

Official Rules

The Global Academic Challenge (**the Challenge**) is administered by The Australian Council *for* Educational Research Ltd (ABN 19 004 398 145) (**ACER**). The Challenge aims to engage school students in mathematics, reading and science, by offering assessments in these areas.

Agreeing to these Rules

By registering to enter the Challenge the school(s) agrees to abide by these Rules.

Eligibility

The Challenge is open to:

- Students enrolled in participating Australian schools
- Students in years 4, 6 and 8 in the 2021 school year

Registration

Once the school has registered:

- either an ACER Online Assessment and Reporting System (OARS) account will be created; OR
- the school's existing account will be updated to be able to offer the Challenge.

Credits must be purchased through the OARS store for each student for each Challenge (Mathematics, Reading and Science).

Challenge Submissions

The Challenge will be administered through the OARS portal to approved schools.

Schools must:

- provide devices as per the recommended technical specifications ([link](#)); or
- allow students to use their own devices as per the recommended technical specifications;
- provide invigilation as described in the administration guide ([link](#)), ensuring security of the Challenge for all students; and
- report any instances of cheating or suspected cheating to ACER upon completion of each sitting.

Students must:

- sit the Challenge using the OARS portal;
- sit the Challenge designed for their year level;
- sit each Challenge on site at their school during the available testing window;
- remain within the test window at all times during the sitting;
- sit each of the Challenges (Mathematics, Reading and Science) only once per year. For example, a year 4 student will only sit the sit year 4 Mathematics challenge once in 2021.

Reporting and Comparisons

Phase one: Following the sitting window for each Challenge, international comparison reports will be available online instantly and on-demand through the ACER OARS portal.

Phase two: Comparisons for the Australian cohort will be available to schools 4-6 weeks after the Challenge window closes through the ACER OARS portal.

Phase three: Individual reports, certificates and medals will be sent to schools 6 weeks after the Challenge window closes.

ACER will publish details of winners on the ACER website after phase 3.

Eligibility for medals

Students enrolled in registered schools which sit the Challenge during the sitting window are eligible to compete for medals, however, ACER:

- may award medals to a student who achieves a top score in their year level, which ACER judges to be sufficiently meritorious; and
- reserves the right to investigate any fact or matter which it believes may have affected a Student's performance or eligibility for a medal.

Disqualification

ACER may, in its sole discretion refuse, disqualify any and all schools and/or students from, and prohibit further participation, in the Challenge, if they act in violation of these Rules or in any way, in connection with the Challenge, engages in misconduct.

Termination

If for any reason the Challenge or any part thereof is not able to be conducted ACER may in its sole discretion cancel, terminate, modify or suspend the Challenge, or invalidate any affected registrations. In such instances, a refund or credit will be issued.

Warranties

Schools WARRANT:

- that the school has the sole and full right and authority to accept these terms and conditions and enter into the Challenge and grant the rights set out in this Agreement;
- each student's sitting will be invigilated by the school solely and specifically for the Challenge or as part of another educational activity undertaken within an educational environment;
- each student sitting the Challenge will comply with these Rules;

Indemnity

Schools on behalf of registrants INDEMNIFY, RELEASE and HOLD HARMLESS ACER and its related companies, personnel, contractors and agents on a continuing basis in respect of any loss, expense, cost (on a full indemnity basis) or damages arising as a result of any claim or threatened claim by an Registrant or a third party that its intellectual property rights or moral rights have been infringed as a result of any activity or omission of ACER, its related companies, personnel, contractors, agents and the Applicant in connection with the Challenge.

Limitation of Liability

To the extent permitted by law, ACER:

- makes no representations or warranties as to the quality, suitability or merchantability of the Challenge any goods or services offered as prizes; and
- is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by ACER or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner.

This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of ACER or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

Privacy

By entering the Challenge, schools on behalf of students CONSENT to ACER:

- Collecting and recording their personal information (including sensitive information such as health information) provided by the School;
- publishing the winning student's name, images, school name and state/territory of residence in such promotional activity and materials as ACER may require;
- using school's staff and students' personal information provided for:
 - the administration and evaluation of current and future Challenges;
 - (for clarity this only applies to school staff) direct marketing purposes;
 - disclosing personal information (including sensitive information) to its contractors, agents and other persons for the purpose of them assisting ACER with administration of the current and future Challenges.

Should schools or students not wish to consent to any or all of the above please contact the Global Academic Challenge Project Director in writing by email to GAChallenge@acer.org

Each time ACER sends schools or students direct marketing communication ACER will provide them with a simple way to 'opt out' of receiving similar communications in the future. Schools and students may also inform ACER that they do not wish to receive any further communications or change any personal information ACER may have on record by contacting the Global Academic Challenge in writing by email to GAChallenge@acer.org

Privacy Statement

Any Personal Information schools or students provide is private, confidential and will be treated according to any applicable law. Such Personal Information will only be used for the purposes specified in these Rules. Should the school or students not provide the personal information required for the Challenge or give the consents above then any application for registration may not be considered for the purposes of participating in the Challenge.

ACER is bound to comply with the *Privacy Act 1988* (Cth) and its ACER Privacy Policy is locatable at <http://www.acer.org/privacy>.

ACER will not disclose school's staff or students' personal information to any person or organisation located overseas.

The policy sets out the school's staff's and students' rights and processes to: complain about a breach of privacy: access and have amended their personal information held

by ACER. School's staff and students' involvement is voluntary and they are free to withdraw consent at any time. Should school's staff or students have any queries please contact the Global Academic Challenge Project Director in writing by email to GAChallenge@acer.org

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