

Terms & Conditions

The Quentin Flannery Resources Scholarship (“Scholarship”, “Scholarship Program”) is run by Quentin Flannery and as a condition of entry, the entrant (“You”) will be bound by the following Terms and Conditions.

Chance plays no part in determining the winner. Each entry will be individually judged, and the winner will be chosen based on merit.

Promoter

1. The Promoter is ILWELLA PTY LTD (“the Promoter”, “We”, “Us”) ABN 33 003 220 371.

The Challenge

2. To apply for the Scholarship, you will need to write an essay (maximum 1,000 words) explaining how you’ll approach the challenges the resources sector faces during a time of major technological change and innovation.

Eligible Entrants

3. Entry is open to citizens or permanent residents of Australia who are domestic undergraduates or postgraduates enrolled full-time in an accredited Australian Tertiary Education Institution and be studying for a certificate, diploma, degree or traineeship in Mining Engineering, Process Engineering, Geology, Metallurgy, or similar fields of study, are aged 18 and over at the date they submit their entry, who have fulfilled the requirements in this clause, and these terms and conditions in their entirety.

How to enter

4. Eligible Entrants must submit their entry during the Entry Period (defined below under “When to enter”) by submitting their application by email to scholarship@quentinflanneryscholarship.com.au
5. Entries must include:
 - a. Proof of Identification;
 - b. Proof of enrolment, including course name, tertiary institution name and enrolment status;
 - c. Your response to “the Challenge” (maximum word count is 1,000 words); and
 - d. Your contact details (including residential address).
6. Any entries to this Scholarship Program must be the entrant’s original work. If an entry is found to be plagiarised, whether wholly or a substantial part, it will be disqualified from this Scholarship Program. This clause is active despite any communication of the result of the Scholarship Program.

When to enter

9. The entry period for 2020-21 closes October 31, 2020 at 23:59pm (“Entry Period”). All times noted in these Terms and Conditions are based on Sydney, Australia time.

Judging

10. The winner of the Scholarship will be selected based on the best written entry by a panel of judges. Judging will take place from November 15, 2020, at the offices of Ilwella Pty Ltd: Level 22, 56 Pitt Street Sydney NSW 2000
11. The Promoter may select additional entries to be used as replacements if the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take the Scholarship.
12. The winner will be notified by email and their name will be published on our [website](#) on January 31, 2021.

Number of Entries permitted

13. Eligible Entrants can only enter once and in their own name. Business names will not be accepted.

The Prize

14. Total Scholarship value is AUD \$5,000. This will be paid directly to the Australian Bank Account of the eligible winner by the Promoter.

Unclaimed Prize

15. If the Promoter is unable to contact the winner within six weeks of winner announcement to claim fulfilment of the Scholarship that winner will forfeit the Scholarship in its entirety, and it shall be awarded to the next runner up in the Scholarship Program. The Promoter will not be liable for a winner who cannot be contacted.

Further Terms and Conditions – General

16. The entrant agrees and acknowledges that they have read these Terms and Conditions and that entry into the Scholarship Program is deemed to be acceptance of these Terms and Conditions, in full.
17. If any person appearing in any photograph (if used for entering the Scholarship Program or any part of any entry) is 18 years old or over, You warrant that You have informed them of the nature and likely use of the photograph, and have their consent to do so, prior to submission. If any person appearing in the photograph is under the age of 18, You warrant that You have informed their parent or guardian of the nature and likely use of the photograph, and have the parent or guardian's consent to do so, prior to submission.
18. Each entrant warrants they have copyright, and other intellectual property rights, for the comments or images submitted for the purposes of their entry and as part of their entry, and provides a license to the Promoter to use the comments in future advertising campaigns and for remarketing purposes. This license is non-revocable except with the express consent of the Promoter. Each Scholarship entrant holds the Promoter harmless for any liabilities associated with the unauthorized use of any content or image that has been included in their entry.
19. Any eligible entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Scholarship, or who does not properly comply with the entry process, will be ineligible to receive the prize or enter further Scholarship Programs run by the Promoter.

20. If this Scholarship is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law to: (a) disqualify any entrant or claimant; or (b) modify, suspend, terminate, or cancel the Scholarship Program, as appropriate.
21. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Scholarship Program. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. If for any reason this Scholarship Program is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Scholarship Program, 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 Scholarship program.
23. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's email system and database. The Promoter may use this information for future administration purposes, to promote the scholarship, and to contact the entrant electronically. The Promoter collects personal information about entrants to enable them to participate in this Scholarship Program and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Scholarship Program. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim the prize in the Scholarships Program. Personal information collected from entrants will not be disclosed to any entity located outside of Australia. By entering the Scholarship Program, you consent to Us using and disclosing your personal information as set out in these Terms and Conditions.
24. All entrants must only submit their own original answers. Any such answers cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from a third party will be considered invalid and, if awarded the Scholarship, the Scholarship value must be returned to the Promoter.
25. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
26. The judges' decision in relation to any aspect of the Scholarship Program is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries.
27. The Promoter reserves the right to amend these Terms and Conditions if this Scholarship cannot be run as originally planned. The Promoter may also cancel or suspend this Scholarship Program if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this program. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this Scholarship Program.

28. Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Scholarship Program or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
29. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
30. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
31. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.