



1 OVERVIEW

1.1 Project objective

The LAGI 2018 ideas competition invites interdisciplinary teams to design a public artwork that utilizes renewable energy technology for a site at St Kilda Triangle in Melbourne, Australia. The Competition will inform the next stage of the ongoing co-design and urban design framework for the site within the City of Port Phillip. For complete details see Design Guidelines document and visit <http://landartgenerator.org>.

1.2 Invitation

Land Art Generator Initiative 2018 design competition for Melbourne ("Competition" or "LAGI 2018") is a project of Society for Cultural Exchange, a nonprofit corporation based in the United States, which does business as the Land Art Generator Initiative (LAGI), and which shall hereafter be referenced in these Conditions as "LAGI". LAGI is also the Professional Advisor to the Competition and is the administrator of the Competition.

LAGI invites eligible Entrants to participate in this Competition in accordance with these Conditions and the details set out in the Supplemental Documents shown in Appendix A.

This Competition is hosted by the State of Victoria and is being held in partnership with the City of Port Phillip [Client] and the State of Victoria Department of Environment Land, Water, and Planning [Sponsor].

1.3 Competition purpose

It is the Client's long-term goal to engage in a future Second Stage Competition as a continuation of this Competition, and to eventually engage the author of the winning design from the Second Stage to develop the design and complete the Project (subject to these Conditions). The eventuality of these steps will depend on the outcomes of this First Stage.

While there is great interest in pursuing the implementation of a design proposal to LAGI 2018, there is no guarantee or commitment by the Client or the Sponsor that any of the design Entries will be constructed. Continuation of a successful LAGI 2018 entry through a Second Stage Competition and/or through detailed design and construction will comply with the public engagement roadmap for co-design and Urban Design Framework for St Kilda Triangle established by the Client.

1.4 Competition eligibility

This is an *Open Competition* and does not limit eligibility of Entrants. It is open to architects, non-architects, and creatives of all disciplines (or even with no creative discipline at all). Detailed eligibility criteria are outlined in Section 4.

1.5 Competition staging

This Competition is held as a single stage competition with the option of continuing into a second stage.

Stage 1. Initial Concept Stage: Entrants are required to prepare an initial design for assessment by the Stage 1 Jury, which will determine Prize awards.



2 COMPETITION GOVERNANCE

2.1 Client

The Client is The City of Port Phillip.

2.2 Client obligations

The Client:

- authorises the Sponsor to conduct this Competition, to make all required decisions and determinations in relation to it;
- will promptly inform the Professional Adviser of any actual, potential, or perceived conflict of interest, and;
- in the event that Stage 2 funding is available, and in the event that the winning entry of Stage 2 meets the requirements of the public engagement roadmap for co-design and Urban Design Framework for St Kilda Triangle, the Client reserves the right to directly engage the winning Entrant from Stage 2 for a full scope of consultancy services at their discretion.

2.3 Sponsor

The Sponsor is: The State of Victoria Department of Environment, Land, Water, and Planning.

The Sponsor has appointed a Professional Adviser who is responsible for the governance of the Competition and who has undertaken to:

- act in accordance with and ensure compliance with these conditions;
- make no attempt to unfairly or inappropriately influence the Jury process or any member of the Jury, and;
- accept the decision of the Jury as final.

2.4 Sponsor obligations

The Sponsor:

- has the authority of the Client to conduct this Competition, to make all required decisions and determinations in relation to it, and to make all required payments to Competition participants (through or coordinated by Professional Adviser);
- will promptly inform the Professional Adviser, where applicable, of any actual, potential, or perceived conflict of interest, and;



- will ensure payment of all prize money, honoraria or fees, in accordance with these Conditions.

2.5 Professional Adviser

The Professional Adviser is: the Land Art Generator Initiative (LAGI)

2.6 Professional Adviser obligations

The Professional Adviser:

- is authorised by the Sponsor to prepare and coordinate this Competition and to make all necessary decisions and determinations in relation to it;
- will ensure anonymity of entries, where required by these conditions;
- will ensure that confidentiality is maintained throughout the Competition;
- will ensure that all entries comply in all respects with these Conditions, and disqualify any entry that does not comply;
- will ensure that Entrants have the opportunity to ask questions and receive answers to all questions asked by Entrants;
- will promptly notify Entrants of any material change in the Competition Conditions, key dates, the Competition Brief, or the constitution or identity of any of the key participants, including Jury members;
- must promptly respond and take appropriate action after advice of any actual, potential, or perceived conflict of interest, and;
- shall swiftly coordinate the required payments from Sponsor to winning Competition participants.

2.7 Contact information

Where an Entrant needs to communicate with the Professional Adviser in accordance with these Conditions, such communication must be in writing, addressed as follows:

Professional Adviser contact information:

LAGI 2018
The Land Art Generator Initiative
lagi@landartgenerator.org
[+1 412 996 4906](tel:+14129964906)

3 COMPETITION INTEGRITY

3.1 Equity of treatment and access

To ensure that all Entrants are treated equally and have the same access to participation in the Competition, each Entrant must:

- comply in all respects with these conditions;
- not act or behave in any way that could bring the Competition into disrepute or compromise its integrity;
- not act or behave in any way that could inappropriately influence, or be seen to influence, the Jury or any outcome of the Competition;
- inform the Professional Adviser of any actual, potential; or perceived conflict of interest, and;
- cooperate fully with the Professional Adviser to provide any reasonable information requested, or to assist any investigation into potential breaches of these conditions.

3.2 Authorised communications

Except where these Conditions provide otherwise, all communications from Entrants or prospective Entrants, including questions, complaints, and notices required or permitted by these Conditions, must be in writing and addressed to the Professional Adviser.

Contact information is provided in clause 2.7.

3.3 Unauthorised communications

Other than as prescribed by these Conditions, each Entrant must not, in relation to this Competition:

- communicate during the Competition with any Jury member, or representative of the Client or Sponsor regarding the Entrant's designs to this Competition;
- make or be associated with any public comment about the Competition or another Entrant, or make public any confidential information obtained in relation to the Competition.

3.4 Lobbying or seeking assistance

Entrants must not request anything from the Client, Sponsor, any Adviser, or any Jury member with the intent of securing preferential treatment, access to information, assistance, or advice that is not available to all other Entrants.

3.5 Anti-competitive behaviour

Entrants must not engage in any collusion, anti-competitive conduct, or similar conduct with any other Entrant or person in relation to their entry in this Competition.



Only when required by these conditions or when requested or authorized in writing by the Professional Adviser, an Entrant may form an association with another Entrant, for the purpose of collaborating and submitting a joint entry in the final stage of the Competition. Such associations would only occur in Stage 2 or later.

An Entrant may be immediately disqualified for any collusive or anti-competitive conduct.

3.6 Anonymity and confidentiality

Where these conditions require entries to be submitted anonymously, Entrants must take all reasonable steps and do everything required by these conditions to ensure that anonymity of their entry is maintained.

Apart from anything made public by the Client, Sponsor, or Professional Adviser, all information provided to Entrants in relation to the Competition is confidential and must be kept confidential, except where the Entrant:

- is required by law to provide such confidential information to a court or other responsible authority, or
- is obtaining advice or assistance from its advisers in relation to the Competition.

The Professional Adviser will ensure the confidentiality of all entries and the designs embodied in them, except where the Professional Adviser or Sponsor:

- is required by law to provide such confidential information to a court or other responsible authority; or
- is obtaining advice or assistance from its advisers in relation to the Competition;
- makes public submitted materials for the purpose of promotion or exhibition in accordance with these Conditions, or;
- has obtained the consent of an Entrant to make all or part of an entry public.

Until the conclusion of the Stage 1 Jury process, participants cannot reveal the identity of any Competition design submission or share any images or ideas pertaining to any Competition design submission to any member of the Competition Jury, Competition Sponsor, Competition partner organizations, or Competition design site owner (Client). By submitting a proposal, each competitor automatically affirms compliance with the competition requirements, rules and guidelines and agrees that any violation will result in immediate disqualification from consideration.



3.7 Complaints procedure

All complaints in relation to this Competition must be directed to the Professional Adviser, who will investigate and make a determination in relation to the complaint. Any such determination of the Professional Adviser is final.

A complaint must be submitted in writing as soon as practicable after the circumstances that led to the complaint became known. The written complaint must set out, at least:

- the circumstances forming the basis of the complaint;
- the impact of the complaint on the person or organisation making the complaint;
- any other relevant information, and;
- the remedy or corrective action desired by the person or organisation making the complaint.

4 ENTRY REQUIREMENTS

4.1 Entrant eligibility

There are no restrictions on team size and/or makeup. The competition is open to everyone, but is in particular aimed at artists, urban planners, architects, landscape architects, and engineers. It is recommended (but not mandatory) that the team be comprised of interdisciplinary members so as to arrive at the most well-conceived result but we also recognize that great ideas can spring from individual efforts.

As an international design competition, the Competition is open worldwide to professionals, any member of the public, and to students (there are no age restrictions). An Entrant may either make a Submission individually or as a team ("Entrant"). Each team shall identify one team member as its Point of Contact ("Point of Contact") during the registration and submission processes.

The Professional Adviser shall direct all Competition-related communications to the Point of Contact. Any awarded prize funds shall be distributed to the Point of Contact of the winning Entrant.

A team (Entrant) may be composed of a group of otherwise unaffiliated individuals and/or represent an existing organization, firm, or agency.

Unless awarded a prize pursuant to the rules herein, no Entrant shall receive or be entitled to receive any payment or monies as a result of a Submission or for granting the Professional Adviser any right herein or associated with the Competition.

4.2 Entrant ineligibility

The following are ineligible to enter the Competition:

- Jury members;
- employees or professional partners of any Jury member or Jury adviser;
- persons who are close relatives of, or who have a close familial relationship with any member of the Jury or adviser to the Jury;
- enterprises that are wholly or partly owned by persons who are close relatives of or have a close familial relationship with a member of the jury or adviser to the Jury;
- representatives or employees of the Client, Sponsor, or Professional Adviser, and any person involved in the preparation or organisation of the Competition;
- an elected representative or officer of any relevant consent authority, and a family member, associate or employee of any of the above, except where the Professional Adviser formally documents that the Entrant has declared the relationship and substantiated, in writing, that the circumstances of the relationship do not give that Entrant any actual or potential advantage over other Entrants.

No matter how a person is involved in the preparation of an entry, he or she must be aware of the above rules. In case of doubt, contact the Professional Adviser per clause 3.2.

4.3 Entrant obligations

In addition to any other obligations set out in these conditions and for the sake of clarity, all Entrants in this Competition must:

- comply in all respects with these conditions;
- maintain anonymity and confidentiality, where required;
- respect moral rights and copyright of others in relation to development of their entry;
- promptly inform the Professional Adviser of any actual, potential or perceived conflict of interest, and;
- make no attempt to unfairly or inappropriately influence the jury process or any member of the Jury, and accept the decision of the Jury as final.

4.4 Registration

Registration should be completed by one member (Point of Contact) representing each submission to the Competition. The email address and login information for the registered Point of Contact will be associated with a unique and anonymous registration number that will be used during the Jury process to identify the Entrant (team).



The purpose of registration is:

- to ensure that the individual or team proposing to enter the Competition is eligible to do so, and
- to allocate a registration number to each Entrant (team), which must be used as the sole means of identifying the submitted entry.

To register for the Competition, prospective Entrants (designated Point of Contact) must:

Create an account at <http://competition.landartgenerator.org/register>.

Enter your email address, first and last name, and pick a password. Once registered you will stay informed of all Competition updates via email.

During registration a Registration Number will be automatically assigned to you (you will see the number in the URL once you are logged in). In order to maintain anonymity during the selection process, your registration number will be the only identifying information allowed on the documents that you upload when you submit your Entry (there is no requirement that you do so). Registration and submission to the competition is free.

If you encounter any difficulties, please email lagi@landartgenerator.org.

4.5 Withdrawal of an entry

An Entrant may withdraw their entry from the Competition at any time before the deadline.

Withdrawing may be accomplished by logging in at <http://competition.landartgenerator.org>, accessing the submission, and deleting the previously uploaded files.

An Entrant who wishes to withdraw after the deadline for submitting entries in the final stage of the Competition, but before the announcement of a winner, may submit a written request to withdraw to the Professional Adviser, who, at their sole discretion, may accept or reject the request.

An Entrant may not withdraw from the Competition after announcement of the winner(s).

4.6 Non-compliant entries and disqualification

Where an Entrant fails to comply in any respect with these conditions, the Professional Adviser may disqualify the Entrant. Such noncompliance may include:

- breach of any obligation of these conditions;

- not submitting an entry before the deadline or submitting it at a location or in a manner not in accordance with these conditions;
- submitting an entry that does not address all requirements of these conditions or the Brief, or;
- disclosure of an Entrant's identity to the Jury, where anonymity is required.

Noncompliant Submissions shall be disqualified. LAGI is under no obligation to notify the Entrant of a Submission's disqualification, however LAGI may notify, in writing, any Entrant who has been disqualified or who is required to undertake remedial action to avoid being disqualified.

Where the Professional Adviser deems that a non-compliance might be remedied without undue advantage or disadvantage to any Entrant, the Professional Adviser may request the non-complying Entrant to undertake the proposed remedial action and specify the time for it to be complete.

4.7 Entrant anonymity

Anonymity of Entrants is required.

During the selection (Jury) process, the only means of identifying the authorship of any entry materials will be the Entrant's registration number.

Knowledge of the identity of each Entrant and their registration number will be restricted to the Professional Adviser where applicable.

To maintain anonymity, all Entrants must:

- ensure that their registration number is the sole identifier on all submitted materials (this is not required), and;
- not include any name, brand device, logo, or any other identifier on submitted materials that could potentially identify the Entrant to the Jury or any other person involved in organising the Competition.

4.8 Entrant declaration

The Entrant must declare their compliance as a part of the submission process online.

4.9 Retention of entries

Entries at every stage of the Competition are electronic. Any physical drawings or models used in presentations or exhibitions will not be returned to Entrants, except where previously arranged in writing, and may be retained or disposed of by the Sponsor or Client at their discretion.



Use or publication of submitted entries and the design concepts embodied in them will be in accordance with clause 11.1.

5 COMPETITION TIMETABLE

5.1 Overview

The timetable for each stage of the Competition is shown below.

5.2 Registration

The timetable in relation to the announcement and Registration process is as follows:

Action/Task	Time/Date
First announcement of Competition	July 18, 2017
Registration open	January 5, 2018
Registration closed	May 6, 2018

5.3 Stage 1: Initial Concept

The timetable in relation to Stage 1 (Initial Concept) is as follows:

Action/Task	Time/Date
Issue of Competition Brief and supplemental documents	January 5, 2018
Commencement of open design period	January 5, 2018
Commencement of Q&A period	January 5, 2018
End of Q&A period for Entrant questions	April 15, 2018
Last date for issue of answers to Entrant questions	April 22, 2018
Submission of entries ("Submission Deadline")	May 6, 2018
Preliminary evaluation of entries	May 25, 2018
Completion of evaluation of entries (Stage 1 Jury)	July 1, 2018
Publication sent to print (Hirmer Publishers)	August 2018
Award ceremony and announcement of winners	October 11, 2018
Primary exhibition opening (Fed Square)	October 11, 2018
Primary exhibition closing (Fed Square)	October 17, 2018

5.4 Stage 2: Refined Concept

The timetable in relation to Stage 2 (Refined Concept) shall be determined at a later date and outlined in a separate Terms & Conditions document dedicated to Stage 2.

6 STAGE 1: INITIAL CONCEPT



6.1 Purpose of Stage 1

The purpose of Stage 1 is to develop a broad conceptual approach to the Project. Entrants are to investigate and propose, at a strategic level, fundamental site planning outcomes, broad functional planning relationships and a clear form, identity, and character for the Project.

6.2 Brief and site information

The Competition Brief for the Project is separate to these Conditions as a part of a complete Design Guidelines document available at <http://landartgenerator.org/lagi2018/LAGI2018-DesignGuidelines.pdf>

The Design Guidelines contains relevant background, contextual and site information, as well as strategic objectives and functional requirements for the Project.

6.3 Questions and Answers (Q+A)

During the Q&A period specified in clause 5.3, Entrants may ask questions relating to the Competition to clarify any aspect of:

- these Conditions;
- the Competition Brief;
- any background, contextual or site information provided to Entrants, or any other information considered necessary or desirable to prepare a complying entry.

All questions must be in writing by email and addressed to the Professional Adviser.

The Professional Adviser will endeavour to respond to questions within 10 working days of receipt, but in any case, not later than the last date for issue of answers to Entrant questions shown in clause 5.3.

Details of questions asked and the Professional Adviser's response will be provided to all current Entrants, except where the question or answer:

- relates to confidential or proprietary information of an Entrant, and
- has no impact on the fairness, equity, or integrity of the Competition.

6.4 Entry deliverables (SUBMISSION FORMAT)

A complying entry in this Competition will comprise the following:

- Exactly three (3) A1 size layout boards (PDF only). A1 size is based on the international ISO 216 standard (594mm x 841mm).
- Each layout board may not exceed 8MB file size.



- Nowhere on the layout boards or written description file can there be any personal identifying information. The jury will see these boards and we must maintain anonymity of the entries.
- Layout boards must all be landscape in orientation (for consistency in jury review).

For examples of layout boards, you can visit past LAGI competitions such as <http://landartgenerator.org/LAGI-2016>.

- One (1) DOC or TXT format text file containing: a 1,200-word maximum written description, technology used in your design, estimate of the annual kWh (kilowatt-hours) generated by your design, dimensions, and list of the primary materials used in your design, and a 300-word maximum environmental impact statement.

Do not include any identifying information in the written description file.

- Three (3) to eight (8) JPG (300 dpi) image files (without text) or simple diagrams. These should be the same images used in the layout boards. Images can be any orientation and dimension, but must not exceed 20MB each in file size. The purpose of these image files is to facilitate the production of the book with Hirmer Publishing. The top ~50 submissions will be published in this book for release in fall of 2018. Please note that we might contact you for more images for the purposes of publication and exhibition. CMYK is preferred.
- Language must be English

7.5 Submission requirements

Submissions shall be accepted until the date of the Submission Deadline at 23:59 (11:59pm) GMT. Submissions received after that time may be deemed noncompliant and may be rejected from consideration.

Each entry must be submitted only in digital format at <http://competition.landartgenerator.org/melbourne2018>

- Teams may submit only one entry to the competition. Individuals may not be on more than one team.
- Be sure that no personal identifying information is visible on any of your layout boards, written description, or JPG images.
- There is no need to place your Registration Number on your documents or to name your files in any particular way. During the uploading process, the file names will be assigned automatically and associated with your team.



- Go to <http://competition.landartgenerator.org/melbourne2018/> and log in.
- Click “Submit Your Entry Here” and follow the instructions.
- Upload your files using the online forms. Locate each of your PDFs, JPGs, and your text file on your local computer by clicking “Browse” in each upload field. Make sure that your email address and all other team information is correct, and that all required fields are completely filled in. This is the information we rely on for publications and exhibitions.
- Please be patient while each file upload is in process and do not navigate away from the page.
- Click the “Submit” button on the final page (“Review and Submit”).
- Until the Competition deadline, you may log in and replace any of the files associated with your submission.

LAGI assumes no responsibility for technical problems or other conditions including any failure of the online submission process and/or email transmission error preventing the timely receipt or the judging of a Submission from any Entrant.

7.6 Entry deadline

Entries must be submitted by the Submission Deadline. Late submissions shall not be considered.

7.7 No presentation to Jury

Entrants will have no opportunity to present their submissions to the Jury.

The documents submitted in accordance with clause 7.5 above represent the entirety of material that will be available for consideration by the Jury at this stage.

7.8 Judging procedures

The twenty-five (25) highest ranked Entries as determined by the Shortlisting Committee will be provided to the Jury for evaluation.

The Shortlisting Committee and the Jury will evaluate the entries against the Evaluation Criteria set out in clause 7.9.



The Shortlisting Committee and the Jury will be assisted on procedural and organisational matters by the Professional Adviser, but the Professional Adviser will not participate in the evaluation of entries or in any decisions of the Jury.

The Jury may seek and obtain advice from any of any nominated Technical Advisers to the Competition.

7.9 Evaluation criteria

Entries will be evaluated by the Shortlisting Committee and the Jury on the basis of the following criteria:

- Adherence to the Design Brief;
- The integration of the work into the surrounding environment and landscape;
- The sensitivity of the work to the environment, and to local, and regional ecosystems;
- The estimated amount of clean energy that can be generated by the work;
- The way in which the work addresses the public, its contribution to the public domain, and its accessibility;
- The embodied energy required to construct the work;
- The perceived return on capital investment of the work, judged by the complexity of the design in relation to the energy it produces each year;
- The originality and social relevance of the concept.

7.10 Technical assessment

The Sponsor may appoint particular Technical Advisers to provide advice to the Sponsor, Professional Adviser, or Jury as and when requested.

Technical advice may be provided in relation to estimated cost, structure, or services, sustainable design, renewable energy technology, specific technical requirements of the Brief, or any other matter.

7.11 Outcomes

At the conclusion of the evaluation period, all Entrants who submitted a complying entry will be formally advised whether they have:

- won first place, and will thus be provided with the first place prize award
- won second place, and will thus be provided with the second place prize award
- have not placed, and will thus not be provided with any prize award

- have made the top 25 shortlist and will thus be in exhibitions
- have made the list of Projects to be included in the publication

Invitations for participation in a future Stage 2 of the Competition shall be determined at a later as-yet-unspecified date.

7.12 Debrief

No explanation, justification, or opportunity to seek feedback will be provided to unsuccessful Entrants after Stage 1.

8 STAGE 2: REFINED CONCEPT

8.1 Decision to Proceed

The decision by the Sponsor and Client whether or not to proceed with a Stage 2: Refined Concept shall depend on the outcomes of Stage 1, consideration of public feedback regarding Stage 1, and the availability of resources. At such a time as a Second Stage is launched, it shall be accompanied by a new Terms & Conditions document.

9 COMPETITION JUDGING

9.1 Composition of the Jury

The Stage 1 Jury will not meet in person. There is no Stage 1 Jury chair.

9.2 Jury members

Refer to the Design Guidelines document for complete list of jurors.

9.3 Jury obligations

The Jury will submit a ranked ordering of their top selections using the secure online interface.

9.4 Judging procedures

Procedures for evaluating entries at each stage of the Competition are set out in clause 7.8 (Stage 1 – Initial Concept Stage)

9.5 Evaluation criteria

The criteria or basis for evaluating entries at each stage of the Competition are set out in clause 7.9 (Stage 1 – Initial Concept Stage)

10 HONORARIA, PRIZES, AND PRIZE MONEY

10.1 Obligation to make payments



The Sponsor will ensure that Entrants are paid all applicable prize money, honoraria, and fees relating to participation in the Competition, in accordance with these Conditions. The Professional Adviser shall coordinate the payments directly with the winning Entrants.

10.2 Stage 1 Prizes

Subject to the provisions of clause 9.3, the following Stage 1 prizes will be awarded (US Dollars):

- **First Prize: < \$16,000 USD >**
One representative of the first place winning team will be flown to Melbourne for the award ceremony and exhibition opening. Accommodations and airfare will be provided, but Visas and other travel requirements are the responsibility of the team members.
- **Second Prize: < \$5,000 USD >**
One representative of the second place winning team will be flown to Melbourne for the award ceremony and exhibition opening. Accommodations and airfare will be provided, but Visas and other travel requirements are the responsibility of the team members.

The Prize is a cash payment to the winning Entrant and is not related to costs of detailed design or construction of the work. The Prize does not guarantee invitation to a future Stage 2 or the continuation of the project into a Second Stage.

10.3 Honoraria for Entrants

All Entrants who might be invited to participate in a Stage 2 (Refined Concept Stage) of a Multi-stage Competition will be paid an honorarium, in addition to the prize money offered in Stage 1 and in addition to any fees associated with a post-competition commission. The amount of the honorarium shall be determined by the Terms & Conditions of Stage 2.

10.4 Payment of prize money

All payments to Entrants receiving awards per these Conditions will be made within 60 days of the announcement of the winner(s).

Stage 1 payments will be made whether the Project proceeds to Stage 2 or not. Stage 2 honoraria payments are contingent upon the Project proceeding into Stage 2 and shall be made to Entrants that have been invited to participate in Stage 2 regardless of the award of any commission to an Entrant.

10.5 Prize money and professional fees

All prize money and honoraria are payable in addition to agreed professional fees related to any post-competition commission.

10.6 GST

Unless specifically indicated otherwise, all monetary amounts referred to in these Conditions are exclusive of GST. Entrants are responsible for their own tax liabilities.



11 PROMOTION AND EXHIBITION

11.1 Use of submitted entries

By entering the Competition and without more, each Entrant grants to LAGI and the Sponsor an unlimited and irrevocable license to copy any Submission (refer to clause 13.1 for protections of intellectual property of Entrants) as well as to use the Submission in any way that LAGI deems appropriate, including educational, commercial, or any other use. More thoroughly, without further authorization or any compensation owed to or due any Entrant, Entrant grants and authorizes, and LAGI shall retain, a perpetual, non-exclusive royalty-free license to use any Submission, or any revision, alteration, change, or similar thereof, at the discretion of LAGI, for any purpose, including displaying any Submission by any means anywhere in the world, including in any media which may include displaying a Submission on an Internet website, in a book, and for publication for resale and in museums worldwide, the term of which shall be the entire life of any copyright. Accordingly, Entrant waives any right to LAGI's use of Entrant's Submission in any way. Unless otherwise provided, Entrant retains all rights to their Submission, provided however that LAGI may modify, change, alter, or amend the format of the Submission.

The Entrant shall be credited either by collective (team or design firm) name or by individual name(s) at their discretion in all publications and exhibits following the jury decision.

Though LAGI shall make commercially reasonable efforts to display appropriate and customary credit lines on any Submission displayed or otherwise featured following the jury decision, LAGI shall have no affirmative duty to do so. Thus, Entrant waives any "moral rights" associated therein.

Should Entrant be unwilling or otherwise unable to accept or receive the prize for any reason, or, if in the discretion of LAGI, Entrant is not eligible to receive a prize, the Entrant with the next highest score may be chosen from the remaining Entrants until one who is able to meet all requirements can be selected.

Entrant may not sell, resell, assign, or transfer any of their rights in their Submissions, or participation in the Competition, and any act deemed so by LAGI will result in a disqualification and noncompliance.

Upon request, any Winner agrees to and shall participate to the best of their ability in any publicity and promotional activity surrounding the Competition.

By submitting a design, the Entrant agrees to provide LAGI with the right of first refusal to the exclusive use of the design for the purpose of exhibition, publishing, and promotion, and to provide LAGI with the right of first refusal for design management and construction management services related to research & development, detailed design, and construction at any site and for any client.

The Entrant agrees to allow LAGI to use the submitted design in discussions and negotiations with developers, planners, funders, and municipalities in an effort to have the design detailed and constructed.



In the event that LAGI exercises the option to use the rights for production (detailed engineering and construction of the winning design) on an exclusive basis and without time limitations, LAGI shall enter into an agreement with the Entrant and with the owner/developer of the constructed work, the terms of which shall be determined entirely by those agreements.

Provided that all Entrants have been paid all prize money, honoraria or fees in accordance with these Conditions, the Entrant agrees that the Sponsor and the Client will have the right to use, store, publish or reproduce submitted entry materials in any way relating to the conduct or promotion of the Competition.

To this end, the Entrant grants the Sponsor and the Client a world-wide, royalty free, non-exclusive, perpetual, freely transferable, sub-licensable and irrevocable license to use, edit, and reproduce the Entrant's submissions, subject to full and accurate attribution of the Entrant in each instance.

11.2 Promotion of the Competition

The Sponsor, with the assistance of the Professional Adviser, will be responsible for promoting the Competition, in relation to:

- the initial invitation or call for entries;
- any public exhibition or publication of submitted entries;
- any community engagement program relating to the Competition;
- the announcement of winners and prize recipients, and;
- any other promotional activity deemed necessary or desirable as part of the Competition.

11.3 Exhibition of entries

The Sponsor will arrange for the online publication of all compliant entries.

Primary public exhibition of the selected Entries shall take place at Fed Square. Other exhibitions will also take place at other venues around greater Melbourne and the State of Victoria.

12 POST-COMPETITION ENGAGEMENT

Neither the Sponsor nor the Client make any promise regarding the continuation of the Project into Stage 2 or any commission of the winner as the architect for the Project.

13 GENERAL CONDITIONS

13.1 Intellectual property and copyright

Subject to any limitation herein, any design and intellectual property undergirding a submitted entry ("Submission") remains the property of the participant or participating team ("Entrant") and may be used



for their own purposes. Entrants are solely responsible for protecting the intellectual property of a Submission.

LAGI shall treat a Submission as being eligible, under U.S. Copyright law, to be entered in this Competition, and that Entrant has the right to submit the Submission.

Submissions that have already been made public, are found to plagiarize any existing design, that may harm public safety, or that are found to infringe on the intellectual property rights of others will be disqualified.

Participants shall have obtained all necessary permission or approval for using any third party's text, graphics, data, or other materials in their own entries. Participants' entries shall not contain any irrelevant third party names or logos.

If any award-winning Submissions are found to fall under any of these categories later, the award will be cancelled and the prize money withdrawn.

Subject to clause 11.1, ownership of all intellectual property rights and copyright in submitted materials and concepts remains with the Entrant.

The Entrant warrants that in preparing their entry there has been no infringement of the intellectual property rights and copyright of others, and that they have obtained any necessary licenses or assignments from third parties.

13.2 Moral rights

In relation to any publication, exhibition, or public dissemination of design concepts and other submitted materials, the Client, Sponsor, and Professional Adviser will take all reasonable action to preserve the moral rights of the Entrant.

The Entrant warrants that in preparing, submitting and presenting their entry there has been no infringement of the moral rights of others, except where they have obtained necessary consents, indemnities or licenses from affected third parties.

13.3 Entrant costs

The Client, Sponsor, and Professional Adviser will accept no responsibility for any costs incurred by an Entrant resulting in any way from their participation in the Competition.

All costs associated with the preparation and submission of an entry in the Competition, including labour, materials, and any indirect costs such as photography, travel, and sub-consultant costs must be met by the Entrant.

Each Entrant will be responsible for any tax implications in Australia or any other jurisdiction arising from the payment of honoraria, prize money, fees or any other payment relating to the Competition.

13.4 Conflict of interest

For the purpose of this Competition, a 'conflict of interest' will occur where an Entrant or any associate has any business, personal or other relationship that could result in, or could reasonably be perceived to result in, the Entrant gaining a benefit not available to all other Entrants in the Competition.

A 'benefit' for the purpose of this clause includes non-financial benefits or relationships that might not be considered "material" at law.

An actual or potential conflict of interest may be declared by the affected Entrant, any other Entrant, the Professional Adviser or the Sponsor.

On becoming aware of any actual or potential conflict of interest, the relevant person must immediately notify the Professional Adviser in writing.

In the event of a faculty/student scenario in which faculty is a Juror and student is Entrant, faculty must sign a conflict of interest form and refrain from voting on student submission(s).

The Professional Adviser will then determine that:

- the Entrant will be required to withdraw from the Competition;
- the Entrant may continue in the Competition, subject to the Jury being advised of the relevant circumstances of the conflict, or;
- some other action or actions are required to deal with the conflict.

13.5 Changes to these Conditions

The Professional Adviser will promptly notify all Entrants of any material change in the Competition Conditions, timetable, Brief, or the constitution or identity of the Client, Sponsor, Advisers, or Jury members.

13.6 No liability

The Sponsor, Client, each Organising Committee member, Adviser, and Jury member will have no liability arising from these Competition Conditions or the Competition, including (to the extent permitted by law) in relation to:

- rights of the Entrant or any associate regarding any alleged misrepresentation in the provision of information as part of the Competition, and
- any Entrant information, including proprietary or confidential information, designs or other entry material during its submission or at any time while in the possession of the Competition organisers.



By, through, or concerning any Submission, or any revision, alteration, change, or similar thereof, any use thereof, or through participation in the Competition in any way whatsoever, Entrant agrees to release, indemnify, defend, and hold harmless any Party from any liability, any claim for damages, and/or suit for or by reason of said Submission.

As a further condition of entering this Competition, Entrant acknowledges and agrees and therefore covenants not to sue or make any claim against any Party related to an Entrant's Submission, or any use thereof, and therefore: a. Under no circumstances shall or can the Entrant be entitled to any award for any loss or any damages, which include attorneys' fees, thereby precluding Entrant from any punitive, treble, multiplied, incidental, consequential, and any other damages. b. Any dispute, claim and cause of action arising out of or connected with this Competition, or any prizes awarded or potentially awarded therein, shall be resolved without resort to any form of action or class action. c. Should an Entrant choose to bring a claim against LAGI, or any Party and should any provision herein or a part of a provision thereof not survive legal judgment, Entrant must submit to binding arbitration of LAGI's choosing. Should the Entrant fail to prevail on its claim in any forum, the Entrant shall pay LAGI's or any Party's reasonable attorneys' fees and its costs.

13.7 Indemnity

The Entrant will indemnify the Sponsor, Client, each Organising Committee member, Adviser, and Jury member and all their respective officers, employees, contractors, agents, and associates and keep them indemnified in respect of any loss suffered as a result of:

- breach of these Competition Conditions by the Entrant or any associate;
- negligence of the Entrant or any associate, and;
- any unlawful act, omission, or fraud of the Entrant or any associate.

Such indemnity does not apply to the extent that the loss is caused or contributed to by the Sponsor, Client, any Organising Committee member, Adviser, or Jury member.

LAGI and the Victoria Department of Environment, Land, Water, and Planning reserve the right to cancel or suspend the Competition for any reason, including those causes beyond the control of the Sponsor, Client, or Professional Adviser that could corrupt the administration, security, or proper participation in the Competition.

13.8 Governing law and jurisdiction

These Competition Conditions are governed by the laws applying in the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.



The Entrant must comply with all relevant laws in preparing and submitting their entry and participating in the Competition.

14 DEFINITIONS

For the purposes of these Competition Conditions, the following definitions apply (note that defined terms are shown in italics in the body of the document):

Adviser. Any or all of the Professional Adviser and Technical Advisers involved in an Architectural Competition.

Design Competition. A process by which a design team and a design concept is selected for a project, based on the competitive submission of conceptual designs.

Client. The person or entity who will be the owner or operator of the completed project that is the subject of the competition (may or may not also be the Sponsor).

Competition. The particular Design Competition to which these Conditions refer.

Competition Brief/Design Brief/Brief/Design Guidelines. Detailed information provided to entrants, which sets out Client and project aspirations, site information, budget, functional requirements and any other parameters relevant to development of an effective design concept for the project.

Competition Conditions/Conditions/Terms & Conditions. The documented set of requirements, principles and timelines that govern the conduct, judging and submission processes of an Architectural Competition.

Entrant. An eligible person, entity or team that responds to an invitation to participate in an Architectural Competition and submits a compliant entry.

Refined Concept Stage. The concluding stage of an Architectural Competition, in which Entrants are required to prepare a final design for evaluation by the Jury to determine the winning entry(ies).

Ideas Competition. A type of Architectural Competition that aims to explore major design issues and opportunities for a subject site, and where it is not the Client's intention to engage the author of the winning design to develop the design and complete the project.

Initial Concept Stage. The initial stage of an Architectural Competition in which Entrants are required to prepare a concept design for assessment by the jury, which will be evaluated to determine an invited list of Entrants to compete in the Refined Concept Stage.

Jury. A panel of appropriately qualified individuals with responsibility for evaluating the design concepts submitted by Entrants in an Architectural Competition and for determining the winner(s).



Multi-stage Competition. An Architectural Competition in which Entrants progress to final judging through one or more preliminary submission stages.

Open Competition. An Architectural Competition that does not limit eligibility of entrants, other than in a very broad or general way (for example, to 'architects' or 'students of architecture.')

Professional Adviser. A registered architect, or other appropriately qualified person, who advises the project Sponsor or Client on the conduct of an Architectural Competition, and who prepares and coordinates the running of the competition on their behalf.

Project. The development, building, complex, object or physical environment that is the subject of design concepts prepared by Entrants in an Architectural Competition.

Project Competition. An Architectural Competition to select the design that best responds to the Competition Brief, and where it is the Client's intention to engage the author of the winning design to develop the design and complete the project.

Sponsor. A person or organisation responsible for initiating and funding an Architectural Competition in order to select an architect or architectural design team and a preferred design concept for a specific project (may or may not also be the Client).

Technical Adviser. An expert adviser, appointed by the Sponsor, to provide detailed advice and evaluation of particular aspects of submitted entries, where such advice or evaluation may be beyond the scope or skills of the Jury.



APPENDIX A: SUPPLEMENTAL DOCUMENTS

In addition to these Conditions, the following documents are made available for Entrants in relation to the Competition.

- Design Guidelines containing the Competition Brief
- Location plan and site boundary
- Photos
- Meteorological data
- Victoria sustainability plan and other strategic planning documents
- St Kilda Master Plan

Documents are available for download at <http://competition.landartgenerator.org/>

LAGI reserves the right to provide additional supplemental documents at any time prior to the close of the Q&A period of each Stage. Entrants will be notified by email to the addresses of registered teams.

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