## Queensland Junior Upstander Awards 2024 – Stand Up for Respect – PROMOTION TERMS AND CONDITIONS AND CONSENT

#### Introduction

1. Information on how to enter the competition, the collection of personal information and the prizes to be won form part of these Terms and Conditions. By entering the competition, entrants are indicating their agreement to be bound by these Terms and Conditions. The Promoter has the right, at its sole discretion and at any time, to change or modify these Terms and Conditions.

2. The Promoter is Life Education Centre Foundation Qld Inc (ABN 17 760 280 660), whose registered office is 89 Sunshine Blvd, Mermaid Waters QLD 4218 (**'the Promoter'**).

3. Entry is open to Queensland residents who are aged between 5 and 13 years old during the Promotional Period ('**Eligible Entrants**'). All Eligible Entrants must have approval to enter from their parent or guardian. The parent or guardian of the Eligible Entrant must read and consent to these Terms and Conditions.

4. Eligible Entrants and their parents or guardians must give consent and be willing to participate in promotional activities including attending event/s, speaking to the media and/or providing quotes for media materials.

5. Employees of the Promoter and their children are not eligible to enter.

6. The Promoter may in its sole discretion disqualify an entrant who submits an entry that the Promoter has reason to believe does not comply with these Terms and Conditions or has engaged in any unlawful or improper misconduct which is judged to put at risk the fair and proper conduct of the competition in any way.

7. The competition opens at 9:00am on Tuesday 9 July 2024 and closes at 11:59pm on Sunday 4 August 2024 ('**competition period**'). All times are AEST, as applicable in Queensland.

8. Entries must be received before the end of the competition period. No entries will be accepted after the competition has closed. The Promoter accepts no responsibility for any entries not received on time (whether or not due to any negligence by the Promoter), including without limitation any technical errors or IT issues.

#### How to enter

9. To enter the competition, the Eligible Entrant must complete the following steps during the Competition Period to submit an "entry":

a. Visit <u>https://lifeeducationqld.org.au/upstander-awards/</u> and complete the nomination form.

b. Produce a submission of up to 300 words OR an illustration OR a video of why the person, or yourself, should be recognised as the Queensland Upstander of 2024 and reference the theme 'Be an Aussie Upstander'.

c. Upload the video OR written OR illustration submission to the <u>https://lifeeducationqld.org.au/upstander-awards/</u> by ticking the agree box to the application, the parent or guardian of the Eligible Entrant is agreeing to these Terms and Conditions.

10. Multiple submissions/entries are permitted per Eligible Entrant. Duplicated submissions will not be accepted.

11. Entrants must comply with the specified file types and limits:

a. Written stories must be submitted in Word or PDF format and must be no longer than 300 words in length total.

b. Illustrations must be submitted as an electronic high-

resolution photograph or scan of the original artwork in PDF, png, or



jpeg format. The file size must not exceed 10MB. Accompanying written descriptions must be submitted in word or PDF format and must be no longer than 200 words in total.

c. Video submissions must not be longer than two minutes and submitted in Mp4/mov format, no larger than 500mb.

12. This is a merit-based competition, where winners of the prize(s) are selected based on their demonstrated skills and actions. Chance plays no part in determining the winner.

13. Eligible Entrants warrant and agree that:

a. The entry is the original creation of the entrant.

b. The entry is not in breach of any intellectual property rights and that they have secured all the necessary intellectual property rights in relation to their entry. The Promoter accepts no responsibility in the event that the entrant has not done so.

c. They comply with all applicable laws.

d. The content is not defamatory and is suitable for publication.

14. Incomplete, indecipherable or ineligible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and entrants (including the entrant's identity, age and address).

15. The Promoter may disqualify any entrant who submits an entry that is not in accordance with or breaches the Terms and Conditions, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition.

#### Prize

16. Four (4) winners, as determined by merit, will each win a \$250 prepaid Visa gift card for the upstander individual and a \$250 prepaid Visa gift card for the individual upstanders school ('**Prize**'). There will be four selected winners selected from within Queensland. The winner/s will also be invited to attend media event/s and receive their awards at the Life Education Celebration event at Queensland Parliament on Tuesday 20<sup>th</sup> August 2024.

Additionally, winners who reside outside of Brisbane will be provided with return economy flight for the winner (1) and one (1) parent or carer, as well as one (1) night's accommodation in Brisbane organised by Life Ed Queensland. All other expenses are the responsibility of the winners.

17. The Prize is as stated and no cash or other alternatives will be offered. The Prize is not transferable.

18. The Prize is subject to availability and where reasonable the Promoter reserves the right to substitute the Prize with another of equivalent value without giving notice.

19. There is no entry fee and/or purchase necessary to enter the competition.

20. Any costs associated with entering the competition or claiming of the Prize is the responsibility of the entrant. The Promoter takes no responsibility for any costs incurred by the entrant (and there will be no reimbursement of any costs) in the course of taking part in the competition.

21. The winners (4) will be selected by the judging panel and announced on 12 August 2024.

22. The winner will be notified by phone OR email and advised how the Prize(s) can be claimed.

23. The onus is on the winner to contact the Promoter within 5 days to claim the Prize. If the winner fails to do so, the Promoter reserves the right to withdraw the Prize from the winner and pick a replacement winner.



#### Privacy consent

24. Personal information collected by the Promoter relating to each entrant and entry for the purpose of the competition will be used and handled in accordance with the *Privacy Act 1988*, Australian Privacy Principles and the Promoter's <u>Privacy Policy</u>.

25. The Promoter may, solely for the purpose of judging and selecting the winning entry, disclose personal information to the Judging Panel appointed by the Promoter.

26. Personal information of entrants will not be disclosed to any other third party without the entrant's prior consent.

#### General

27. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

28. By submitting an entry, and accepting the Prize, the winning entrant grants to the Promoter, a royalty-free, worldwide, non-exclusive licence (including a right to sub-licence) to use, reproduce, communicate, publish, adapt, modify and exploit its entry in any public material of the Promoter, for an unlimited period without compensation, for any purposes related to the *Queensland Junior Upstander Awards 2024* – Stand Up for Respect competition.

29. Furthermore, Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice, including photograph, film and/or recording of the same ('**Eligible Entrant Material**') in any media, including on any social media platform, for an unlimited period without remuneration for any purpose related to the *Queensland Junior Upstander Awards 2024* – Stand Up for Respect competition.

30. The Eligible Entrant releases the Promoter from all liability whatsoever related to the use of the Eligible Entrant Material in any media, including any social media platform, relating to the competition.

31. The Promoter may use the Eligible Entrant Material in any form, in whole or in part, and in any medium including in print, on the internet or other multi-media uses, relating to the competition.

32. The competition is not sponsored, endorsed or administered by, or associated with YouTube, Facebook, or any other social network platform.

33. The Promoter reserves the right to cancel the competition, without prior notice that it intends to do so, in the event of:

a. a catastrophe, health pandemic, war, civil or military disturbance, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control.

If the Promoter does cancel the competition details of the cancellation will be published as soon as possible, and cancellation will be effective immediately upon publishing on the <u>www.lifeedqld.org.au</u> website.

34. The competition and these Terms and Conditions are governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.



### **Personal Information Collection Notice**

35. Your personal information is being collected by the Life Education Centre Foundation Qld Inc (the Promoter) for the purpose of the *Queensland Junior Upstander Awards 2024* – Stand Up for Respect competition.

If you do not provide this information you will be unable to enter the competition. Your information will be used and handled in accordance with the Privacy Act 1988, Australian Privacy Principles and the Promoter's Privacy Policy. Your personal information will be

• used by the Promoter to contact you in relation to the competition, and to verify the validity of your entry and entrant details (including your identity, age and address).

Your personal information will not otherwise be disclosed without your prior consent, unless required by law. Your personal information will not be disclosed to overseas recipients. For further information including how to access your information and how to make a complaint, see the Promoter's Privacy Policy.

## Consent of parent/guardian

36. By ticking the below box, I declare that I have read and agree to the *Queensland Junior Upstander Awards 2024* – Stand Up for Respect competition terms and conditions and give consent for my child to enter.

