

Get Writing Prize Terms and Conditions

1. The *Get Writing! Prize* is a Competition conducted by the University of Southern Queensland (USQ) (ABN 40 234 732 081) 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 Monday 27 May 2019 (Competition Period)**.
3. Information about the Competition and on 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 into the Competition is free and open to an 'Eligible Entrant' (Entrant or You) who is an Australian Secondary School Student living in Queensland currently in Years 10-12. Each year level will be judged separately. Any student who is an immediate family member of any USQ employees judging this Competition is ineligible to enter.
6. Entrants may only enter **one** Short Story and one Poem. To validly enter the Competition, an Entrant must during the Competition Period complete an online registration form at usq.edu.au/get-writing (**Entry**):
 - a. A fully completed online entry form;
 - b. The Entrant's own typed **poem and/or short story** entered. Poetry entries may be no more than 30 lines. Short story entries may be no more than 500 words, and
 - c. Entrant's title for their poem and/or short story.
7. By entering the Competition, You warrant that You are the sole owner of the original Content and Copyright in the Content (items (b) and (c) of clause (6)) of the Entry. This clause shall survive the conclusion of the Competition.
8. All Entries become and remain the property of USQ upon submission and no fees, royalties or payments are payable to any Entrant (including a winner). USQ reserves the right not to return any Entries to Entrants. All entrants and entrant school's will be emailed a Certificate of Participation for each Entry. USQ acknowledges that Entrants retain copyright ownership in the Content.
9. The Total Prize Pool for the Competition comprises **six** First Place prizes (**6** Prize Winners) and the Total Value of the Prize Pool for the Competition is AUD\$1200. The Prize for the First Place Entries in each Year level will be a AUD\$100 eftpos voucher, and a one-on-one mentoring session with a USQ Creative Writing or English Literature Student (valued at \$100.00). All winning entries will be published on the USQ website. USQ reserves the right to substitute any Prize for another Prize of equal value or great value in the event the Prize is not able to be awarded. The Prizes shall not be redeemable or transferable for cash. Any change in the value of the Prize between the commencement and conclusion of the Competition is not the responsibility of USQ. Winners will be encouraged to attend an awards ceremony to accept the Prize at a date to be advised. If unable to attend alternate arrangements will be made for delivery of the Prize.

10. Any terms and conditions applicable to a Prize (including any time limitation or validity period) and ancillary costs incurred in taking and using the Prize is the sole responsibility of the winner and not USQ. USQ accepts no liability for any actions or omissions of third party entities in relation to the Prizes.
11. The Prize Winners of the Competition will be selected for a Category by a panel of suitably qualified judges. The panel's decision will be final and binding and no correspondence regarding their deliberation or decision will be entered into.
12. The names and the School of the Prize Winners of the Competition will be formally released no later than 31 August 2019 via the USQ webpage. USQ will also attempt to contact and notify Prize Winners directly. A Prize Winning Entrant of the Competition (and if the Prize Winning Entrant is under 18 years of age, the Entrant's Parent or Guardian) warrants that he or she has the full right, title and power to grant and agrees to grant to USQ:

An assignment, or in the case of Copyright Content, an irrevocable, royalty free, perpetual, non-exclusive, world-wide licence (including a right to sub-licence to others) of the Entrant's Intellectual Property (IP) rights in the Entry;

- a. all consents and permissions to the following acts done in relation to the Content regardless of whether those acts or omissions might otherwise infringe the Entrant's Moral Rights (as defined by the *Copyright Act 1968 (Cth)*) in the Content:
 - a. failure to identify authorship or attribute authorship;
 - b. altering, varying, amending or modifying the content, format, colours, layout, style materially or otherwise; or
 - c. adding any additional content or information; for USQ (and any sub-licensees) to use, adapt, reproduce, modify, translate, publish, publicly display and distribute the Content in the Entry for educational, promotional, communication, information activities, and agrees to execute any formal paperwork required by USQ to this effect. This clause shall survive the conclusion of the Competition.
13. 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 or submitted without providing 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.

14. 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.

15. Your Personal Information as defined by the *Information Privacy Act 2009 (Old)* may be collected, used and disclosed by USQ for university and competition purposes and other incidental and associated functions and activities including disclosure of the Prize Winner's Personal Information 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.

16. 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 including but not limited to email updates regarding Humanities and Communication study at USQ;


(b) Transfer of your Personal Information outside of Australia, and

(c) In the event of winning, use and disclosure of your name, school 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 at privacy@usq.edu.au, 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.

17. 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.

18. 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 the 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.
19. 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) and you agree to indemnify and release USQ and its employees from all such claims made or sustained as a result of entering this Competition. This clause survives the conclusion of the Competition.
20. USQ's decisions in relation to the Competition are final and no correspondence will be entered into.
21. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.



Professor Barbara de la Harpe
Executive Dean (Faculty of Business, Education, Law and Arts)
University of Southern Queensland

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