

Young Carers Network Story Submission Competition

Competition Parameters

The proposed competition for the Young Carer Network involves users signing up to the Young Carers Network website and submitting a story on their caring experience to the [Story Wall](#). The first 100 users to submit a valid story will receive a cinema double pass.

This competition is classified as a *Game of Skill* and therefore does not require a permit to be run in any state or territory. A *Game of Skill* is not regulated and requires the demonstration of an element of skill to win; in order to qualify as a *Game of Skill*, the competition must include a judge and set of criteria against which entries are judged. By contrast, *Games of Chance* are determined by some element of chance, such as the winner's name being drawn at random.

Crucially, any such skill competition must comply with Australia's national consumer law (ACL) included in Schedule 2 of the *Competition and Consumer Act 2010* (Cth). Under s 18 of the ACL, an entity can be held liable for misleading and deceptive conduct if terms and conditions are not clearly explained and displayed to a customer. To avoid this, the conditions of the promotion must be prepared prior to the commencement of the competition and be clearly displayed for all participants to see during the course of the event. The promotion must then be conducted in accordance with those conditions.

Competition Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1st cousin.
3. The promotion is open to all Australian states and territories, and entrants must be over 13 years of age and under 25 years of age.
4. Promotion opens at 9am AEST on Friday 19 October 2018 and close at 11:59PM AEDST on Monday 19 November 2018 or until vouchers are exhausted ("Promotional Period"). All times are AEST or AEDST, as applicable in the Australian Capital Territory, Australia.
5. To enter, the entrant must during the Promotional Period complete the following steps: To enter, individuals must, during the Promotional Period, correctly complete the online registration form for an account on the Promoter's website, www.youngcarersnetwork.com.au (Website), and submit a story on their experiences as a young carer to the 'Story Wall' on the Website. The Promotion is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creativity of the answer provided to the Website.
6. 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 entrant who the Promoter has reason to believe has breached any of 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 will 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.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Only one (1) entry is permitted per person.
9. 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.
10. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional requirements.
11. The judging will commence at 9am on 20 November 2018 at Carers Australia, 16 Napier Close, Deakin, ACT, 2600. The judges may select additional reserve entries which they determine to be the

next best, and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by email within 2 working days.

12. The Promoter's decision is final and no correspondence will be entered into.

13. The best valid one hundred (100) entries, as determined by the judges will win a cinema double pass valued at approximately AU\$40.

14. Any ancillary costs associated with redeeming a movie ticket are not included. Any unused balance of a movie ticket will not be awarded as cash. Redemption of a movie ticket is subject to any terms and conditions of the issuer including those specified on the movie ticket.

15. Ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction.

16. If for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

17. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

18. The total prize pool value is AU\$4,000.

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

20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

(a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, or otherwise unsuitable for publication;

(b) their Content shall not contain viruses or cause injury or harm to any person or entity;

(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;

(d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

(e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and

(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

22. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. All entries will be anonymised.

23. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

24. Any cost associated with accessing www.youngcarersnetwork.com.au 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.

25. 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 States 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.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are 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 prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use/redemption of a prize.

27. The Promoter collects personal information ("PI") in order to conduct its business and the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to

agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.youngcarersnetwork.com.au/terms-and-conditions> In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

28. The promoter is Carers Australia Incorporated (ABN 12 231 938 308) of Unit 1, 16 Napier Close, Deakin ACT 2600, telephone (02) 6122 9900 ("Promoter").