutions for the Premier's Coding Challenge as soon as the challenge is launched. Students may register and submit their entries once the submission portal opens.

We will use the Award Force website to register participants and store personal information and Entries during the Challenge.

Name of Provider:	Award Force
Type of Service:	Award Force management software SAAS platform that facilitates submission and judging of entries in the 2023 Premier's Coding Challenge.
Website:	https://codingcomp.awardsplatform.com/
Terms of Use:	https://www.creativeforce.team/tos/
Privacy Policy:	https://www.creativeforce.team/privacy-policy/
File Storage:	AWS serves in Sydney, Australia

All personal information entered at registration will be stored on the Award Force site and may be downloaded by Us for the purpose of running the Challenge and data analytics. You will receive communication from Us directly and via Award Force for the purpose of conducting the Challenge. You are not obliged to consent to Award Force storing Your information. However, if You do not consent You will not be able to register for the Challenge.

If You wish to access or correct any of Your personal information or discuss how it has been dealt with You may send a request to Our contact details:

2023 Premier's Coding Challenge
Education House
30 Mary Street,
Brisbane QLD 4000 Australia
coding.competition@qed.qld.gov.au