

Terms and Conditions – Creative Competition (HPA Game Of Skill, Positive-Disability)

Particulars

This table sets out the particulars of the Competition.

Name of promotional competition	Creative Competition: How would you share the spirit of Positive - Disability through one design and a slogan?
Promoter	HPA INCORPORATED ABN: 13 506 264 631 of 22 Albatross Street, Winnellie NT
Prize Provider	HPA INCORPORATED ABN: 13 506 264 631 of 22 Albatross Street, Winnellie NT 0820
Promotion period starts	1 February 2025, 8:00am (ACST - UTC/GMT +9:30 hours)
Promotion period ends	28 February 2025, 4:00pm (ACST - UTC/GMT +9:30 hours)
Eligibility requirements	Must be residing in Australia
Limit on number of participations which can be made by any one person	One participation per person, including one (1) fabric design and on (1) slogan (50 characters max.)
How to participate	Entrants can participate by sending their proposition at inspire@hpa.net.au
Promotion on social media	Facebook: https://www.facebook.com/helpingpeopleachieve/ Instagram: www.instagram.com/hpahelpingpeopleachieve/
Prizes	Prize is \$1,000 AUD for the best fabric design and \$500 AUD or the best slogan There are three (2) prizes to be won: - Fabric design: \$1,000 AUD - Slogan: \$500 AUD Total prize pool is valued at \$1,500.00 AUD
Judges of entries to choose winners	A panel of 3 HPA staff members
Judging criteria	The most creative and unique fabric design The most creative and unique slogan (50 characters max.)
Judging time/place	at 12:00pm ACST on 14 March 2025 at 22 Albatross Street, Winnellie NT 0820.
Winner notification (for publication of winner details)	Notification via email or telephone and winners announcement on www.facebook.com/helpingpeopleachieve/
Prize expiry details	Personal bank details must be provided by the winners within 2 months after they are informed about the result.

Terms and conditions

General

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

Who can enter?

2. Entry is open to all persons who meet the eligibility requirements set out in the Particulars except that directors and managers are not eligible to enter the Promotion. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.
3. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

4. Promotion opens and closes as set out in the Particulars (Promotion Period: 01/02/25 - 28/02/2025). Entries must be received by the Promoter in the Promotion Period.
5. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
6. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

How to enter

7. How to enter details are as set out in the Particulars.
8. Entrants must take full responsibility for their entry content and ensuring that their entry complies with these terms and conditions. "Entry content" includes any content (including text, photos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:
 - (a) any image of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for

example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry includes content as described in any of paragraphs (a) to (c) above.

9. Entrants must not:
- (a) tamper with the entry process;
 - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
 - (c) submit an entry that is not in accordance with these terms and conditions;
 - (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
 - (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
 - (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion, Promoter and/or Prize Provider.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

10. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

11. Only one entry is permitted per person. Maximum of one prize will be awarded per person

Judging and Notification of winner

12. The winners will be the valid entries submitted in accordance with these terms and conditions that are judged to be a winning entry in accordance with the Particulars.
13. If any particular judging is scheduled on a public holiday, the judging will be conducted on the following business day.
14. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
15. The winners will be notified by telephone or email within two days of the judging. Winners of prizes will be published using their first initial and surname on the HPA Facebook page set out in the Particulars approximately 24 hours after the judging.

16. Prizes will be awarded to the person named in each winning entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
17. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter.
18. A request to access or modify any information provided in an entry should be sent to the Promoter.

Prize on offer

19. Prizes are as set out in the Particulars.
20. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
21. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
22. Prizes cannot be transferred or exchanged.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
24. It is a condition of accepting the prize that the winner/s may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
25. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent.
26. Photographs will be allowed to be taken only at the discretion of the Promoter and the Prize Provider.

Prize clauses

27. Winners must provide their personal bank details within two months of being notified about the results. HPA will process the transfer within one month after announcing the winners.

Further Terms and Conditions

28. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right in its

sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

29. If the prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter or Prize Provider, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter and/or Prize Provider reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that a winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
30. Without limiting the previous clause, if the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic, epidemic, public health order or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
31. The Promoter will make reasonable efforts to deliver prizes to the contact and bank details provided by competition entrants.
32. In consideration of the Promoter awarding the prize to each winner, winners may be asked to allow themselves to have their image and/or voice recorded, photographed or filmed during the winner's participation in the prize and sign a release to allow those materials to appear in connection with the Promoter, Prize Provider or any of their related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

Copyright

33. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion. (Works) The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide, sublicensable licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the Promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties (including the Prize Provider) for this same purpose. Should the Promoter or Prize Provider wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (Copyright Act). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

Winners acknowledge that the winning designs and slogans will become the property of HPA, which will hold full copyright. The copyright owner has the exclusive right to reproduce the work, or any substantial part of it, in material form, including converting it into a digital or machine-readable format. Additionally, the copyright owner has the exclusive right to make their work available to the public, whether online or through broadcasting.

Limitation of Liability

34. The Promoter does not exclude any rights and remedies in respect of goods or services under the

Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.

35. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

36. The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with Promoter's goods and services, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy at <https://preferences.news.com.au/privacy>.