

## INNER WEST COUNCIL'S LIBRARY YOUNG CREATIVES AWARDS 2019 TERMS & CONDITIONS

### DEFINITIONS

Following definitions apply to these Terms and Conditions:

- a) "Closing Date" means 31st July 2019.
- b) "Commencement Date" means 1st April 2019.
- c) "Competition Period" means the period between the Commencement Date and the Closing Date.
- d) Winners will be notified by 31 August 2019.
- e) "Entrant" means a person who enters the Competition.
- f) "Entry Criteria" means the entry must be original and not be late; incomplete; incomprehensible; obscene; defamatory; libellous; threatening; pornographic; harassing; hateful; racially or ethnically offensive; or breach any law.
- g) Prize means:

\$500 to the Young Writer Award winner for 12 – 15 year olds  
\$500 to the Young Writer Award winner for 16 -18 year olds  
\$500 to the Young Artist Award winner for 12 – 15 year olds  
\$500 to the Young Artist Award winner for 16 – 18 year olds

Runner ups prizes

\$250 to the Young Writer Award runner up for 12 – 15 year olds  
\$250 to the Young Writer Award runner up for 16 -18 year olds  
\$250 to the Young Artist Award runner up for 12 -15 year olds  
\$250 to the Young Artist Award runner up for 16 – 18 year olds

- h) "Promoter" means Inner West Council, PO Box 14, Petersham NSW 2049, ABN - 19 488 017 987.
- i) "Entry" for either category must in some way be inspired or reference an item from the Inner West Library and History collection. The item must be any work in the current collection and can be in any medium (for example, books, e books, audio files, periodicals). Inner West Libraries are located at Ashfield, Balmain, Dulwich Hill, Haberfield, Leichhardt, Marrickville, Stanmore, St. Peters.
- j) "Entry" for the Young Writer Award means submitting a piece of writing which can be a review, a fan fiction or a piece of prose responding to an item from the Inner west Council Libraries. Entries will be accepted +/- 10% of 1000 words. Poetry will not be accepted.
- k) "Entry" for the Young Writer Award will be submitted online via smartygrants.
- l) "Entry" for the Young Artist Award must consist of one piece that responds to a resource in the Library. For example drawings or paintings illustrating a scene in a novel/DVD, a video re-creating a scene from a book or fan art based on an item from the collection)
- m) "Entry" for the Young Artist Award will be submitted online.

**Customer Service Centres**

**Ashfield** | P (02) 9716 1800 | E [info@ashfield.nsw.gov.au](mailto:info@ashfield.nsw.gov.au) | 260 Liverpool Road Ashfield NSW 2131

**Leichhardt** | P (02) 9367 9222 | E [leichhardt@lmc.nsw.gov.au](mailto:leichhardt@lmc.nsw.gov.au) | 7-15 Wetherill Street Leichhardt NSW 2040

**Petersham** | P (02) 9335 2222 | E [council@marrickville.nsw.gov.au](mailto:council@marrickville.nsw.gov.au) | 2-14 Fisher Street Petersham NSW 2049

- n) Entrants will retain original copies of art works, no larger than A3 size for 2D artworks, and no longer than 3 minutes for video files to be made available to the promoter upon request.
- o) "Winner" means an Entrant who wins a Prize.
- p) "Unclaimed Prize Determination" means a further selection of a Winner /s by the panel of judges.
- q) "Unclaimed Prize Determination Date" means September 16 2019.
- r) All times and dates are AEDT for Sydney and times are stated using the 24-hour clock.

## **PARTICIPATION**

- 1. The Competition is conducted by the Promoter.
- 2. The Competition is a game of skill, and chance plays no part in determining the Winner.
- 3. Entry to the Competition constitutes acceptance of these Terms and Conditions.
- 4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
- 5. This Competition will be advertised from 7 March, 2019.
- 6. An Entrant is eligible to win a Prize if they:
  - a. are under the age of 19 and have their parent's or guardian's permission before entering the Competition;  
and are not:
  - b. an employee of the Promoter; or
  - c. a child or sibling (whether natural or by marriage or adoption) of a person who is an employee
- 7. Entry to the Competition commences on the Commencement Date and closes on the Closing Date.
- 8. If the entrant has a birthday during the Awards submission dates, the entrant must enter the age category that fits their age on the Closing Date.

## **ENTRY**

- 9. To enter the Competition, the Entrant must submit the entry online [www.innerwest.nsw.gov.au/youngcreativesawards](http://www.innerwest.nsw.gov.au/youngcreativesawards)
- 10. An Entrant's entry must meet the Entry Criteria.
- 11. Only one entry per person may be submitted for each category.
- 12. One prize will be given to each winner.
- 13. Entrants must ensure that their entries are received by the Promoter during the Competition Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
- 14. Should an Entrant's contact details change at any time between the date on which they enter the Competition and the Unclaimed Prize Determination Date, the Entrant must notify the Promoter of their correct contact details immediately.
- 15. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that a Winner cannot provide suitable proof of eligibility, that Winner will forfeit their Prize in whole and no substitute or compensation will be offered.
- 16. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
- 17. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
  - a) fails to establish their entitlement to win the Competition to the Promoter's satisfaction;
  - b) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - c) has submitted an entry that is not in accordance with these Terms and Conditions.

## **WINNERS**

18. Each Winner will be selected by a panel of judges selected by the Promoter.
19. Each Winner will be notified by phone or email by 31 August 2019.
20. All reasonable attempts will be made to contact each Winner. If a Prize is:
  - a. not claimed by the Winner by 9:00am on the Unclaimed Prize Determination Date; or
  - b. forfeited for any reason, the Prize will be awarded to another Entrant in an Unclaimed Prize Determination.
21. The Winner/s of the Unclaimed Prize Determination will be notified by phone or email within two (2) days of the Unclaimed Prize Determination Date.
22. Each Prize will be awarded to the people named in the winning entries.
23. By entering the Competition, each Winner agrees that:
  - a. if requested by the Promoter will:
    - i. provide comments about the Competition and/or a photograph or audio-visual clip of themselves; and
    - ii. participate in a Competition shoot in connection with the Competition;
  - b. the Promoter may use their name, image, comments, photographs or clips ("Materials") for publicity and Competition purposes in any form of media, without reference or compensation to the Winner or any other person;
  - c. the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media.
24. Each Prize is valid from date of issue. If they are not collected by this date the prize is forfeited. The Promoter cannot extend these dates and it is the responsibility of the entrant to check these dates.
25. Winners of the Young Artist Awards and Young Writer Awards will have their works exhibited at one of the Inner West Libraries as well as on the Inner West Libraries website.

## **GENERAL**

26. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all Entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales.
27. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Competition. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide Entrants with notice of substantial amendments.
28. All entries become the property of the Promoter.

## **PRIVACY**

29. The Promoter is bound by the *Privacy and Personal Information Protection Act 1998* (NSW). Below is a copy of the Promoters Privacy and Personal Information Protection Notice.

### **Privacy and Personal Information Protection Notice**

#### **Collection of Your Personal Information in this Competition**

#### **What is Personal Information and why is it being collected?**

Personal information means information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion. Personal information Council collects includes:

- (a) personal contact details including phone numbers and email addresses
- (b) signatures
- (c) personal financial information, e.g. credit card details
- (d) health and medical information
- (e) audio footage, photos / videos depicting people

Council collects information at (a) for the purpose of running the Competition, for general recordkeeping purposes, and information in (e) for, advertising future events.

### **How is my Personal Information being collected?**

Personal information may be collected at this event through a variety of means such as audio/video recording, photography and form/s you complete at/for this Competition. Council may reproduce the information in (e) in a number of ways such as promotional material distributed by Council and/or by publishing the information on our website.

### **What are my Rights?**

Please advise a Council officer who is working in conjunction with the Competition if you do not wish for Council to publish / distribute the personal information in (e) we are collecting about you. You may contact Council at any time in the future to withdraw permission for us to circulate or hold your personal information. Council will respect your right to protect your privacy and will not circulate or hold your personal information unless required to by law. Further, you may contact us at any time to ask us to correct the personal information we hold about you.

### **Want to Know More?**

If you would like to learn more about how we manage the personal information we collect, please contact one of our Customer Service Centres during business hours to be referred to one of our governance specialists.

This Privacy Notice has been produced in accordance with the requirements of Section 10 of the *Privacy and Personal Information Protection Act 1998* (PPIPA).