

**TERMS & CONDITIONS**  
**SIR ANTHONY MASON ESSAY COMPETITION 2020**

1. **Game of Skill:** The Sir Anthony Mason Essay Competition (“Competition”) is a game of skill.
2. **The Promoter** is the New South Wales Young Lawyers Public Law and Government Committee (a division of the Law Society of New South Wales), 170 Phillip Street, Sydney NSW 2000 ACN 000 000 699, ph. (02) 9926 0333 (“Promoter”).
3. **Deemed Acceptance:** By applying to enter the Competition, all applicants will be deemed to have accepted and agreed to be bound by these terms and conditions.
4. **Who may apply to enter?**  
To be eligible to apply to enter the Competition you must:
  - a. Be over the age of eighteen and;
  - b. Currently enrolled in an Accredited Law Course (i.e. LLB and JD) or in an Accredited Practical Legal Training Course pursuant to section 29 of the Legal Profession Uniform Law (NSW).
5. **Who must not apply to enter?**  
Employees of the Promoter and their immediate families are not eligible to apply to enter.
6. **Application Process**
  - a. Applicants must submit an essay in response to the questions prepared by the Promoter in accordance with this Terms and Conditions.
  - b. All entries must be submitted to [publiclaw.chair@younglawyers.com.au](mailto:publiclaw.chair@younglawyers.com.au)
  - c. The word count must be between 2,000 and 2,500 words.
  - d. The last day for submission of entry is 30 September 2020, 11.59 PM AEST.
7. **Judging**
  - a. All entries will be read and reviewed by the Promoter.
  - b. Entries will be judged based on skill against the following criteria:
    - i. **Thesis 20%** - Developed a sustained thesis or argument articulated in the introduction and maintained throughout the essay.
    - ii. **Legal Knowledge 30%** - Demonstrated understanding of the relevant areas of law in the chosen question and ability to draw together information from different sources to produce original insight.
    - iii. **Critical Analysis 30%**- Demonstrated capacity to think critically at a high level by identifying and critically analysing relevant legal issues.
    - iv. **Communication 20%** - Demonstrated high standard of editing and presentation including clear correct sentence structure, readability, persuasive language and referencing in accordance with AGLC4.
  - c. The decision process regarding the judging of the Competition is final and no correspondence will be entered into or feedback provided.
  - d. The Promoter will select up to three (3) competition winners and will be ranked as First, Second and Third place.
  - e. The Promoter will notify the successful applicants by 5pm on 11 October 2020 by email.
  - f. There will be an Awards Night Event (“Event”) where the winners will be presented with their prizes. The details of this event will be confirmed by the Promoter at a later date. Your attendance at the Event is optional. You must pay your own expenses if you chose to attend the Event. The parties acknowledge the COVID19 pandemic and acknowledge that the Event may or may not be able to proceed in these circumstances.

8. **Disqualification:** The Promoter reserves the right to disqualify an applicant from participating in the Competition
  - a. If, an applicant is in breach of these Terms and Conditions; and/or;
  - b. On reasonable grounds as determined in the Promotor's sole discretion and/or;
  - c. If, the Promotor forms the reasonable opinion that an applicant is putting the integrity of the Competition at risk.
  
9. **Winners Name Published:** The winners' names will be published on the Law Society of New South Wales Young Lawyers Facebook page <https://www.facebook.com/NSWYoungLawyers/>. The winners' names will also be published by the Promoter in various publications and communications, which may include "Monday Briefs", "Debrief" and any emails relating to the Competition.
  
10. **Prize:** The Judges may award up to three prizes. The First-place winner of the Competition will receive \$ 850, plus publication in the AusPubLaw. The Second-place winner will receive a \$500 gift card and the Third-place will receive a \$250 gift card. Any other prizes awarded will be at the discretion of the Promoter. Any prizes awarded are not exchangeable or redeemable for cash.
  
11. **Intellectual Property:** All entries must be an independent creation by the applicant and free from any claim that they infringe any third-party rights. Entries must not have been published previously. (Resist the urge to plagiarise). Applicants consent to the Promoter publishing and promoting their work. The Promoter reserves the right to publish the winners' essays in its entirety. The Applicant grants the Promoter a worldwide, perpetual licence in the copyright in their essay for the above purposes.
  
12. **Privacy:** We respect your privacy and the confidentiality and security of personal information you provide. How we handle your personal information is explained in our Privacy Policy at [www.lawsociety.com.au/privacy](http://www.lawsociety.com.au/privacy) and our Personal Information Collection Notice at <https://www.lawsociety.com.au/privacy-policy/personal-information-collection-notice>.
  
13. **Compliance:** You will comply with all State and Commonwealth laws and regulations and legal requirements, including but not limited to copyright laws.
  
14. **Force Majeure:** If for any reason this competition is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, epidemic, pandemic or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition. We reserve the right to amend these terms and conditions from time to time.
  
15. **Limitation:** To the extent permitted by law neither the Promotor its employees, agents, contractors or subcontractors will be liable to you for any loss or damage (including any consequential loss) arising out of your participation in the Competition including but not limited to:
  - a. late, lost or misdirected emails or mail;
  - b. inaccurate or incorrect transcription of entry information;
  - c. non-receipt of entries for any reason;
  - d. problems or technical failures of any kind;
  - e. unavailability or inaccessibility of any service or website;
  - f. unauthorised human intervention in any part of the competition;
  - g. electronic or human error; or

- h. any damage or loss (direct or indirect) suffered by reason of any act or omission of the Promoter, its employees or contractors in relation to entry into this competition or supply of a prize.

16. **Exclusion:** We exclude any condition or warranty, unless it is expressly set out in these Terms and Conditions or is by law incapable of exclusion, restriction or modification.

17. **Indemnity:** You indemnify and holds harmless the Promotor, its employees, agents, contractors and subcontractors from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Promotor, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):

- a. any breach of these terms and conditions by you;
- b. your entry into the Competition;
- c. any injury or damage sustained due to any act or omission by you; or
- d. any damage you cause to the Promoter.

18. **Governing Law:** These terms and conditions are governed by the laws of New South Wales.