

Kids Go Wild Nature Hunt Competition 2020 Terms and Conditions

- 1. The Promoter of the 'Kids Go Wild Nature Hunt' Competition 2020 (the "Competition") is the Ipswich City Council.
- 2. Entry to the competition is free and open to all members of the public who reside within lpswich Local Government Area. An entrant must be an individual and not a company or organisation.
- 3. Entrants under 18 years of age must have the consent of their parent or guardian to enter.
- 4. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.
- 5. The Competition opens at 9:00am on Monday, 29 June 2020 and closes at 11:59pm on Sunday, 12 July 2020 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is taken for late, lost, delayed or misdirected entries.
- 6. Information on how to enter the competition and prizes form part of these entry terms.
- 7. The prizes will be:
 - a) four (4) randomly selected winners with a valid entry will each receive a prize pack to the value of \$125.
- 8. Winners will be determined at 9:00am Tuesday, 9 July 2020. Winners will be notified via Instagram direct message and a post on Council's Instagram account. Winners will have five (5) days to arrange collection/delivery of their prize. If prize collection is not organised within this time a re-draw will take place and a new winner selected from existing entrants.
- 9. Prizes are not redeemable, and/or exchangeable for compensation in cash or kind.
- 10. Entrants over the age of 13 years may enter via Instagram using the hashtag #enviroedipswich or may send an Instagram direct message to @ipswichcitycouncil. Use of this hashtag or a direct message is evidence of the entrant's consent to these Terms and Conditions. Entrants can make multiple posts using the hashtag #enviroedipswich or via direct message to @ipswichcitycouncil but will receive only one single entry to the random draw
- 11. All images must be captured within the Ipswich City Council Local Government Area boundaries.

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- 12. Entries must not contain any material that is defamatory, discriminating, obscene, indecent, harassing or threatening or is otherwise unlawful. Any entry that at the discretion of the Promoter, is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing or threatening, will be immediately be disqualified from entering the Competition.
- 13. Entries submitted via Instagram are bound by the Terms of Use provided by Instagram, further to these Terms and Conditions.
- 14. Entrants warrant 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 clauses 15 and 16 below.
- 15. Entrants agree that by entering the Competition they authorise and grant the Promoter consent to use their image together with 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.
- 16. Entrants agree that the Promoter may modify the Entrant's Entry as it sees fit to meet its requirements without further reference to the Entrant.
- 17. By submitting your photograph/video for entry, you the Entrant, warrants that:
 - a. Prior to submitting the photograph/video into the competition you have gained consent of all identifiable persons featured in the photograph/video.
 - b. Photographs/video must be previously unpublished and the Entrant warrants that all photographs/video entered into the competition are their own work.
- 18. This entry form does not constitute permission to enter private property. Such permission must be obtained from the landholder.
- 19. Entrants must not engage in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
- 20. The Promoter is not responsible for any costs arising from entry into the Competition, including but not limited to: costs to access internet or phone providers, equipment costs and so on.

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- 21. 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.
- 22. The Entrant (or where the entrant is a minor, then the parent or guardian) shall indemnify and release the Promoter in respect of any judgment, 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.
- 23. Any decision made by the Promoter with respect to these Terms and Conditions and/or the Competition, is final and at the sole discretion of the Promoter. No correspondence and/or discussion will be entered into.
- 24. Entrants are reminded to follow the relevant guidelines published by Queensland Health in relation to the ongoing COVID-19 Pandemic during the course of this Competition. Any Entrant not following the guidelines issued by Queensland Health may, in the sole discretion of the Promoter, be disqualified from this Competition.

Information Collection Notice

Ipswich City Council is collecting your personal information so that we can assess your Entry in the Kids Go Wild Nature Scavenger Hunt Competition 2020. We will not disclose your personal information outside of Council unless we are required by law or you have given your consent. However, to enable the Council to administer, judge and promote the Competition your personal information may be recorded and/or disclosed; for instance your name and/or image may be disclosed in a publication or at an event for the purpose of giving notice of Competition winners/entrants and/or in the manner outlined in the Terms and Conditions above. By entering the competition, we will consider that you have given us your consent to manage your personal information in the manner described in the above Terms and Conditions, Council's Privacy Statement, Personal Information Digest and this collection notice.