

Mock Law Competitions 2023

Conditions of Entry

1. The 2023 mock trial and 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 conditions of entry.

4. Who may apply to enter?

- a. The mock trial Competition is open to students in years 10 and 11.
- b. The mock mediation Competition is open to students in years 9 and 10.
- c. Each school may enter only one team of six students. The performance of each of the six students will contribute to the total score of the team, and for this reason it is suggested that teams prepare three reserves so that last minute stand-ins are available.

5. Application process. To participate in the Competitions, applicants must:

- a. complete the nominated registration form by Monday 27 February 2023; and
- b. pay the registration fee noted on the registration form for either or both Competitions by Monday 27 February 2023.

Whilst all efforts will be made to allow eligible applicants to participate in the Competitions, the Promoter reserves the right to reject any entry for the mock trial Competition if there is an uneven number of schools or if a matching team cannot be found. Unsuccessful applicants will be refunded the registration fee.

The Promoter reserves the right to permit additional teams to participate in the Competitions past the deadline of Monday 27 February 2023 in its sole discretion.

6. Disqualification. The Promoter reserves the right to disqualify any applicant from participating in the Competitions:

- a. if an applicant is in breach of these conditions of entry or for breaches of the rules (a copy of which will be provided to schools) where disqualification is stipulated as a potential penalty;
- b. on reasonable grounds as determined in the Promoter's sole discretion; and/or

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- 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 trial/mediation there is no cheating, the responsibility for preventing its occurrence rests with the schools, and not the mock law coordinator or the magistrates/adjudicators.

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

If a school is found to have cheated, the mock law coordinator can take action in their sole discretion to deduct points or to disqualify the team from further participation in either of the Competitions for that year.

7. Logistics:

- a. Schools will bear all costs of participating in the Competitions, including travel and accommodation expenses.
- b. Mock trials and mock mediations will be held virtually except for the grand finals which will be held in person subject to any restrictions due to government regulations.
- c. If a school is unable to comply with any of these conditions of entry and wishes to withdraw from the Competitions, it must do so within a week of registering to receive a full refund.
- d. Materials for both the Competitions are password protected and accessible on the Competition website at <https://www.lawsociety.com.au/Legal-Communities/High-School-Students>. All schools must provide an email address to receive this information. If a school has not provided an email address or has provided an incorrect email address, the Promoter will not be responsible for that school missing out on updates and changes to scripts/scenarios etc.

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- e. 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.
 - f. The magistrate and adjudicator's decision is final and no correspondence will be entered into.
 - g. During a virtual trial/mediation, witnesses/parties must give evidence from memory and coaches, teachers, and other persons present at a mock trial/mediation must not give advice, direction or assistance to any of the participants. Mobile telephones, laptops and/or tablets must not be used by barristers, solicitors, witnesses, mediators or parties under any circumstance except to connect online in order to participate in a virtual trial/mediation.
 - h. Any disputes between participants, which are unable to be resolved, will be determined by the Promoter. The Promoter's decision will be final.
 - i. The Law Society may arrange for the mock trial/mediation to be video or audio recorded and will own the recording in perpetuity for use in all formats and media.
8. **Privacy:** The Promoter respects the privacy and confidentiality of personal information applicants provide. How the Promoter handles applicants' personal information is explained in its privacy policy at www.lawsociety.com.au/privacy-policy and its personal information collection notice at www.lawsociety.com.au/privacy-policy/personal-information-collection-notice.
9. **Force majeure:** If for any reason the Competitions are 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, postpone or suspend the Competitions.
10. **Amendment and variation:** The Promoter:
- a. reserves the right to amend these conditions of entry from time to time; and
 - b. reserves the right to vary any element of the Competitions at any point if deemed necessary and/or in the best interests of the Competitions.

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This includes varying the Competition timetables. If any changes are made, schools will be notified by email.

11. **Limitation of liability:** To the extent permitted by law, neither the Promoter, its employees, agents, contractors or subcontractors will be liable to any school or applicant for any loss or damage (including any consequential loss) arising out of their participation in the Competitions 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 either Competition.
12. **Exclusion:** To the extent permitted by law, the Promoter excludes all conditions or warranties, unless they are expressly set out in these conditions of entry.
13. **Indemnity:** Each applicant indemnifies and holds harmless the Promoter, 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 Promoter, its employees, agents, contractors and sub-contractors arising out of or in connection with (but not limited to):
- a. any breach of these conditions of entry by the applicant;
 - b. the applicant's entry into the Competitions;
 - c. any injury or damage sustained due to any act or omission by the applicant; or
 - d. any damage the applicant causes to the Promoter.

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- 14. Governing law:** These conditions of entry are governed by the laws of New South Wales. The Promoter and the applicants irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state and courts entitled to hear appeals from those courts.