

ICT ACCESSIBILITY COMPETITION

Competition Details

1. The Foundation for Information Technology Accessibility (FITA) is organising a competition with the theme of ICT Accessibility with the following prize schedule.

- 1.1. MCAST Student Category

- First Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector and a training voucher of EUR500

- Second Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector and a training voucher of EUR500

- Third Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector

- 1.2. University of Malta Student Category

- First Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector and a training voucher of EUR500

- Second Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector and a training voucher of EUR500

- Third Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector

- 1.3. Public Category

- First Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector and a training voucher of EUR500

- Second Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector and a training voucher of EUR500

- Third Winner – Temporary Work experience during academic recess with a local ICT organisation in the public or private sector

N.B. Winners must be of a working age to avail of the above prizes.

2. Participants are asked to develop new or alternative accessible ICT solutions to the following:

- 2.1. Accessible media rich alternatives to any one of the following inaccessible local websites plus those listed amongst the FITA funding partners, on the FITA website.

- Use of any resources contained on these sites or owned by the site owners is

not necessarily required. If included in the competition entry, it must be subject to a separate arrangement between the competition participant and site owner.

- 2.1.1. <http://www.constructfurniture.com.mt>
- 2.1.2. <http://www.maltapark.com>
- 2.1.3. <http://www.forestals.com>
- 2.1.4. <http://www.maltastar.org>
- 2.1.5. <http://www.bigbon.com>
- 2.1.6. <http://www.crosscraft.com.mt>
- 2.1.7. <http://www.digitalzone.com.mt>
- 2.1.8. <http://www.exotique.com.mt>
- 2.1.9. <http://www.gap.com.mt>
- 2.1.10. <http://www.independent.com.mt>
- 2.1.11. <http://www.sms.com.mt>
- 2.1.12. <http://www.halmanvella.com>

- 2.2. Means of identifying EURO currency notes and coins using mobile phone cameras based around Symbian and i-phone Mobile phones
- 2.3. Ability to send free SMS messages without requiring users to actually log into Go PLC, Vodafone, Melita and other online portals.
- 2.4. Maltese/English and English/Maltese dictionary using PC and mobile phones
- 2.5. A way for blind users to login into online forums and make it easier to navigate, read and reply to forum based messages using desktop computers or alternative platforms.
- 2.6. A means of simplifying English and Maltese language based sentences into easy read format.

Competition Rules

3. By participating you agree to these Official Rules and Terms and Conditions located at <http://www.fitamalta.eu>
4. Reference to “Competition Website” means FITA website <http://www.fitamalta.eu>
5. Eligibility

FITA Competition (the “Competition”) is offered and open to MCAST and UOM students who are at least 16 years of age at time of entry. The public entry category is open to adults of working age.

Participants must be residing in Malta at the time of entry.

Employees of FITA, members of the judging panel and members of the immediate family (parents, siblings, children and spouse, wherever they reside) or household members (whether or not related) of such employees are not eligible.

6. Competition Period

6.1. The Competition begins on 1st November 2012. Entries must be submitted by noon of 4th October 2013. FITA reserves the right, in its sole discretion, to cancel, suspend or extend the Competition at any time without notice.

7. How to participate

7.1. To enter the Competition, participants must submit their entry to FITA at Gattard House, National Road, Blata l-Bajda.

Other Rules

By entering the competition you are also confirming that you have read and agreed to these rules.

8. The submission must include the FITA logo. This may be requested from FITA at maria.b.mercieca@gov.mt
9. By submitting their entries, participants certify that they own the full rights on the design and that they have the formal consent of the people represented in it. In case of dispute related to violation of privacy and/or creative rights, the sole responsibility will lie with the person who submitted the said design. Before being awarded the prize, the winner must provide consent forms signed by any person featuring in the competition entry, or signed by parents in the case that the competition entry features persons under 16 years of age.
10. The use of copyrighted cartoon characters or television, film or sports figures is not acceptable. The use of third party business or company names or logos should not be included anywhere in the competition entry.
11. It is important that the submitted entries have not won any previous local open or international competitions.
12. Entrance is free. Only one entry per participant will be accepted and the first submission received will be considered the only valid entry.
13. The name, ID card number, address and contact number of the participant must be sent together with the competition entry.
14. By participating in this competition, you are consenting to receive emails from FITA and other government entities.
15. By submitting their entry, participants confirm that they agree to the regulations set here and also bind themselves to the rules set out the Terms and Conditions document.

Selection Process

16. Entries

- 16.1. Entries may be submitted by individuals or groups of individuals.
- 16.2. Only one entry will be accepted by each natural person
- 16.3. FITA reserves the right to cancel a competition category and relevant prizes, if less than five entries are received under said category.
- 16.4. Participants must be residing in Malta at the time of entry.

17. Prizes

17.1. MCAST Student Category

First Winner – Work experience with MITA and a training voucher of EUR750

Second Winner – Work experience with MITA and a training voucher of EUR250

Third Winner – Work experience with MITA

17.2. University of Malta Student Category

First Winner – Work experience with MITA and a training voucher of EUR750

Second Winner – Work experience with MITA and a training voucher of EUR250

Third Winner – Work experience with MITA

17.3. Public Category

First Winner – Work experience with IBM and a training voucher of EUR500

Second Winner – Work experience with MITA and a training voucher of EUR500

Third Winner – Work experience with MITA

17.4. The winners will be notified by FITA via email, in order to collect their prizes. Three attempts will be made within three days to contact winners by email. Should a winner fail to respond to the third notification attempt within 24 hours of the time when it is sent, the prize will be forfeited.

17.5. Participants must be available to collect the prize on the date and time specified by FITA, which may be during an open press event or an official prize-giving ceremony.

17.6. Prize is not exchangeable and adjudicating decision is final and no correspondence will be entered into.

ICT ACCESSIBILITY COMPETITION Additional Information

Terms and Conditions

18. Please read these Submission of Competition Terms and Conditions (the “Terms”) carefully. These Terms govern your submission of competition entries (as defined below) to FITA and form a legal agreement between you and FITA. By submitting a competition entry you agree to be bound by these Terms and to any additional guidelines, restrictions, or rules that may be posted in connection with your submission of the competition entry. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms. FITA reserves the right to make changes to these Terms at any time without prior notice.
19. You also agree that FITA may provide all legal communications and notices to you electronically by sending an e-mail to the e-mail address you provided to FITA when you submitted the Competition entry. You may withdraw your consent to receive communications from FITA electronically by contacting FITA via maria.b.mercieca@gov.mt
20. Participants agree
 - 20.1. The decision of the adjudication board is final.
 - 20.2. that FITA and all other government entities, and all of their respective officers, directors, employees, representatives and agents (individually and collectively “Releasees”) are released, will have no liability whatsoever for, and shall be indemnified and held harmless by participants against any liability for any losses or damages of any kind (whether due to negligence or otherwise) to person(s), or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Competition or any Competition related activities, and,
 - 20.3. the winner grants permission to FITA and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes without additional compensation (except where legally prohibited), in all media now known or hereafter discovered or devised, worldwide, and on the Internet and World Wide Web, without notice, review, or approval. Potential prize winners may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within seven (7) days of the date on the notification. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if the potential winner is found to be ineligible or otherwise not in compliance with the Rules, prize may be forfeited and an alternate winner selected. Any questions, comments or complaints regarding this Competition should be directed to FITA at stanley.debono@gov.mt

- 20.4. that FITA will retain full ownership of competition entries and supporting materials, and retains the unencumbered right to use, publish and disseminate the competition entries and derived information in any way it deems fit.

Submission of competition entries

21. By submitting the competition entry to FITA, you agree not to:

- 21.1. upload, download, post, email or otherwise transmit any materials including but not limited to text, data, photos, graphics, stitch files, or any of these elements in combination as a design for products available on the Competition Website or otherwise that are unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.
- 21.2. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 21.3. upload, download, post, email or otherwise transmit any competition entry that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any third party. As a guideline, you may contribute only original work that you have created yourself from original elements. This means you can't use images of celebrities or corporate products, nor images, text, or design that you've copied from a website without written permission from the owner. You cannot create a "new content" using elements from content that other people have created. And you cannot contribute content that is substantially the same as something already written by someone else. By uploading any competition entry, you represent and warrant that you have the lawful right to license, reproduce and distribute such competition entry and that the competition entry complies with all applicable national laws, regulations and ordinances;
- 21.4. upload, download, post, email or otherwise transmit any competition entry that would constitute or encourage a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any national, or international law;
- 21.5. upload, download, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;

- 21.6. upload, download, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 21.7. upload, download, post, email or otherwise transmit false or misleading information;
 - 21.8. disrupt or interfere with the security of, or otherwise abuse, the Competition Website, or any services, system resources, accounts, servers, or networks connected to or accessible through the Competition Website page or affiliated or linked websites.
 - 21.9. access, tamper with or use non-public areas of the Competition Website. Unauthorized individuals attempting to access these areas of the Competition Website may be subject to prosecution;
 - 21.10. disrupt or interfere with any other user's enjoyment of the Competition Website or affiliated or linked websites;
 - 21.11. frame or link to the Competition Website except as permitted in writing by FITA nor incorporate images or names that would violate a person's right of privacy or publicity.
22. You acknowledge that FITA and its designees shall have the right (but not the obligation), at any time, in their sole discretion to reject or remove any competition entry submitted to FITA. Upon submitting a competition entry, you acknowledge that FITA may review the competition entry, for adherence to our guidelines and compliance with the terms and conditions set forth in these Terms. Without limiting the foregoing, FITA and its designees shall have the right to remove any competition entry that violates these Terms or is otherwise objectionable to FITA. You agree that you must evaluate, and bear all risks associated with, the use of any Competition entry, including any reliance on the accuracy, completeness, or usefulness of such Competition entry. You acknowledge and agree that you are responsible for the creation and compilation of your Competition entry, and that neither FITA nor any other party involved with the production of any product incorporating such Competition entry assumes that responsibility. FITA's production of any product depicting your Competition entry does not indicate that FITA approves of the Competition entry, that the Competition entry obeys all applicable laws, or that you are absolved of any liability or harm arising from the use of the Competition entry.
23. You understand that the technical processing and operation of the Competition Website, including your Competition entry, may involve
- 23.1. transmissions over various networks; and
 - 23.2. changes to conform and adapt to technical requirements of connection
 - 23.3. networks or devices.

24. You agree that you are responsible for actions and communications undertaken in your name. FITA takes no responsibility and assumes no liability for any competition entry uploaded or otherwise transmitted by or to you or by or to any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography or profanity you or a third party may encounter.

25. You agree to waive any claims against FITA and its affiliates, and their directors, officers, and employees for losses, damages and injuries which are based on or relate to communications, Competition entry or materials on the Competition Website. You agree to indemnify and defend FITA and its affiliates and their directors, officers, and employees from all claims and expenses, including reasonable attorney's fees, which claims are based on or arise from your violation of any of the provisions of these Terms. If you have to indemnify FITA, FITA will have the right to control the defense, settlement, and resolution of any claim at your sole expense. You may not settle or otherwise resolve any claim without FITA 's express written permission.

26. When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information ("Submissions"), you hereby grant to FITA a fully paid up, non-exclusive and perpetual license, with the right to grant sublicenses, to allow FITA and its employees, affiliates, and agents, to copy, use, display, modify, and distribute such Submissions, in original or modified form, for any purpose, including, without limitation, marketing, and promotional purposes. You agree that FITA will have no obligation to keep any Submissions confidential. You will not bring a claim against FITA based on "moral rights" or any other intellectual property or other rights arising from FITA's use of a Submission. This Section does not apply to your Competition entry that you submit to FITA.

27. Submission entries must include clear information about
 - 27.1. The competition category under which entries are submitted
 - 27.2. Competition entry title.
 - 27.3. Accessibility issue and goal, including a brief report (not more than 2000 words) showing how the participant/s sought to address the accessibility difficulties at hand.
 - 27.4. The complete list of entry contributors, including details about their role and contribution
 - 27.5. Any accessibility testing carried out before entry submission
 - 27.6. Contact details, including email addresses and phone contact number.
 - 27.7. Wherever applicable, entries must include user and/or technical documentation in electronic text format.

Intellectual Property

28. As part of your submission of Competition entry, FITA reserves the right to evaluate the possible use of the designs (“Designs”) embodied in the submitted Competition entry in connection with FITA Activities (“Evaluation”); for purposes of clarification, nothing herein shall require FITA to evaluate any such Competition entry or Design. You hereby grant to FITA a fully paid up, non-exclusive and perpetual license, with the right to grant sublicenses, to allow FITA and its employees, affiliates, agents, and customers to copy, use, display, modify, and distribute the Competition entry, in original or modified form, in connection with the Evaluation.
29. FITA may elect to use your Competition entry in connection with FITA Activities. If FITA does elect to use your Competition entry in connection with FITA Activities, subject to any additional terms and conditions agreed to by you and FITA at the time of your submission of Competition entry, you hereby grant to FITA a fully paid up, non-exclusive and perpetual license, with the right to grant sublicenses, to allow FITA and its employees, and affiliates to copy, use, display, modify, and distribute the Competition entry, in original or modified form, in connection with FITA activities.
30. You represent and warrant to FITA that:
 - 30.1. the Competition entry and each Design embodied therein are original work; and that the Designs and publication thereof, do not infringe the intellectual property rights, including copyrights, trademark and trade dress rights, or any other rights, of any third party, and
 - 30.2. in your submission of Competition entry, you will comply with all applicable laws, rules, and regulations.
31. You further represent and warrant to FITA that:
 - 31.1. there are no claims, demands or any form of litigation pending, or to the best of your knowledge, threatened with respect to your Competition entry or the Designs embodied therein;
 - 31.2. FITA will not be required to make any payments to any third party in connection with its use of your Competition entry;
 - 31.3. the use of any instructions, formulae, recommendations, or the like contained in your Competition entry will not cause injury to any third party; and
 - 31.4. your Competition entry does not contain viruses or any other programs or technology designed to disrupt or damage any software or hardware.
32. To the maximum extent allowed by law, you hereby expressly waive all moral and other intellectual property rights and any other similar rights related to the use of

the Competition entry and the Designs embodied therein in connection with FITA Activities including, but not limited to, the following waivers:

33. You expressly waive any and all rights related to the integrity of the Designs. You agree that the Designs may be cropped, modified, and/or combined with other design elements or features;
34. You expressly waive any and all rights related to attribution. You agree that there is no obligation to use your name or to credit or attribute the Designs to you in any way, nonetheless you grant permission to FITA to use your name in connection with the design at FITA's sole discretion;
35. You expressly waive any and all rights related to disclosure. You agree that the Designs, both in the original form and in altered or modified forms, may be displayed, produced and distributed at whatever times and places and in whatever formats are desired by FITA; and
36. You expressly waive any and all rights related to retraction. You agree that it is your intention that this Waiver is intended to be permanent and perpetual.

Representations and Warranties

37. You represent and warrant to FITA:
 - 37.1. that you have the full power and authority to enter into and perform under these Terms,
 - 37.2. the execution and performance of your obligations under these Terms do not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, and
 - 37.3. these Terms are a legal, valid and binding obligation, enforceable in accordance with its terms and conditions.

Disclaimer

38. The competition website is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, warranties of satisfactory quality, fitness for a particular purpose, or non-infringement. You acknowledge that operation of the competition website may not be uninterrupted or error free. References and links to products or services of independent companies may appear on the competition website. These references and links are provided "as is" without warranty of any kind, either expressed or implied.

Limitation of Liability

39. In no event shall FITA and its officers, directors, employees, or agents be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data, or profits, whether or not FITA has been advised of the possibility of damage, arising out of or in connection with the use or performance of the competition website or your submission of competition entry, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall FITA be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the competition website or its competition entry.
40. FITA is not responsible for lost, late, misdirected, incomplete e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Competition Website i.e. FITA website <http://www.fitamalta.eu> and/or other online presence, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software or program/programming malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture or transmission of registration, entry or other information or the failure to capture, or loss of, any such or similar information.
41. Persons who tamper with or abuse any aspect of this Competition, as solely determined by FITA, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods.
42. FITA is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Competition or downloading materials from or use of the Competition Website or any website. Should any portion of the Competition be, in FITA's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or any other causes which, in the sole opinion of FITA, corrupt or impair the administration, security, fairness or proper play, or submission of entries, FITA reserves the right at its sole discretion to suspend, modify or terminate the Competition, and select the winners from entries received prior to action taken or as otherwise deemed fair and appropriate by FITA.
43. FITA is not responsible for any incorrect or inaccurate information, whether caused by the Competition Website users, or any website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized access to or use to this Competition Website or any website.

44. In case of dispute, the authorized subscriber of the e-mail account used to enter the Competition at the actual time of entry will be deemed to be the participant, and must comply with the Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses.

Severability

In the event any provision of the Rules is deemed illegal, invalid or unenforceable, such provision shall be stricken to the extent of its illegality, invalidity or unenforceability and the remainder of the Rules shall be construed and enforced as if it did not contain the stricken provision.

45. In its sole discretion, with or without notice to you, FITA may:
- 45.1. suspend, limit your access to or terminate your use of the Competition Website and/or your submission of Competition entry,
 - 45.2. remove any of your Competition entry from FITA's servers and directories. Notwithstanding anything contained in these Terms, the license to the Competition entry and the Designs embodied therein granted by you to FITA above will survive indefinitely.

Jurisdiction; Governing Law

46. The design competition shall be governed and construed by the law of the Republic of Malta.

General

47. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. FITA's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You shall not assign these Terms or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of FITA, and any such attempted assignment shall be void. FITA shall have the right to freely assign all or part of these Terms, and its rights and obligations hereunder, to any third party without requiring the consent of or notice to you. Subject to the foregoing, these Terms shall be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns.

48. These Terms set forth the entire understanding and agreement between FITA and you with respect to the subject matter hereof. The section and subsection titles in these Terms are for convenience only and have no legal or contractual effect. Each party is an independent contractor and not an agent or representative of any other party. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. These Terms shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party. The parties acknowledge and agree that these Terms may be entered into electronically, and without the necessity of written signatures.