

“QUEENSLAND THROUGH YOUR LENS” PROMOTION TERMS AND CONDITIONS

No purchase or payment of any kind is necessary to enter or win. By providing a submission, the submitter agrees to be bound by these terms and conditions and the decisions of the judges.

The goal of the “QUEENSLAND THROUGH YOUR LENS” promotion is to gather information from young Queenslanders about what they like most about living in Queensland, and to promote the voices and creative talents of young Queenslanders.

1. The competition is open to Queensland residents aged 13 to 25, who are registered on the Queensland Youth eHub (<https://e-hub.engagementhub.com.au/register>).
2. Employees of the Promoter and agencies associated with this promotion are ineligible to enter.
3. Entrants should submit their artwork via the competition entry form at www.qld.gov.au/ehub by 11.59pm on **Sunday 30 June 2019**.
4. Queenslanders with limited internet access can contact the Strategic Communication and Engagement at communityengagement@csyw.qld.gov.au to arrange an alternate submission method.
5. Entrants under the age of 18 must have parent or guardian consent to enter. A signed parent/guardian consent form must be submitted as part of the entry form via www.qld.gov.au/ehub.
6. Entries will be placed into two age categories; 13-17 years old, and 18-25 years old.
7. All entries may:
 - be published by the Queensland Government (in whole or in part) on the Queensland Youth social media channels
 - have its creator publicly credited for their work, including full name, age and suburb
8. Two winning entries will:
 - Receive 1 x \$100 Visa gift card (total prize pool valued at \$200).
 - There will be one winner from each of the two age categories listed above (total of two winners)
9. Entries must be the entrant’s original work. Work subject to copyright of another party cannot be accepted.
10. Entrants may submit more than one entry.
11. If there are any images of people that are identifiable in the photograph, each person will need to have signed the Queensland Government image consent form. Images cannot be reproduced without this consent and the entry will be disqualified from the competition. Signed image consent forms must be submitted as part of the competition entry form via www.qld.gov.au/ehub.
12. By entering this competition, you grant the Queensland Government (the Promoter), its affiliates and sub-licensees usage rights of all work submitted. This may include usage on the Queensland Youth ehub, Facebook, Twitter, the Queensland Youth website (www.qld.gov.au/youth) and other Queensland Government digital channels. Works may be edited or amended for publishing purposes. Entrants retain ownership of their image/s.
13. Entries that do not meet the competition criteria and/or competition terms and conditions will be deemed ineligible for judging.

Judging:

Judging will be conducted by a selection panel comprising of 2 departmental representatives and at least one young person. The decision of the judging panel will be final.

Prizes:

Category 1: 13-17 years	<ul style="list-style-type: none"> • 1 x \$100 Visa gift card • Photographs will be published (in whole or part) and credited publically on various Queensland Government digital channels, including but not limited to, the Queensland Youth Facebook page and Twitter account, the Queensland Youth eHub, and www.qld.gov.au/youth.
Category 2: 18-25 years	<ul style="list-style-type: none"> • 1 x \$100 Visa gift card • Photographs will be published (in whole or part) and credited publically on various Queensland Government digital channels, including but not limited to, the Queensland Youth Facebook page and Twitter account, the Queensland Youth eHub, and www.qld.gov.au/youth.

14. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
15. Promotion commences at 9 am AEST on Thursday 6 June 2019 and closes at 11.59pm AEST on Sunday 30 June 2019 (“Promotional Period”).
16. The Promoter is *Department of Child Safety, Youth and Women, lvl 14, 111 George St Brisbane Qld 4000*.
17. To enter the promotion, individuals must complete all of the following steps. If any of the steps are not completed, the individual will not be considered.
 - Complete full registration on eHub
 - Complete the “QUEENSLAND THROUGH YOUR LENS” entry form
18. All entries must meet the requirements outlined in the eHub [Community Guidelines](#) page.
19. 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 individual who the Promoter has reason to believe has breached any of these 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 may 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.
20. 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.
21. The selection of a winners will take place on Wednesday, 3 July 2019 at *lvl 14, 111 George St Brisbane Qld 4000*.
22. The winners will be notified via email no later than midday on Friday 5 July 2019. To claim the prize, the winner must respond to the message with their first name, last name, email address, and telephone number by COB Friday 12 July 2019. If no response is received, this will result in forfeiture of the prize.
23. There will be *two (2) winners* receiving the following prizes as determined by the judges
 - i. *one of two (2) Visa gift cards to the value of \$100.00*

24. The Promoter's decision is final and no correspondence will be entered into.
25. The prize is not transferable or exchangeable and cannot be taken as cash.
26. Entrants agree that they are fully responsible for any materials they submit via the eHub 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, not suitable for children aged under 18, 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. 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.
 - g. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
27. 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.
28. Nothing in these Terms and Conditions limits, excludes or modifies 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 its respective officers, employees and agents) excludes 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.

29. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 claim 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 (f) attendance at the prize event.
30. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will not disclose entrant's personal information to any entity outside of Australia.