

SIR ANTHONY MASON CONSTITUTIONAL ESSAY COMPETITION 2025 – TERMS AND CONDITIONS

1. **Game of skill:** The Sir Anthony Mason Constitutional Law Essay Competition (“**Competition**”) is a game of skill. Chance plays no part in determining the winner.
2. **The Promoter** is The Law Society of New South Wales of 170 Phillip Street, Sydney NSW 2000, ACN 000 000 699, phone: (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, an applicant must be:
 - a. aged eighteen or over at the date of submission of the applicant’s Entry;
 - b. currently enrolled in an accredited law course (i.e. LLB or JD) or in an accredited practical legal training course pursuant to section 29 of the Legal Profession Uniform Law (NSW) or equivalent state and territory legislation; and
 - c. ordinarily resident in a state or territory of Australia.
5. **Who must not apply to enter?** Employees of the Promoter and their immediate families are not eligible to apply to enter the Competition.
6. **Sub-Committee members:** Members of the NSW Young Lawyers Public Law and Government Sub-Committee (“**Sub-Committee**”) may enter the Competition provided that they disclose the nature of their involvement in the Competition in their application. The Promoter has sole discretion to disqualify an application where there is, or may reasonably be perceived to be, a conflict of interest or an unfair advantage.
7. **Application process**
 - a. Applicants must submit an essay in response to the questions prepared by the Promoter in accordance with these Terms and Conditions (“**Entry**”).
 - b. All entries must be submitted via https://form.asana.com/?k=esA_xePB7WUNmmDKqF3jtg&d=1118367743557460
 - c. The word count must be approximately 1,500 words excluding non-discursive footnotes and bibliographies.
 - d. Sub-Committee members must disclose the nature of their involvement in the Competition.

- e. The last day for submission of entry is **Sunday, 31 August 2025, 11:59PM AEST**.

8. Judging Panel: The judging panel is made up of the Chair, Vice Chair and Secretary of the Sub-Committee and a member of the Law Society Journal. (“**Judging Panel**”).

9. Judging criteria:

- a. All Entries will be read and reviewed by the Judging Panel.
- 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; and
 - iv. **Communication 20%** - Demonstrated high standard of editing and presentation including clear correct sentence structure, readability, persuasive language and referencing in accordance with the Australian Guide to Legal Citation fourth edition.
- c. The decision process regarding the judging of the Competition is final and no correspondence will be entered into or feedback provided.
- d. The Judging Panel will select up to five (5) applicants to be shortlisted to be judged by Sir Anthony Mason. The Promoter will notify the shortlisted applicants by email.
- e. Sir Anthony Mason determines the winner of the Competition. If Sir Anthony Mason is unable to determine this winner, the President of New South Wales Young Lawyers will determine the winner of the Competition.

10. Awards Night: There will be an awards night event held in Sydney (“Awards Night”) where the winner will be announced and presented with their prize. The details of the Awards Night will be confirmed by the Promoter at a later date. Shortlisted applicants will be invited to attend the Awards Night. Attendance at the Awards Night is optional. Applicants must pay their own expenses (including flights and accommodation if applicable) if they choose to attend the Awards Night. Applicants acknowledge that the Awards Night may or may not be able to proceed, or it may proceed in a different manner (e.g., online) due to circumstances outside the control of the Promoter. The Applicant agrees that the Promoter is not liable for any costs incurred by the Applicant in relation to their attendance or planned attendance of the Awards Night, in the event that it is postponed, cancelled or modified.

11. Disqualification: The Promoter reserves the right to disqualify any applicant from participating in the Competition:

- a. if an applicant is in breach of these Terms and Conditions;
- 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 Competition at risk.

- 12. Winner's name published:** The winner's first name and surname will be published on The Law Society of New South Wales Young Lawyers and Student Services Facebook pages at <https://www.facebook.com/NSWYoungLawyers/> and <https://www.facebook.com/LSNSWstudentservices>, Instagram pages at <https://www.instagram.com/nswyounglawyers/> and <https://www.instagram.com/lsnswstudentservices/>, and the NSW Young Lawyers LinkedIn page at <https://www.linkedin.com/company/1463632/>. The winner's name will also be published by the Promoter in various publications and communications, which may include the Law Society Journal (**LSJ**), "Monday Briefs", "Debrief", "Student Connect" and any emails relating to the Competition.
- 13. Prize:** The winner of the Competition will receive an AU\$500.00 prize. Any other prizes awarded will be at the discretion of the Promoter. Any other prizes awarded are not exchangeable or redeemable for cash.
- 14. Intellectual property:** Applicants warrant that their entry is their own original work and does not infringe any third-party intellectual property rights. Entries must not have been published previously. Applicants consent to the Promoter publishing and promoting their work. The applicant grants the Promoter a non-exclusive, worldwide, perpetual licence to use, copy, communicate to the public, distribute, publish and reproduce the Essay in LSJ or any other Law Society publications.
- 15. 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 <https://www.lawsociety.com.au/privacy-policy> and Personal Information Collection Notice at <https://www.lawsociety.com.au/privacy-policy/personal-information-collection-notice>.
- 16. Compliance:** Applicants will comply with all applicable state and commonwealth laws and regulations and legal requirements, including but not limited to intellectual property laws, including the *Copyright Act 1968* (Cth).
- 17. 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, postpone or suspend the Competition.
- 18. Amendment:** The Promoter reserves the right to amend these Terms and Conditions from time to time. Any amended version of these Terms and Conditions will be published on this webpage <https://www.lawsociety.com.au/Sir-Anthony-Mason-Constitutional-Law-Essay-Competition> and applicants will be notified.
- 19. Limitation of Liability:** The Applicant has rights under Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - any theft, unauthorised access or third-party interference;
 - an entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - any variation in market value to that stated in these terms and conditions'
 - any tax implications; or

f. the Prize or use of the Prize

The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage, or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Competition.

- 20. Exclusions:** The Promoter excludes all conditions or warranties, unless they are expressly set out in these Terms and Conditions or are by law incapable of exclusion, restriction or modification.

If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole direction to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.

In the event of a dispute concerning the conduct of the Competition or claiming the Prize, Applicants must contact the Promoter to attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to mediation administered by the Promoter. The costs of mediation will be shared equally between the parties.

- 21. Governing law:** These Terms and Conditions 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.