

[NAME THE SEAL] – TERMS AND CONDITIONS

1. Entrants into the Competition will be deemed as having read the full terms and conditions before entry and as having accepted these terms and conditions.
2. The Competition commences on [2nd July 2021] and entries must be received by closing date at [5pm on 31st July 2021]. No entries will be accepted after the close date. The decision of the Promoter to accept and reject an entry is final. No correspondence will be entered into.
3. The “Promoter” means Ipswich City Council, ABN 61 461 981 07, of 45 Roderick St Ipswich 4305.
4. Entry to the competition is free and open to all members of the public
5. To enter into the competition visit Council’s website at [www.ipswich.qld.gov.au](http://www.ipswich.qld.gov.au) or navigate to <https://wp.me/paMk7F-gGV>. The information contained on our website in relation to the competition also forms part of these terms and conditions.
6. Only one entry per person is accepted.
7. Persons under the age of 18 years must gain parental consent before entering.
8. Employees of Ipswich City Council and their immediate family are ineligible to enter - ‘immediate family’ being a person or persons dwelling in the same house.
9. The winner will be notified by email on [10th August 2021]. Further, the winners name and the winning ‘name’ will also be displayed on council’s website, Facebook and other social media applications.
10. The prize is not refundable or transferable and may not be converted into cash. The prize consists of a [Seal water safety pack including books, water bottle, drawstring bag, hand sanitizer and sunscreen].
11. The Promoter and its contractors or agents may take photographs, sound recordings and video recordings of participants in conjunction with the competition. The Media may include images or recordings of you and/or parents/guardians (“Personal Information”) in coverage of the competition. By entering the competition, the entrant (or if the entrant is a minor, then the parent or guardian) gives full consent to the production and use of such media by the Promotor, its contractors or agents for any purpose even where not related to the competition.
12. All entrants agree to allow the Promoter and its contractors or agents to publish photos, sound recordings and video recordings of the competition event in media, including flyers and promotional material. The Promoter is not required to pay a fee for this use/purpose.
13. In the event of any dispute regarding the rules, conduct, results and all other matters relating to the Competition, the decision of the Judges shall be final and no correspondence or discussion shall be entered into.
14. Nominations must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening or is otherwise unlawful. Any nomination that, at the

discretion of the Promoter, is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening will immediately be disqualified from entering the Competition. The Promoter's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered into.

15. The Entrant warrants that:

- a. the Entry is their own creation; and
- b. the Entry is attributable only to the Entrant;
- c. the Entry and the acts of the Promoter in relation to the Entry do not infringe upon the copyright, intellectual property rights, or Moral rights of any person;
- d. they have the right to grant the rights under this clause and clause 15 below.

16. Entrants agree that by entering the Competition they authorise and grant the Promoter a non-exclusive and non-transferable licence to exercise intellectual property rights in the Entry (which may include, but is not necessarily limited to the use, modification, reproduction and or exhibition of Entries) for the purpose of advertising and promoting the Competition and/or other Ipswich City Council documents, activities, programs, and/or events. Entries may be exhibited or reproduced in any medium. The Promoter is not required to pay a fee to exercise any intellectual property rights.

17. By entering the Competition each entrant agrees to indemnify the Promoter against all claims, loss, damage, costs (including legal costs), or liability whatsoever arising out of or in connection with the Entrant's breach of these Terms and Conditions.

18. The Entrant (or where the Entrant is a minor, then the parent or guardian) shall indemnify and release the Promoter in respect of any judgement, action, or liability for all claims, loss, damage, or injury to persons or property arising from the negligence of the Entrant (or where the Entrant is a minor, then the parent or guardian); or against any breach by the Entrant of any third party intellectual property rights and against any act or omission by the Entrant (or where the Entrant is a minor, then the parent or guardian) commenced by a third party against the Promoter.

19. The promoter will not be liable for any loss or damage or personal injury that any entrant or winner in this competition may suffer, whether as a result of the promoters' negligence or otherwise, except in relation to any liability which cannot be excluded by law.

20. All nomination forms submitted become the property of the Promoter.

21. Entrants acknowledge and agree that as a result of entering the Competition they are providing their personal information to the Promoter (Ipswich City Council) and its contracted service providers for the purpose of administering the Competition, awarding prizes, and publicity. Furthermore, entrants acknowledge and agree that their personal information will be handled in accordance with Council's Privacy Statement and Personal

Information Digest. A copy of Council's Privacy Statement and Personal Information Digest can be accessed at:

[http://www.ipswich.qld.gov.au/about\\_council/corporate\\_publications/privacy.](http://www.ipswich.qld.gov.au/about_council/corporate_publications/privacy)