

## 2024 WATERFEST – “CATCH, SNAP & WIN” IPSWICH FISHING COMPETITION

### TERMS & CONDITIONS

Please read these terms and conditions carefully prior to registering to enter the 2024 WaterFest “CATCH, SNAP & WIN” IPSWICH FISHING COMPETITION.

By entering the 2024 WaterFest “CATCH, SNAP & WIN” IPSWICH FISHING COMPETITION you are taken to have read, understood and agreed to the following terms and conditions (“the Terms”):

#### 1. The Competition

1.1 The Competition is conducted and administered by Ipswich City Council ABN 61 461 981 077

1.2 Council has engaged the services of 2 Bent Rods ABN 78 638 302 116 as a Third Party Provider to administer and manage the Competition.

#### 2. General

2.1 Entry into the 2024 WaterFest “CATCH, SNAP & WIN” IPSWICH FISHING COMPETITION is deemed acceptance of these Terms.

2.2 If there is any inconsistency between these Terms and anything else that refers to this Competition, these Terms will prevail.

2.3 Council reserves the right to vary these Terms, or suspend, terminate or cancel the Competition at any time and in its sole and absolute discretion.

2.4 Following any variation of these Terms, the Council may re-upload the updated Terms to its website. All entrants are required to check the website regularly and accordingly, once updated Terms are uploaded to Council’s website, all entrants are required to comply with the altered Terms.

2.5 All decisions made by Council throughout the Competition are final and binding and no correspondence will be entered into.

2.6 By entering the Competition, entrants agree to follow any conditions of entry, set by Council. Each entrant is responsible for ensuring that they are aware of and comply with all conditions of entry related to the Competition.

2.7 To be eligible, all Entrants must fulfil the requirements set out below.

2.8 Entry into the Competition is free.

#### 3. Competition Date

3.1 The 2024 WaterFest “CATCH, SNAP & WIN” IPSWICH FISHING COMPETITION is held from Thursday 28 March to Sunday 14 April 2024 inclusive.

#### 4. Definitions In these terms and conditions, the following terms will have the corresponding meaning:

**Activity** means any undertaking by an entrant to the 2024 WaterFest “CATCH, SNAP & WIN” IPSWICH FISHING COMPETITION in order to complete the tasks as part of the competition.

**App** means the phone or computer-based application from 2 Bent Rods that is required to enter the competition.

**Chief Executive Officer** means the chief executive officer of Council or a person acting in that position.

**Competition** means the 2024 WaterFest “**CATCH, SNAP & WIN**” **IPSWICH FISHING COMPETITION** being held from Thursday 28 March – Sunday 14 April 2024 inclusive in the Ipswich City Council Local Government Area and facilitated by 2 Bent Rods.

**Promoter** means entity who will lead the promotions of the competition which will be Ipswich City Council.

**Council** means Ipswich City Council.

**Entrant** means a person who is an Ipswich City Council resident who has undertaken an activity as part of the 2024 WaterFest “**CATCH, SNAP & WIN**” **IPSWICH FISHING COMPETITION**

**Judge/s** means the persons responsible for adjudicating and deciding the winners of this competition and will be comprised of representatives from 2 Bent Rods and Council.

**Prize** means the awarded goods or vouchers issued for the categories outlined. The nature of these prizes is entirely up to the judge’s discretion.

**Third Party Provider** means a party which operates or controls an Activity, or part of an Activity, that is not Council.

**Venue** means any location or place in which you can legally fish and do so for the purpose of this competition. The venue must be within the Ipswich Local Government Area.

**You / Your** means the person registering and on behalf of other adult/s, and/or child/children (under 18) participating in the activity.

## 5. Eligibility Criteria

5.1 The Competition is open to all ages as at the time of the competition.

5.2 All Entrants under 18 years of age must have parental permission before entering the Competition. By permitting a minor to enter the Competition a parent or guardian is accepting these terms and conditions and is responsible for compliance with them.

5.3 Entrants are to follow the instructions for the Competition as provided by the facilitating Third Party Provider.

5.4 The following people are ineligible to enter the Competition:

- a. all employees of Council.
- b. all 2 Bent Rods individual and executive members, office bearers, subcontractors and volunteers;
- c. any person involved in planning the Competition; and
- d. any person who may be considered to have an advantage in the Competition as a result of clause 5.4(a), (b) or (c).

## 6. Entry to Competition

6.1 Entry is via the 2 Bent Rods App free at Google Play, Android and the Apple App Stores.

6.2 In addition to the requirements set out above in clauses 5.1 – 5.4, to enter the Competition and be eligible to win a prize an entrant must:

- a. capture a fish;
- b. take a photo of themselves with the fish;

- c. take a photo of the fish against a ruler to clearly display its length;
- d. release or keep the native fish if legal size;
- e. dispose of any pest fish in a humane manner.

6.3 Entry into the Competition will be from 12.01am AEST Thursday 28 March to 11.59pm AEST Sunday 14 April 2024.

6.4 Entries received outside the above timeframes will not be accepted.

6.5 The Judges reserve the right to disqualify any Entrant who tampers with the entry process or any other aspect of this Competition.

## 7. Entry Rules

7.1 Entrants must reside in the Ipswich City Council Local Government Area.

7.2 Entry to the competition is open to individuals. Companies and organisations are ineligible for entry to the Competition.

7.3 Entrants must abide by the general fishing rules as per Fisheries Qld guidelines:

- [Size and Possession for Tidal waters](#) (click link)
- [Size and possession Limits for Freshwaters](#) (click link)
- [Rules and Regulations for Fishing Equipment](#) (click link)

7.4 It is recommended that native fish caught should be returned to the water alive and unharmed as soon as possible.

7.5 Entrants must ensure that tilapia, carp & other pest or noxious species **are not** returned to the water.

7.6 Entrants must euthanise & dispose of all pest species as per Biosecurity Queensland guidelines:

- [Your legal obligations for invasive freshwater animals](#) (click link)

7.7 Entrants must have approval or permission to fish from private property.

7.8 Entrants are not permitted to fish in a No Fishing area. Fishing is **NOT** permitted at the following sites – for [more information visit this link](#)

- a. at Riverheart Parklands
- b. on all bridges including One Mile Bridge, Bradfield Bridge, David Trumpy Bridge, Warrego Highway Bridge and all Rail bridges.
- c. At any fishways including the reaches either side of the Old Mount Crosby Weir
- d. Springfield Lakes (except for regulated fishing educational days/events only).

7.9 Entrants who use any water craft during the Competition Period are encouraged to wear a personal flotation device compliant to Australian Standard rating 50, 100, or 150 at all times whilst on the water. Those entrants must respect all others by keeping a safe distance from other watercraft and obeying all boating rules.

## 8. Assumption of Risk

8.1 You acknowledge that the Competition task(s) You choose to undertake may be dangerous and may result in Your injury or death or damage to or loss of Your personal property.

8.2 You fully and willingly accept and assume all risks that may arise out of or result from Your participation in the Activity.

## 9. Medical Advice

9.1 Before undertaking the Activity, You must seek independent medical advice to determine whether You have any health-related issues which might cause You to not undertake the Activity.

9.2 You accept that Council is not able to provide You with the advice referred to in clause 8.1 and that Council will assume that You have received and acted upon the advice referred to in clause 8.1 before agreeing to these terms and conditions.

## 10. Third Party Providers

10.1 You acknowledge that some Activities are operated and controlled by Third Parties.

10.2 You acknowledge that Council or Third Parties may require you to sign an additional release on the date of the Activity, prior to undertaking the Activity.

10.3 You agree that you will obey and will comply with all rules and directions made or given by the Third Party Provider in connection with the Competition. If you fail to comply with the Third Party Provider's rules and/or directions, you will not be eligible for the Competition.

## 11. Insurance

11.1 You acknowledge that You have the opportunity to obtain personal accident and life insurance prior to undertaking the Activity and agreeing to these terms and conditions.

## 12. Payment for Damages

12.1 You agree to reimburse Council for the amount it would cost to replace anything belonging to Council which You damage in the course of the Activity.

## 13. Waiver

13.1 You agree to waive, to the extent permitted by law, any right to claim which You, Your insurer or any other person may have or which may arise in the future against Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers in relation to You undertaking the Activity.

## 14. Indemnity & Release

14.1 You agree to release to the full extent permitted by law and to indemnify and keep indemnified the Council, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for death of or injury to You or loss of or damage to Your property and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in any way associated with You undertaking the Activity.

14.2. The indemnity and release referred to in Clause 14.1 applies whether or not the injury, death, loss or damage arose as a result of anything You are authorised or obliged to do by Council or anything to which the Council has consented to or approved.

## 15. Media Consent and Privacy

15.1 You give consent to Council to make and/or retain an image or images of You or an individual for whom You have authorised decision-making responsibility and You authorise Council's use or reproduction of such images for the purposes of publishing materials related to the activities, programs and services of the Council without acknowledgment and without being entitled to remuneration or compensation.

15.2 Information, including images, regarding winning entries will be published through council digital and hardcopy promotional channels including (but not limited to) media releases to third-party media outlets and Environment Matters magazine and e-newsletter.

15.3 Council is collecting your personal information for the purposes of conducting the Competition. We will not disclose your personal information outside of Council unless we are required to do so by law or you have given your consent. However, to enable the Promotor to administer, judge and promote the Competition your personal information may be recorded and/or disclosed; for instance, your name may be disclosed in a publication or at an event for the purpose of giving notice of Competition winners/entrants. By uploading your photo of your catch to the 2 Bent Rods app, we will consider that you have given the Promotor your consent to manage your personal information in the manner described in Council's Privacy Statement, Personal Information Digest and this Collection Notice: [https://www.ipswich.qld.gov.au/about\\_council/corporate\\_publications/personal\\_information\\_digest](https://www.ipswich.qld.gov.au/about_council/corporate_publications/personal_information_digest)

## 16. Winner Selection

16.1 Winners of the Competition will be chosen by a judging panel consisting of representatives from 2 Bent Rods and Council. One winner will be selected from eligible entries for each category:

### **Category 1: Longest Native Fish**

- Open age (*26 years and over*)
- Youth (*entrant aged 12-25 years old*)
- Child (*entrant up to 11 years old*)

### **Category 2: Longest pest fish for removal**

- Open age (*26 years and over*)
- Youth (*entrant aged 12-25 years old*)
- Child (*entrant up to 11 years old*)

### **Category 3: Most fish caught overall**

- Open age (*26 years and over*)
- Youth (*entrant aged 12-25 years old*)
- Child (*entrant up to 11 years old*)

16.2 You must provide Your name and a valid contact phone number, email address and home address to be eligible for selection.

16.3 The winners will be announced at the Fishing Competition Awards event at Queens Park Environmental Education Centre on Saturday 20 April. Potential awards winners will be contacted to attend the event.

## 17. Prizes on offer

17.1 Prizes for each of the 3 categories listed above comprise of goods, services, vouchers or items up to the value of \$300.00 dollars in each category. Random prize draw comprises of goods and items up to the values of \$817. Prizes are listed as below:

CATEGORY	PRIZE (UP TO THE VALUE OF)
<b>1. Longest native fish</b> <ul style="list-style-type: none"><li>Prize for open age group</li><li>Prize for youth age group (12-25 years)</li><li>Prize for child age group (up to 11 years)</li></ul>	<ul style="list-style-type: none"><li>\$300</li><li>\$200</li><li>\$50</li></ul>
<b>2. Longest pest fish for removal</b> <ul style="list-style-type: none"><li>Prize for open age group</li><li>Prize for youth age group (12-25 years)</li><li>Prize for child age group (up to 11 years)</li></ul>	<ul style="list-style-type: none"><li>\$300</li><li>\$200</li><li>\$50</li></ul>
<b>3. Most fish caught overall</b> <ul style="list-style-type: none"><li>Prize for open age group</li><li>Prize for youth age group (12-25 years)</li><li>Prize for child age group (up to 11 years)</li></ul>	<ul style="list-style-type: none"><li>\$300</li><li>\$200</li><li>\$50</li></ul>
<b>Random Prize draw</b> – all participants	<b>Up to \$817 (Kayak with a seat and paddles)</b>
<b>TOTAL</b>	<b>\$2,467</b>

17.2 The exact nature and composition of the Prize awarded for each of the three categories will be determined at the sole discretion of the Judges for this competition – 2 Bent Rods and a representative from Council.

17.3 Prizes will be available for collection at the Fishing Competition Awards on Saturday 20 April or upon arrangement with 2 Bent Rods from the Queens Park Environmental Education Centre upon confirmation.

17.4 If a winner is unable to collect a Prize two weeks after being contacted by email they will forfeit the Prize in its entirety.

17.5 If a Prize is unavailable for whatever reason, Council reserves the right to substitute the Prize for a prize of equal or greater value, subject to State Regulation. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

17.6 Prizes are not transferable, exchangeable or redeemable for cash or other services.

17.7 All decisions regarding Prize draws are final, and no correspondence will be entered into.

## 18. Jurisdiction

18.1 These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the state of Queensland.

## 19. Survival

19.1 Any of these terms and conditions which are capable of having effect after the completion of the Activity (including provisions relating to indemnities and waivers) must remain in full force and effect following the completion, expiration, termination or cancellation of the Activity.

## 20. Surrender of Substantial Rights

20.1 YOU ACKNOWLEDGE THAT YOU WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND THAT THE PURPOSE OF THESE TERMS AND CONDITIONS IS TO EXCLUDE TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL LIABILITY OF COUNCIL FOR YOUR DEATH OR INJURY AND FOR LOSS OF OR DAMAGE CAUSED TO YOUR PERSONAL PROPERTY and You agree that these terms and conditions must be interpreted to achieve that purpose and in any dispute, must be interpreted against You in favour of Council.

20.2 You acknowledge that you have the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.

## 21. Reading Down

20.1 To the extent that any of these terms and conditions is held to be illegal, invalid or unenforceable, it must be read down to the extent that all other terms and conditions remain enforceable at law.

## 22. Dispute Resolution

21.1 You agree that any dispute arising between the You and Council in relation to these terms and conditions will be dealt with as follows:

- a) You will notify Council in writing of the nature of the dispute.
- b) You and Council will attempt to resolve the dispute via negotiation in good faith.
- c) If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chief Executive Officer.
- d) The decision of the Chief Executive Officer will be binding on both You and Council.
- e) The decision of the Chief Executive Officer will be given to You in writing.
- f) At all times during the dispute resolution process, the Chief Executive Officer must act in accordance with the principles of natural justice and fairness.