

## Mock Law Programs 2022

### Conditions of Entry

1. The 2022 Mock Trial and the 2022 Mock Mediation competitions ('the competitions') are games of skill
2. The Promoter is The Law Society of New South Wales, 170 Phillip Street, Sydney NSW 2000 ACN 000 000 699, ph. (02) 9926 0333 ("Promoter").
3. By applying to enter the competitions, all applicants will be deemed to have accepted and agreed to be bound by these terms and conditions
4. **Who may apply to enter?**
  - a. The Mock Trial Competition is open to students in years 10,11 and 12 up to the age of 21.
  - b. The Mock Mediation Competition is open to students in years 9 and 10 up to the age of 21.
  - c. Each School may enter one team only into each competition, which consists of a core team of 6 students, and additional reserves.
5. **Application Process.** To participate in the competitions, applicants must:
  - a. Complete the nominated registration form by Monday 7 February 2022; and
  - b. Pay the registration fee noted on the registration form for either or both competitions by Monday 7 February

Whilst all efforts will be made to allow eligible applicants to participate in the competitions, the Promoter reserves the right to reject any entry or if a matching team cannot be found.

Unsuccessful applicants will be given a refund of the registration fee.
6. The Promoter reserves the right to permit additional teams to participate in the competitions past the deadline of Monday 7 February at their sole discretion.
7. **Disqualification.** The Promoter reserves the right to disqualify an applicant from participating in the competitions:
  - a. If an applicant is in breach of these Terms and Conditions or for breaches of the Rules where disqualification is stipulated as a potential penalty;
  - b. On reasonable grounds as determined in the Promoter's sole discretion; and/or

- c. If the Promoter forms the reasonable opinion that an applicant is putting the integrity of the competitions at risk.

Whilst every effort will be made to ensure that during a virtual trial there is no cheating, the responsibility for preventing its occurrence rests with the schools, and not the Mock Law Coordinator or the Magistrates.

'Cheating' in this context, refers to participants reading unauthorised notes from a laptop/phone, witnesses reading from their statements rather than giving their evidence from memory, or coaches, teachers or other persons present at a mock trial giving direction or advice to the participants during the course of the trial.

If a school is found to have cheated, the Mock Law Co-ordinator can take action in their sole discretion to deduct points or to disqualify the team from further participation in the Mock Trial Competition for that year.

## 8. Logistics:

- a. Schools will bear all costs of participating in the Competition, including travel and accommodation expenses.
- b. Competitions may be held virtually if there is a consensus amongst teams or if COVID-19 regulations insist.
- c. Mock Trials between schools will be held half-way if there is a significant distance involved. Whilst all efforts may be made to ensure schools are allocated as closely as possible, all schools must be prepared to travel.
- d. If a school is unable to comply with any of the conditions and wishes to withdraw from the competitions, it must do so within a week of registering to receive a full refund.
- e. The competitions materials are password protected and accessible on the website. All schools must provide an email address to receive this information. If the school has not provided an email address or has provided an incorrect email address, then the Promoter will not be responsible for that school missing out on updates and changes to scripts etc.

- f. Each round must be completed by the date nominated by the Promoter and the results forwarded to the Promoter on or before that date. Any team which does not complete a round by the due date, without prior permission from the Mock Law Coordinator will be disqualified.
  - g. The Magistrate and Adjudicator's decision is final and no correspondence will be entered into.
  - h. Laptops and phones are not to be used in the competitions during a face to face trial.
  - i. Any disputes which cannot be resolved will be determined by the Mock Law Coordinator, whose decision will be final.
9. **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>.
10. **Force Majeure:** If for any reason the Competition is not capable of running as planned, including by reason of epidemic, pandemic, computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition.
11. **Amendment and variation:** The Promoter:
- a. reserves the right to amend these terms and conditions from time to time; and
  - b. reserves the right to vary any element of the competition at any point if deemed necessary and/or in the best interests of the competition.
- This includes varying the competitions timetable / roster. If any changes are made, schools will be notified by email.
12. **Limitation:** To the extent permitted by law neither the Promoter, 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
13. **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.
14. **Indemnity:** You indemnify and hold harmless the Promoter, it's 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 Promoter, it's 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.
15. **Governing Law:** These terms and conditions are governed by the laws of New South Wales.