

The Bruce Dawe National Poetry Prize 2019

Terms and Conditions of Entry

1. **The Bruce Dawe National Poetry Prize** is a **Competition** conducted by the University of Southern Queensland (**USQ**) (ABN 40 234 732 081) as Trustee for The Bruce Dawe National Prize Trust through its School of Humanities and Communication, West Street, Toowoomba, Queensland, 4350.
2. **The Competition commences on Monday 25 February 2019 and closes at 16:00 on Friday 7 June 2019 (Competition Period).**
3. Information about the Competition and how to enter forms part of these Terms and Conditions.
4. By entering the Competition, entrants (and if the entrant is under 18 years of age, the entrant's parent or guardian) acknowledge that they have read, understood and accepted these Terms and Conditions.
5. Entry to the Competition is open to 'Eligible Entrants' (**Entrants or You**) who are either Australian citizens or Permanent Residents of Australia but in any event exclude immediate family members of USQ employees judging the Competition who are ineligible to enter.
6. To validly enter the Competition, during the Competition Period an Entrant must enter on-line by
 - a) Completing the online registration and payment form available at <http://www.usq.edu.au/bruce-dawe-prize>. Each Poem must be accompanied by a **non-refundable entry fee of \$6.00** for administration expenses, and
 - (b) Submitting (a copy of) the Entrant's Poem (**Poem**) via online registration.
 - i. On the submission document, entrants must **NOT include identification** such as name or contact details;
 - ii. File name of poem document **must only include the name of the poem**. Any inclusion of identification information will result in poem disqualification;
 - iii. Entrants must only have one poem on each document submission.
7. Entrants may submit **no more than five poems** for consideration.
8. The Entrant must ensure that the Poem entered:
 - (a) is an original Work of the Entrant as defined in the Copyright Act 1968 (Cth),
 - (b) is not published, under offer to any publication, or offered for publication (unpublished) until the adjudication is finalised and the winner is notified and announced; For the purposes of this award, publishing does not include self-publishing your work on your own blog, website or social media. Publication does include the distribution of your work, in print or digitally, by a person or organisation other than yourself, including distribution via professional (paid) or non-professional (unpaid) magazines, journals and websites.
 - (c) does not exceed 50 lines, and
 - (d) complies with the format requirements in clause 9.

9. The Poem should be typed in a clear font no smaller than size 11 and not contain any Personal Information to ensure discretion and fair-dealing in the adjudication process.
10. The Poem is assessed as originally submitted only. No subsequent editorial amendment or resubmission is permitted.
11. Subject to the reservations in clause 21 there are no thematic restraints for any poem submitted.
12. By entering the Competition, you warrant that you are the sole owner of the Poem and the sole copyright owner of the content of the Poem (**Material**) and that You are compliant with and agree to comply with clause 8. This clause shall survive the conclusion of the Competition.
13. All Entries become the property of the USQ upon submission and no fees, royalties or payments are payable to any Entrant (including the winners). The Trustee reserves the right not to return any Entries to any Entrant. USQ acknowledges that Entrants retain copyright ownership in the Material.
14. The Total Prize Value for the Competition consists of AUD4000. The Total Prize Pool comprises of one winning Prize of \$3000.00 cash for one poem (The Bruce Dawe National Poetry Prize Winner) and two Highly Commended Prizes of \$500 each (Highly Commended) for two poems (together **the Winners**).
15. USQ, on advice from the judging panel reserves the right to not award any Prize in any given year.
16. The decisions of USQ and USQ's judging panel relating to this Competition are final and binding and no subsequent correspondence will be entered into.
17. The judging panel is not obliged to provide feedback or critical comment on individual Entries.
18. USQ will attempt to notify the Winners personally no later than July 2019 and the Winners will be announced in August or September 2019.
19. If The Bruce Dawe National Poetry Prize Winner is in Australia on the date of the awards ceremony, that winner will be invited to attend and to accept the Prize in person. The cost of travel to the awards ceremony is part of the prize, in addition to the \$3000 Prize. USQ, Faculty of Business, Education, Law and Arts will make travel (limited domestic only) and accommodation arrangements for this event. If The Bruce Dawe National Poetry Prize Winner is unable to attend the event, alternate arrangements will be made for delivery of the Prize.
20. By entering the Bruce Dawe National Poetry Prize, the author gives permission to USQ to publish his or her poem in any anthology arising and in any promotional materials. This does not infringe on the author's copyright as acknowledged in clause 13. USQ may use any title or phrase from any entry for the purpose of promoting the competition and the anthology. Any collection or publication subsequent to the Bruce Dawe National Poetry Prize that includes the author's poem should acknowledge USQ.
21. USQ reserves the right not to accept any Entries at its sole discretion. USQ also reserves the right to disqualify any Entrant or Entry in its absolute discretion. For example, USQ may disqualify:
 - a. Any surplus or additional Entries;
 - b. incomplete, indecipherable or illegal Entries or Entries containing incorrect contact details;
 - c. any Entries that USQ considers contains material that is objectionable, defamatory, profane or potentially insulting, inflammatory or defamatory or contravenes an applicable law or infringes any third party's rights;
 - d. Entrants who USQ considers that they have tampered with the entry process or engaged in unlawful or improper conduct that is designed

- to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of USQ, or
- e. Entries that USQ considers inappropriate for any reason.
22. USQ reserves the right, at any time, to verify the validity of Entries and the mandatory details provided by Entrants (including an Entrant's identity, age and parental/legal guardian permission (where applicable)) and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of USQ. Failure by USQ to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. Your **Personal Information** as defined by the *Information Privacy Act 2009 (Qld)* may be collected, use and disclosed by USQ for university and competition purposes and other incidental and associated functions and activities including disclosure of the Winner's name and poem (with the permission of the Winner) in publications made available to the public throughout the world by use of on-line, print and other media services and communication tools. A request to access, update or correct any Personal Information held by USQ should be directed to the USQ Privacy Officer at privacy@usq.edu.au.
24. By entering the Competition, you (and if you are under 18 years of age, your parent or legal guardian) consent to USQ using and disclosing any part of your Personal Information provided as set out above including without limitation the following:
- (a) use in any communications publications marketing or promotional activities associated with the Competition or other university purposes;
 - (b) Transfer of your Personal Information outside of Australia, and
 - (c) In the event of winning, use and disclosure of your name and photograph(s) for publicity, marketing, promotional and publication purposes including throughout the world whether in on-line, print or other media services and communication tools.

You may withdraw your consent to future use and disclosure of Personal Information in promotional and marketing activities and publications at any time by written notice to the USQ Privacy Officer, and upon receipt of such notice, USQ will take reasonable steps to cease using and disclosing that Personal Information as soon as reasonably possible. In some instances, USQ will not be able to cease the use or disclosure, for example, where information has been cached by others.

25. USQ does not accept any responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
26. USQ reserves the right in its sole discretion to at any time cancel, vary, suspend or modify the Competition, including without limitation circumstances where USQ in its own opinion considers for any reason that this Competition 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 control of USQ which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition or otherwise, subject to any written directions under applicable legislation.

27. USQ and its employees will not be liable for any claim, loss, damage, injury, cost and expense suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, arising out of, or in any way connected with the Competition or your Entry (or winning and use of the Prize if the prize winner), except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum allowable by law) and You indemnify and release USQ and its employees from all such claims made or sustained as a result of entering this Competition or for any loss or damage suffered as a result of any breach by You of these Terms and Conditions including breach of any third party intellectual property rights or/ any warranty or representation being false or incorrect. This clause survives the conclusion of the Competition.
28. The laws of Queensland shall apply to these Terms and Conditions. If any part of these Terms and Conditions are void or unenforceable, then that part will be severed from and the remainder construed as if the severed part had never existed.
29. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter.

