

Community Art for a Deadly Project Competition: Terms and Conditions (Part B)

1. These Terms & Conditions (“Terms”) apply to the game of skill described in Part A (the “Competition”).
2. The Competition will be conducted by South Western Sydney Local Health District and Western Sydney University (the “Promoter”) during the period specified in Part A (the “Competition Period”).
3. The Terms may be amended or replaced by the Promoter in its absolute discretion and at any time.
4. Entry into the Competition is deemed acceptance of the Terms (as amended from time to time).
5. Entry is open only to people who identify as being of Aboriginal and/or Torres Strait Islander descent.
6. To enter the Competition, entrants must, during the Competition Period, follow the entry method and instructions specified in Part A.
7. Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the maximum number of entries specified in Part A. Multiple entries must be submitted separately and if the Competition requires the submission of a creative work, each entry by the same entrant must be unique and original.
8. Each entry must be an original work by the entrant. Each entrant warrants that their entry is not, and its use by the Promoter or other persons will not infringe the rights (including intellectual property rights) of any third party.
9. Each entrant is responsible for notifying the Promoter of any changes to his/her residential address, email address or phone number during and after the Competition Period.
10. The Competition is a game of skill, chance plays no part in determining the winner/s and each validly submitted entry will be individually judged by selected members of the community (identified by the Promoter) as specified in Part A, on the basis of cultural appropriateness, originality and creativity, and according to any other criteria specified or adopted by the Promoter.
11. A decision of the Promoter in relation to the conduct of the Competition, including the selection of winning entries, is binding and conclusive and no correspondence will be entered into.
12. Winners will be notified by phone and/or email within 2 business days after the judging date. Each entrant consents to the Promoter publishing details of a winner or winning entry on its website.
13. Unless otherwise specified in Part A, prizes must be claimed within 1 month of the judging date. If a prize is not claimed within the specified time, the Promoter may, at its discretion, withdraw the prize or award the prize to the next best valid entry or entries.
14. Prizes are not transferable or redeemable for cash. The prizes or any element of the prizes cannot be exchanged for any other prize/s. The contents of the prizes will be at the Promoter’s sole discretion.
15. If the prize includes vouchers or tickets, the prize is valid until the expiry date specified on the voucher or ticket (or its provider), and subject to the conditions stipulated by the provider. Such prizes cannot be redeemed for further vouchers or tickets, and are not exchangeable for cash.
16. If a prize involves the winner or winning entry participating in an event, if any part of the event is postponed, cancelled or varied for any reason, then at the Promoter’s discretion, the winner forfeits all rights to participate in the relevant event and no cash or alternative prize will be substituted for that element of the prize.
17. Any expense, including taxes, spare parts, maintenance or delivery costs, associated with accepting, taking or using a prize, will be the prize winner’s sole responsibility.
18. The Promoter makes no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded by the Promoter, the liability of the Promoter is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

19. No responsibility will be taken by the Promoter for any changes in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a prize.
20. The Promoter may, in its absolute discretion, disqualify:
 - a) any entry which is not original, is not completed in accordance with these Terms, infringes the intellectual property rights of any third party, contains any objectionable or poor quality content, or has the potential to damage the reputation of any person; or
 - b) any individual who tampers with the entry process, submits an entry that is not in accordance with the Terms, or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to, or is likely to, adversely affect the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter.
21. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the prizes to cancel or vary a competition, or cancel, vary or withdraw its prizes. If the Promoter cancels or varies a competition, or cancels, varies or withdraws its prizes, is not:
 - a) liable to any person for any costs, loss or damage whatsoever arising out of, or in connection with, such cancellation, variation or withdrawal; or
 - b) required to conduct the Competition at any other time.
22. The Promoter accepts no responsibility for late, lost, incorrectly submitted or misdirected entries, for any technological malfunction or failure, Internet traffic congestion, or for outdated or incorrect contact details by which the entrant cannot be contacted during business hours on relevant dates.
23. Entrants enter the Competition at their sole risk. With the exception of liability which cannot be excluded by law, the Promoter is not be liable for, and an entrant releases the Promoter from, liabilities relating to any direct or indirect loss or damage which is suffered, or for personal injury or sickness suffered or sustained, as a result of entering the Competition, failing to win, winning, accepting or using a prize.
24. Any information or material provided by entrants to the Promoter when entering the Competition will be used by the Promoter for the purpose of promoting the purpose of the Competition, conducting the Competition, administering the prizes and as otherwise specified in these Terms. The Promoter may use any personal information in accordance with its privacy policy available at its website (<http://www.westernsydney.edu.au/> and <http://www.swslhd.health.nsw.gov.au/>). Entrants may access and correct their personal information held by the Promoter, upon request to the Promoter.