

## **TERMS AND CONDITIONS FOR “Challenge Community Services Art Competition 2024”**

Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Challenge Community Services Art Competition 2024 Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

The **“Promoter”** is Challenge Community Services Challenge Community Services ABN 17 059 209 675, 2/383 Goonoo Goonoo Rd, Hillvue NSW 2430. Telephone: 1800 679 129

### **ELIGIBILITY**

1. Subject to conditions **2** and **3** this Promotion is only open to Australian residents.
2. Entrants under 18 years old must have parent/guardian/carer approval to enter and further, the parental/guardian/carer of the entrant must read and consent to these Terms and Conditions. Parents/Guardians/Carers may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
3. Entrants must, be a person with a disability in the care of a disability service provider or a child or young person (CYP) in Out of Home Care.

### **PROMOTION PERIOD**

4. This Promotion commences at 9:00am Monday 2 September 2024 and ends at 11:59pm Sunday 13 October 2024 (**“Promotion Period”**).

### **HOW TO ENTER**

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a. Create a piece of artwork using the theme ‘Everyday Magic’ for inspiration. The artwork can take any format that can be reasonably photographed or submitted digitally including drawing, painting, photo or sculpture.
  - b. Visit [www.challengecommunity.org.au](http://www.challengecommunity.org.au) follow the prompts to the Promotion entry page, input the requested details, upload the artwork as a jpg or png file and submit the fully complete online entry form. If unable to enter via the website portal an entrant may complete a manual entry form located at Challenge Day Program sites and email it along with the artwork to [marketing@challengecommunity.org.au](mailto:marketing@challengecommunity.org.au) where it will be submitted on the entrant’s behalf. Submission of physical artwork is ineligible for this online competition. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Challenge Community Services database and to be used in accordance with the purposes set out in these Terms and Conditions.

- c. Submit an entry in one of the following categories:
  - i. People with Disability aged 0-12 years
  - ii. People with Disability aged 13-18 years
  - iii. People with Disability aged 19-35 years
  - iv. People with Disability aged 36-50 years
  - v. People with Disability aged 51+ years
  - vi. Children and Young People in Foster Care aged 0-12 years
  - vii. Children and Young People in Foster Care aged 13-18 years

#### **LIMITS ON ENTRY**

6. Limit of one (1) entry permitted per eligible person.

#### **JUDGE'S DRAW DETAILS**

7. A panel of judges will select a winner from each category and the judging will take place at Challenge Community Services Support Office, 2/383 Goonoo Goonoo Rd, Hillvue NSW 2430 by 5:00pm Monday 11 November 2024.
8. The competition judges' decision is final.

#### **PEOPLE'S CHOICE AWARD DETAILS**

9. All accepted entries will be eligible for the People's Choice Awards. Online voting opens via the link on the website [www.challengecommunity.org.au/art-competition](http://www.challengecommunity.org.au/art-competition) at 10:00am Monday 28 October 2024 and closes at 5:00pm Monday 11 November 2024. One vote per category, per person is permitted.
10. In the event of a tie between two or more artworks the Judging panel will determine the winner(s).

#### **PEOPLE'S CHOICE VOTER DRAW**

11. All eligible voters will automatically be entered into this draw. To be eligible for entry into this draw, the voter must provide their full name, email address. The winner will be drawn by 5:00pm on Tuesday 12 November.

#### **WINNER NOTIFICATION**

12. The provisional winners will be notified in writing within five (5) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

#### **PRIZES**

13. One Judge's prize will be awarded in each category. Each prize winner will receive one (1) \$200 Eftpos Gift Card.
14. One People's Choice prize will be awarded in each category based on the highest number of votes. Each prize winner will receive one (1) \$200 Eftpos Gift Card.
15. One People's Choice Voter prize will be awarded based on a random draw. The prize winner will receive one (1) \$200 Eftpos Gift Card.
16. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption

of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

17. Total Prize Pool is valued at \$3,000.00

#### **UNCLAIMED PRIZE DRAW**

18. A draw for any prize, if unclaimed, may take place on **Tuesday 18 February 2025** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw.

#### **GENERAL**

19. Incomplete, indecipherable or illegible entries will be deemed invalid.

20. All submitted entries must adhere to appropriate standards of decency and respect. Entries that contain explicit, rude, offensive or otherwise undesirable content will be deemed invalid and disqualified from the competition. The Promoter reserves the right to make final determinations regarding the eligibility of any submitted content. By participating in this competition, entrants acknowledge and agree that entries found to be in violation of these guidelines may be removed from consideration without further notice.

21. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

22. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent/guardian/carer on the winner's behalf.

23. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

24. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

26. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

27. Names or photos of Children and Young People in Foster Care will not be published.

28. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
29. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
30. The Promoter's decision is final and no correspondence will be entered into.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
32. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) is not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or

not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

## PRIVACY

1. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Challenge Community Services database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Challenge Community Services Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in the accordance with the Challenge Community Services Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please email [marketing@challengecommunity.org.au](mailto:marketing@challengecommunity.org.au). Information will be removed as soon as reasonably possible in accordance with our Challenge Community Services Privacy Policy and applicable laws. To view the Challenge Community Services Privacy Policy, please visit <https://www.challengecommunity.org.au/wp-content/uploads/2021/10/Privacy-Policy2.pdf> All entries remain the property of the Promoter.