



AANZFTA Competition Law Essay Contest



TERMS AND CONDITIONS OF ENTRY

***IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE ENTERING THE COMPETITION***

1. The Australian Competition and Consumer Commission's ('ACCC') AANZFTA Competition Law Essay Contest (the 'Contest') is open to the following two categories of Entrants:
 - a) AANZFTA Undergraduate category:
 - i. Must be a passport holder of at least one of the AANZFTA member countries (Australia, Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, New Zealand, Philippines, Singapore, Thailand or Vietnam); and
 - ii. Must be currently enrolled in a bachelor degree in economics, commerce, law, international studies or a related field, from an accredited university.
 1. An accredited university for the purpose of these Terms and Conditions is a university that operates under the relevant national framework of Government laws and regulation. This includes laws that govern Government funding, student loans and reporting requirements. In addition, must also be compliant with any relevant national regulator.
 - b) Open category:
 - i. Must currently hold a professional position in economics, commerce, law, international relations or a related field, in one of the ASEAN Member States, Australia or New Zealand; or
 - ii. Must be a passport holder of at least one of the AANZFTA member countries (Australia, Brunei Darussalam, Cambodia,



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Indonesia, Lao PDR, Malaysia, Myanmar, New Zealand, Philippines, Singapore, Thailand or Vietnam); and

1. have been awarded at least a bachelor degree in economics, commerce, law, international studies or a related field, from an accredited university; or
 2. be enrolled currently in a Masters or Doctorate level degree in economics, law, international studies, or a related field, from an accredited university.
2. Employees of the ACCC, its contractors and the immediate family members of such employees and contractors may not enter the Contest. Immediate family member means spouse, de facto partner, child, grandchild, parent, grandparent and sibling (and their spouses and de facto partners).
 3. ACCC reserves the right to verify the eligibility of each Entrant and to exclude and/or disqualify any Entrant who it considers does not meet the eligibility requirements. By entering the Contest, the Entrant warrants that he or she is eligible.
 4. Entrants to the Contest shall be deemed to have accepted these Terms and Conditions. The ACCC reserves the right to disqualify any entry or Entrant that it considers to be non-compliant with these Terms and Conditions without notice.
 5. To enter the Contest, Entrants must submit one essay in 12 point Times New Roman font that addresses one of the Contest sub-themes in the appropriate category. The essay must be accompanied by the following details:
 - a) the Entrant's full name and the names of any other author/s of the essay, where it was written by a team;
 - b) either :
 - i. the name and address of the Entrant's university and the name of the course the Entrant is studying or degree they have completed; or
 - ii. the name and address of the Entrant's place of professional employment, and their position.
 - c) the Entrant's email address;
 - d) the Entrant's best contact phone number;
 - e) the Entrant's essay title;
 - f) the word count of the Entrant's essay;
 - g) an abstract of the Entrant's essay of no more than 250 words; and



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- h) confirmation that the Entrant has read and accept the Terms and Conditions of Entry,
 - i) consent for ACCC to publish the full name of the Entrant, and the name and location of the Entrant's current university or place of professional employment, on ACCC, ASEAN Secretariat, AANZFTA and related channels, including but not limited to, ACCC's website, ACCC social media accounts, ASEAN Secretariat website, ASEAN Secretariat social media, and the AANZFTA website.
6. The submission must be submitted via <https://gems.eventsair.com/aanzfta-competition-law-essay-contest/submission-portal>
7. Any questions about how to enter or in connection with the Contest should be sent to: clip@acc.gov.au with 'AANZFTA Competition Law Essay Contest Enquiry' as the subject line.
8. Entrants are responsible for the cost (if any) of submitting their entry and any associated or consequential costs.
9. ACCC will not accept essays that have been previously submitted to any other essay competitions or have been published in any form or via any channel previously.
10. The opening date and time of the Contest is 24 June 2021 at 12.01pm (Australian Eastern Standard Time (AEST)). The closing date and time of the Contest is 6 September 2021 at 5:00pm (AEST). ACCC reserves the absolute discretion to admit submissions received after the closing date and time of the Contest in appropriate circumstances.
11. ACCC will accept no more than one essay from each individual who enters the Contest (whether written solely by them or as part of a team). The person submitting the essay must have written at least a material part of the essay. Entries which ACCC considers to have involved fraudulent practices, such as but not limited to using false email addresses, plagiarism, or any other illegitimate behaviour to gain advantage over other Entrants, will be disqualified from the Contest.
 - a) Entrants' essays must not contain any third-party copyright materials and/or content that the Entrant does not have permission to use, must not include obscene, defamatory, distasteful or offensive language, not breach of any applicable law or regulation, or breach any confidentiality obligations owed by the Entrant to third parties.
 - b) Entrants indemnify the ACCC in respect of, and hold it harmless from, any and all claims by any third party arising out of the use (including,



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but not limited to, publication) of the Entrant's entry, including but not limited to claims of infringement or violation of the intellectual property or privacy rights of the third party. The indemnity provided by each Entrant will cover all legal costs incurred by the ACCC, as well as any damages or other amounts payable to third parties.

12. By submitting an entry to the Contest, you (the Entrant) grant ACCC and the East Asia Forum and AsiaLink ("Partner Publications"):
- a) Permission for your essay to be published by the Partner Publications in any of their respective media, *and/or the Virtual ASEAN Competition Research Centre*.
 - b) A non-exclusive, irrevocable, royalty-free, worldwide, non-transferable, perpetual licence to use, republish, edit, copy and/or modify your Contest entry in any medium (including in electronic format, and hard copy).
 - c) The right to use your name and the name and location of your place of study or employment, for the purpose of identifying you as the author of your entry and/or as a winner of the Contest, without payment of any consideration beyond what is provided for in these Terms and Conditions and except where prohibited by law. This includes, but is not limited to, announcing the result of the Contest and publishing the name of the winners and the name and location of the place of study or work, on the ACCC website, ACCC social media accounts, ASEAN Secretariat website, ASEAN Secretariat social media accounts, AANZFTA website, AANZFTA social media accounts and in any medium by the *Partner Publications*.
13. In order to use entries as intended and as set out in these Terms and Conditions
- a) ACCC and Partner Publications may need to modify entries, including but not limited to publishing excerpts. ACCC and Partner Publications shall endeavour in undertaking such modifications to maintain the integrity of each entry; and
 - b) ACCC and Partner Publications shall identify the authors of all entries published (to the extent notified to them at the time of entry).
 - c) ACCC and Partner Publications may use as far as reasonable any of the information submitted by the Entrant.
14. Personal information provided by the Entrant will be handled by ACCC in accordance with its obligations under the *Privacy Act 1988* (Cth) (Privacy Act)



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and stored by ACCC on a secure electronic database. Personal information collected by ACCC includes your name, contact details, the name of your university or workplace, and details of your education being undertaken or completed.

15. ACCC is collecting your personal information for the purposes of the AANZFTA Competition Law Essay Contest. ACCC will not disclose your personal information to entities outside ACCC unless necessary for the purposes of the Contest, or compelled or authorised to do so by law.
16. For further information on how ACCC will handle your personal information, including how you can access and seek correction of personal information that ACCC holds about you; please consult our Privacy Policy at <https://www.accc.gov.au/about-us/using-our-website/accc-aer-privacy-policy>
17. A judging panel will choose one or more top-placed entry/ies from all of the valid Contest entries received on each sub-theme within each entry category.
18. The decision of the top-placed entry/ies of the Contest in each sub-theme in both categories is at the complete discretion of the judging panel.
19. Entries will be assessed against the following criteria:
 - a) Conceptual link to proposed theme (30%)
 - b) Substantiation of concept (30%)
 - c) Understanding and explanation of why topic is a significant issue for competition authorities (20%)
 - d) Clarity of expression and language, referenced in the correct manner (20%)
20. The top-placed entries in each category of the Contest will be chosen following the Contest closing on 06 September 2021 at 5:00pm (AEST). The decision is final and binding on every Entrant and no correspondence will be entered into with unsuccessful Entrants.
21. The top-placed Entrant/s in the Open category will have the opportunity to virtually present their essay to the ASEAN Competition Committee at its December 2021 meeting, or else a suitable alternative, and their entry will be submitted by the ACCC to one of the Partner Publications to be considered for publishing.
 - a) The ACCC is not responsible for the outcomes or costs if any associated with any process engaged in by the Entrant/s with the Partner Publications regarding publication or otherwise.



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22. The top-placed entry/ies in the Undergraduate category in each sub-theme will be submitted to the Partner Publications, for their entry to be considered for publishing.
 - a) The ACCC is not responsible for the outcomes or costs if any associated with any process engaged in by the Entrant/s with the Partner Publications regarding publication or otherwise.
23. ACCC will notify the top-placed Entrant/s by email as soon as practical. If ACCC is unable to contact a top-placed Entrant following three attempts, that top-placed Entrant will forfeit their award and ACCC and judging panel reserve the right to select another top-placed Entrant from the relevant category, in accordance with these Terms and Conditions.
24. ACCC reserves the right to reasonably vary, amend, delete or supplement any of these Terms and Conditions, by publishing a notice on its website. An Entrant's continued participation in the Contest amounts to acceptance of any revised Terms and Conditions. Entrants and potential Entrants should check <https://gems.eventsair.com/aanzfta-competition-law-essay-contest/#competition-guidelines> on a regular basis for any changes to these Terms and Conditions. If an Entrant does not agree to a change, they may withdraw from the Contest by sending an email to clip@acc.gov.au with the subject line 'Request: Withdrawal from the AANZFTA Competition Law Essay Contest'.
25. ACCC reserves the right to, for any reason and without any obligation to state a particular reason, cancel, terminate, modify or suspend the Contest. In the event of such cancellation, termination, modification or suspension, ACCC may at its absolute discretion elect not to pick a winning Entrant/s for each sub-theme in each category of the Contest. The decision of ACCC to cancel, terminate, modify or suspend the Contest will not give rise to any liability to pay compensation or any other amount to any Entrant/s, potential Entrant/s or other person.
26. These Terms and Conditions shall be governed by the laws of the Australian Capital Territory, Australia.