

## **ROYAL AUSTRALIAN AIR FORCE HERITAGE AWARD FOR LITERATURE**

### **TERMS AND CONDITIONS OF ENTRY**

1. Information on how to enter the Royal Australian Air Force Heritage Award for Literature (the '**Competition**'), the laws and policy relating to the collection of personal information, and the details relating to the prize form part of these Terms and Conditions.
2. The Competition is administered by the Commonwealth of Australia as represented by the Department of Defence History and Heritage Branch – Air Force (the '**Commonwealth**').
3. The Competition opens for entries from on 1 April 2020 at 00:01 AM AEST and closes on 30 June 2021 at 11:59 PM AEST ('**Entry Period**').
4. To enter the Competition, you must be an Australian citizen or a permanent resident of Australia.
5. To enter the Competition you must, during the Entry Period, submit a manuscript that relates to the history and/or heritage of the Royal Australian Air Force, and meets the following mandatory requirements:
  - a. Be complete and finished;
  - b. Comply with the *History & Heritage – Air Force House Style* (available upon request by e-mail to [airforce.history@defence.gov.au]);
  - c. The *Australian Government Style Manual: For Authors, Editors and Printers* (available in print from various online book retailers);
  - d. Comply with the Macquarie English Dictionary (7<sup>th</sup> Ed); and
  - e. Be between 40,000 and 100,000 words.
6. The manuscript submitted to the Competition must be on one of the following topics:
  - a. Cold War
    - (1) Cold War activities (eg Operation GATEWAY, Confrontation and Malayan Emergency, etc);
    - (2) SE Asia (SEATO) involvement.
  - b. UN commitments, including peacekeepers (1947 onward) and HADR
  - c. Post-war transitions – the 50s and 60s in the Air Force as a period of force regeneration and force rebalance.
7. By submitting a manuscript to the Commonwealth you are entering the Competition. Entering the Competition constitutes acceptance of these Terms and Conditions.
8. It is highly desirable that any images (e.g. photographs, maps, illustrations and drawings) submitted with the manuscript for the Competition be provided as final, high-resolution images.
9. The judging will be conducted by an Advisory Committee comprised of selected Air Force Personnel. The final decision will be made by the Chief of Air Force. This is a competition of skill, and chance plays no part in determining the successful entrant(s). Each entry will be individually judged, based on the literary, creative and educational merit of manuscript. The judges may select additional reserve entries (in addition to the initially selected winning entries), which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
10. There will be a maximum of three (3) successful entries who will receive a monetary prize (the '**Prize**') as follows:
  - a. First place: \$25,000

- b. Second place: \$15,000
  - c. Third place: \$10,000
11. Successful entrants will be advised in writing no later than 1 November 2021. If accepted, successful entrants will be required to agree to enter into a manuscript publishing agreement with the Commonwealth. A copy to the proposed agreement may be provided on request by e-mail to [airforce.history@defence.gov.au]). If the successful entrant(s) decline on the basis of the proposed a manuscript publishing agreement, then the Prize will be forfeited and will be awarded to another entrant ranked next best on the order of merit.
  12. The Commonwealth may at its sole discretion decide not to award any Prize on the basis that there are no suitable entries to the Competition.
  13. You will be automatically disqualified from the Competition and become ineligible to claim the Prize in circumstances where other source material or intellectual property belonging to a third party is used without the appropriate permissions in your manuscript. By entering the Competition, you:
    - a. warrant to the Commonwealth that your entry is an original literary work by you that does not infringe the rights of any third party;
    - b. warrant to the Commonwealth that neither the entry (nor its submission) nor any images or photographs provided or arranged will breach any law or regulation or the rights of any third party (including any privacy or intellectual property law); and
    - c. indemnify the Commonwealth and licensees against any loss, injury or expense arising out of any claim by third parties that any of the above warranties has been breached.
  14. Furthermore, by entering the Competition you consent to:
    - a. conduct, which would constitute an infringement of your moral rights as defined in the Copyright Act 1968 (Cth); and
    - b. the Commonwealth using your name, likeness, image and/or voice, including photograph, film and/or recording of the same in any media, including on any social media platform, for an unlimited period without remuneration for the purpose of promoting this Competition (including any future competitions), and promoting any product associated with, manufactured, distributed and/or supplied by the Commonwealth.
  15. Incomplete, indecipherable or ineligible entries will be deemed invalid. The Commonwealth reserves the right to verify the validity of entries and entrants (including the entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with or breaches these conditions of entry, who tampers with the entry process or who submits an entry that the Commonwealth, in its sole discretion deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Competition. Failure by the Commonwealth to enforce any of its rights at any stage does not constitute a waiver of those rights. The Commonwealth reserves its legal rights to recover damages and/or other compensation from a person whom is in breach of the Competition Terms & Conditions or whom engages in any unlawful or improper conduct calculated to jeopardise the fair and proper conduct of the Competition.
  16. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Commonwealth, the Commonwealth reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition as appropriate.

17. Any cost associated with preparing the manuscript or associated materials will be borne by you.
18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the various States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Commonwealth (including its respective officers, employees and agents) excludes all liability for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the competition. The exclusions under this clause 21 do not extend to any negligent acts or omissions of the Commonwealths (including its respective officers, employees and agents).
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Commonwealth (including its respective officers, employees and agents) is not responsible for, and excludes all liability for, any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction; (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Commonwealth) due to any reason beyond the control of the Commonwealth; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the competition is cancelled or postponed for reasons beyond the control of the Commonwealth, (f) any tax liability incurred by a Winner or Eligible Entrant or (g) any use of a Prize. The exclusions under this clause 18 do not extend to any negligent acts or omissions of the Commonwealths (including its respective officers, employees and agents).
20. The Commonwealth collects personal information (“PI”) in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, and service providers for the purposes of the promotion and/or future promotions. Entry is conditional on providing this PI. The Commonwealth will also use and handle PI as set out in its Privacy Policy, which can be viewed by following the prompts at <http://www.defencejobs.gov.au/global/copyrightandprivacy.aspx>. In addition to any use that may be outlined in the Commonwealth’s Privacy Policy, if the Eligible Entrant opts in at the time of entry, the Commonwealth may, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. The Privacy Policy also contains information about how you may opt-out, access, update or correct your PI, how you may complain about a breach of the Australian Privacy Principles, or any other applicable law, and how those complaints will be dealt with. The Commonwealth will not disclose Eligible Entrant’s PI to any entity outside of Australia.
21. This Competition, and the conduct thereof, is governed by the laws of the Australian Capital Territory (ACT).