

## **Libraries ACT – 2020 National Simultaneous Storytime Photo Competition**

### **Terms and Conditions**

The following terms and conditions apply to the “Libraries ACT 2020 National Simultaneous Storytime Photo Competition” (Competition). These terms and conditions, together with the Entry, govern the competition and are intended to be a legally binding agreement. By submitting an entry into this competition entrants warrant that they have read, understand and agree to be bound by these terms and conditions.

1. The promoter of the Competition is Libraries ACT of Level 7, 490 Northbourne Avenue, Dickson ACT 2602 (“Promoter”).
2. For the purposes of Australian law, this Competition is a ‘game of skill’ and chance plays no part in determining the winners.
3. Entry into the Competition is free and open only to entrants who live, work or study in the ACT region (in line with eligibility to become a Libraries ACT member). Employees (or the immediate family member of an employee) of Libraries ACT are not permitted to enter the Competition.
4. Promotion commences 10am (AEST) on Wednesday 20 May 2020 and closes at 11.59pm (AEST) on Sunday 31 May 2020.
5. To enter participants must post a photo of themselves dressed as their best or most spectacular Chicken Diva on the Libraries ACT 2020 National Simultaneous Storytime Facebook event page and must like the @LibrariesACT Facebook page. Alternatively, entries can be emailed to [library.customerinfo@act.gov.au](mailto:library.customerinfo@act.gov.au)
6. Winners will be announced on the Facebook event page on Monday 14 June 2020.
7. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible, incomprehensible or offensive entries will be deemed invalid and be removed from the Facebook event page at the Promoter’s sole discretion. All entries must be posted online in the manner required and received by the Promoter by the above entry close. Entries will be deemed to be accepted at the time of receipt or successful online posting and not at the time of transmission.
8. Eligible entries received by the Promoter will be judged based on the creativity, skill and engagement of the photo submitted. The winners of the Competition will be decided by the panel of judges selected by the Promoter. The judges’ decision is final and no correspondence will be entered into. The winners will be notified in the Facebook event page. All reasonable steps to notify the winners of the result will be taken by the Promoter. Entrants may submit as many photographs as they like.
9. If you choose to include people other than yourself in your submission, you are responsible for obtaining the necessary permissions/releases from the individuals depicted, and must be able to provide copies of those permissions/releases to Libraries ACT upon request. Entrants must not submit images that involve infringing on the rights of any other photographer or person.
10. By submitting a photo and taking part in the competition, each Entrant agrees that (1) the Photo is the Entrant’s original work and does not infringe the intellectual property rights of any other person or entity, and (2) the photo they have submitted may be published from time to time, free of charge, on the Libraries ACT website, social media channels, any promotional or internal materials and be added to the ACT Heritage Library collection. The entries will be used in the context of promoting the Competition or for promotion of reading and libraries in general.

11. By submitting a photo and taking part in the competition, the Participant thereby grants to Libraries ACT (including the ACT Heritage Library) a non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, publish, adapt and communicate the Photo anywhere in the world. The Participants acknowledge and agree that Libraries ACT is free to use the Photo and to exercise its rights in relation thereto. The Participants agree to execute any documentation required to give effect to Libraries ACT's rights under this clause, including any required moral rights waivers.
12. There will be three (3) winners and five (5) highly commended recipients. Prizes will be allocated as listed below, which is subject to change at the Promoter's sole discretion:
- First prize: One (1) book pack valued at \$96.22, containing:
    - *Collecting Colour* by Kylie Dunstan \$14.99
    - *Shhh! Don't Wake the Baby* by Scott Pearsen \$15.99
    - *Tom the Outback Mailman* by Kristin Weidenbach \$16.99
    - *Over is Out* by Lachlan and Sarah Creagh \$16.99
    - *Hush Says the Stars* by Margaret Spurling and Mandy Foot \$2.90
    - *I Spy Food* by Raising Literacy Australia \$3.30
    - *I Spy Food Activity Book* by Raising Literacy Australia \$0.76
    - *Busy Little Creatures* by Fiona Bawden \$2.90
    - *Wilbur, Grace and Joe* by Phil Cummings and Amanda Graham \$2.90
    - National Simultaneous Storytime sticker sheet \$9.00
    - National Simultaneous Storytime bookmark \$9.50
  - Second prize: One (1) book pack valued at \$49.84, containing:
    - *Something for Fleur* by Catherine Pelosi and Caitlin Murray \$14.99
    - *Dude!* By Aaron Reynolds and Dan Santat \$4.35
    - *Hush Says the Stars* by Margaret Spurling and Mandy Foot \$2.90
    - *I Spy Food* by Raising Literacy Australia \$3.30
    - *Busy Little Creatures* by Fiona Bawden \$2.90
    - *Wilbur, Grace and Joe* by Phil Cummings and Amanda Graham \$2.90
    - National Simultaneous Storytime sticker sheet \$9.00
    - National Simultaneous Storytime bookmark \$9.50
  - Third prize: One (1) book pack valued at \$30.50, containing:
    - *Hush Says the Stars* by Margaret Spurling and Mandy Foot \$2.90
    - *I Spy Food* by Raising Literacy Australia \$3.30
    - *Busy Little Creatures* by Fiona Bawden \$2.90
    - *Wilbur, Grace and Joe* by Phil Cummings and Amanda Graham \$2.90
    - National Simultaneous Storytime sticker sheet \$9.00
    - National Simultaneous Storytime bookmark \$9.50
  - Highly commended prizes: Five (5) National Simultaneous Storytime packs, valued at \$18.50 each, containing:
    - National Simultaneous Storytime sticker sheet \$9.00
    - National Simultaneous Storytime bookmark \$9.50

Total value of the prize pool: \$269.06

13. If the prize winner is under 18 years of age, then the prize will be awarded subject to the winner's parent or guardian accepting these terms of entry on the prize winner's behalf and being responsible for the prize winner for the duration of the prize.

14. The Promoter accepts no responsibility for any variation in the prize. The Prize (or any unused portions of any prize) is not exchangeable and cannot be taken as cash. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
15. The persons who are deemed the winner of a prize must confirm their eligibility to be awarded the prize within three (3) days of being successfully notified by the Promoter that they have been deemed a winner, otherwise their entry will be deemed invalid. If their entry is deemed invalid, the Promoter will award another winner at a time and place as the original judging and repeat this process until an eligible entrant is awarded the Prize.
16. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with using any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
17. If for any reason any element of the Prize becomes unavailable for any reason beyond the Promoter's reasonable control then a similar prize of equal or greater value will be awarded to the winner in lieu, subject to applicable legislation.
18. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these terms and conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
19. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
20. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
21. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation.
22. Entrants, or if the entrant is under 18 years, parent or guardian, consent to the Promoter using the entrant's name, likeness, image and/or voice as provided to the Promoter in connection with the Competition (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The winners agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.

23. By entering the Competition, the entrant, or parent/guardian, understands, agrees and consents to Libraries ACT collecting, using and disclosing the participant's personal information, image or likeness, and the image, name or likeness of any person included in the Entrant's application, for the purposes of conducting and administering the Competition.
24. The Finalists may be invited by Libraries ACT to participate in a media campaign (as determined by Libraries ACT), including but not limited to, being interviewed and photographed, filmed and having their name and photograph published in any publications at the absolute discretion of Libraries ACT. By submitting an entry, Eligible Participants agree that if the Judging Panel selects their photo as a winner, they will participate in and co-operate as required with all reasonable media editorial requests made by Libraries ACT at no cost to the winners. Libraries ACT is not obliged to invite the Finalists to participate in any such media campaign and the invitation is at the absolute discretion of Libraries ACT.

This competition is in no way sponsored, endorsed or administered by, or associated with Facebook.