

## **The Jim Sharman Future Award - Terms and Conditions**

By submitting an application for the Jim Sharman Future Award (the “award”), you (the “Applicant”) agree to the following terms and conditions. Please read these carefully before submitting your application.

### **1. Eligibility**

- 1.1 Applicants must be aged 16–30 as of April 30, 2025.
- 1.2 Applicants must be permanent residents or citizens of Australia, citizens of Asia-Pacific countries, or dual nationals with one nationality from an Asia-Pacific country. Temporary residents of Australia are eligible only if they hold citizenship of an Asia-Pacific country.
- 1.3 Employees of NIDA, judges, and their immediate family members are ineligible to apply.
- 1.4 Applications from individuals, groups, or collectives are welcome. For group applications, the lead member must meet the eligibility criteria and serve as the primary applicant. All other members must demonstrate their relevance to the project.
- 1.5 Applicants under the age of 18 must obtain the written consent of a parent or legal guardian to apply for the award. This consent must accompany the application and includes acknowledgment of the Terms and Conditions on behalf of the minor.

### **2. Application Submission**

- 2.1 Applications must be submitted by the deadline: March 24, 2025, 11:59 PM AEST. Late submissions will not be accepted unless due to exceptional circumstances, as reasonably determined by NIDA.
- 2.2 Applications must address all questions outlined in the submission guidelines. Submissions may be in any format, including video, audio, written documents, animation, or interactive media, as long as they meet the required length and content criteria.
- 2.3 Each applicant or group may submit more than one application, provided that each application represents a distinct idea or project.

### **3. Intellectual Property**

- 3.1 Applicants retain full ownership of their ideas and intellectual property rights.
- 3.2 Applicants acknowledge that while NIDA will treat ideas with confidentiality, basic ideas may not be subject to copyright under Australian law. Applicants are encouraged to familiarise themselves with intellectual property protections.
- 3.3 Applicants are encouraged to seek appropriate legal protections, such as patents, for product-based ideas before public presentations.
- 3.4 NIDA will not use or share applicants’ ideas without consent except for evaluation and publicity as outlined in Section 7.

### **4. Award Disbursement**

- 4.1 The award provides AUD\$50,000 in funding, disbursed in instalments tied to project milestones.
- 4.2 Funds must be used for the purposes outlined in the approved project plan.
- 4.3 A portion of the funds may be allocated to reasonable living expenses directly related to the project. These expenses must be outlined in the approved project plan and approved by NIDA (acting reasonably).

4.4 Recipients must submit progress reports at agreed intervals, detailing fund usage and project progress. Misuse of funds, failure to meet agreed milestones, or failure to provide reports may result in termination of funding and/or reimbursement of disbursed amounts.

4.5 For recipients under 18, progress reports must be co-signed by their parent or legal guardian.

4.6 Award funds disbursed to recipients under 18 will be managed through a joint account held by the recipient and their parent or legal guardian. The parent or guardian must approve any single expenditure exceeding AUD\$1,000.

4.7 The recipient (and parent or legal guardian if recipient is under 18) acknowledges and agrees that any taxes, levies, duties, or other charges or obligations imposed under the laws of the recipient's country of residence in relation to the receipt or use of the award monies are the sole responsibility of the recipient. NIDA accepts no liability for any such obligations and recommends that recipients seek independent financial or legal advice regarding their individual circumstances.

## **5. Obligations of Award Recipients**

5.1 Recipients must submit progress reports at agreed intervals, including financial reporting on fund usage.

5.2 Recipients must communicate any significant changes to their project plans or timelines.

5.3 Finalists must participate in the live pitch event on April 29<sup>th</sup> or 30<sup>th</sup>, 2025 (date TBC) either in person or via live stream. NIDA will work with finalists facing significant challenges to ensure equitable participation, including alternative arrangements if necessary.

5.5 Minors participating in live pitch events or other award-related activities must be accompanied by a parent or legal guardian or provide written consent for independent attendance. NIDA will not assume responsibility for the minor's welfare outside of the Finals event on April 29<sup>th</sup> or 30<sup>th</sup>, 2025 (date TBC)

## **6. Judging and Decisions**

6.1 All applications will be reviewed based on the criteria of vision, feasibility, and potential impact.

6.2 Judging decisions are final and not subject to appeal or dispute.

6.3 NIDA and those acting on behalf of NIDA, including the judges, reserve the right, in their absolute discretion, to not award the Jim Sharman Future Award and the associated funding in 2025.

## **7. Publicity and Branding**

7.1 By applying, applicants grant NIDA permission to use their names, images, and project summaries for promotional and educational purposes.

7.2 Finalists and recipients may be required to participate in promotional activities, including interviews, public presentations, and media opportunities.

## **8. Confidentiality and Data Protection**

8.1 NIDA will treat all application materials confidentially and will not disclose details beyond the judging process without consent.

8.2 Personal information collected will be used solely for the purposes of administering the award and in accordance with NIDA's privacy policy.

## **9. Liability and Indemnity**

9.1 NIDA is not liable for any loss, damage, or expense incurred by applicants in relation to the application process or project execution.

9.2 Applicants agree to indemnify NIDA against claims arising from their project activities.

9.3 The parent or legal guardian of an award winner under 18 is not personally liable for the outcomes of the project unless they explicitly assume a managerial or co-leadership role as outlined in the project plan.

## **10. Force Majeure**

10.1 NIDA reserves the right to modify, suspend, or cancel the award process in the event of unforeseen circumstances beyond its control, including natural disasters, pandemics, or other emergencies. NIDA agrees act reasonably in these circumstances and use best endeavours to ensure the rescheduling of the award process (where possible).

## **11. Dispute Resolution**

11.1 Any disputes arising from these terms and conditions will be resolved through mediation in accordance with the laws of New South Wales, Australia.

## **12. Agreement**

By submitting your application, you confirm that:

12.1 You have read and understood these terms and conditions.

12.2 You meet all eligibility criteria and have provided accurate information.

12.3 You accept the decisions of NIDA and the judging panel as final.

### **Signature (for physical submissions)**

**Date:**

**Name:**

### **Electronic Agreement (for online submissions):**

By clicking "Submit," you confirm your acceptance of these Terms and Conditions.