

Unitywater Competition Terms and Conditions

The Competition

1. The Northern SEQ Distributor-Retailer (ABN 89 791 717 472) trading as Unitywater of 8-10 Maud St, Maroochydore in the State of Queensland ('Promoter') is conducting the Competition.

Entry into Competition

2. By submitting an entry to this competition, you:
 - a. warrant that you are a parent, legal guardian ("Sponsor") of a child who meets the eligibility criteria in clause 3; and
 - b. accept these Terms and Conditions.
3. To be eligible to enter this Competition, the entrant must:
 - a. be a resident of Sunshine Coast Regional Council, Noosa Shire Council or Moreton Bay City Council in Queensland during the Competition Period;
 - b. be between 0 and 12 years of age at the Competition End Time;
 - c. not have previously won a Prize in the Competition (that is, the entrant can win no more than one Prize in the Competition).
4. Entries must be received by the Promoter within the Competition Period. Entries received outside of the Competition Period will not be accepted.
5. To enter, an entrant must, during the Competition Period:
 - a. Visit www.unitywater.com/kidscomp and fully complete the online entry form; and
 - b. Upload a photo or scan of the entry ("Artwork") up to a maximum file size of 250MB.
6. Sponsors must submit their name, email address, postcode, telephone number, name of the child and their relationship to the child.
7. Entrants will receive one entry into the competition by performing the activities listed in clause 5. Entrants may not enter the competition more than once. The first valid entry is the only valid entry.
8. By entering, the Sponsor and entrant agrees that the Promoter may publish the entrant's name, age and their Artwork online and at any events to be held by the Promoter.

Entry Guidelines

9. Each entry must have a Sponsor;
10. Artwork entries must be a drawing using pencil, texta, crayons or felt pens only. Any other material, painting, photographs, videos, digitally created artwork will not be accepted.
11. Artwork entries must depict water and illustrate the theme 'What water means to the

entrant'. Entries that fail to depict at least one element which includes water will not be considered.

12. Individual entries must be in landscape and A4 size or as near as possible to A4 size. Drawing outside of this dimension will not be considered. The Promoter may provide a template that can be downloaded from www.unitywater.com/kidscomp which shall contain an allocated drawing area.
13. Entries must be created solely by the entrant and must be the entrant's original creation. Copies of pre-existing images, including by tracing or colouring in an outline created by another person will be disqualified. The Promoter may use anti-plagiarism technology to detect possible cases of plagiarism. Adults must not actively participate in creating the entry and may only provide encouragement to the entrant.

Prize

14. The Promoter offers a Prize to each winner. There will only be one (1) winner per age category.
15. Prizes will be awarded in the following age categories:
 - a. 0-4 years of age;
 - b. 5-7 years of age;
 - c. 8-9 years of age; and
 - d. 10-12 years of age.
16. Entries are based on the entrant's age at the time the entry is received by the Promoter.
17. The Prize winners are selected by the Promoter in its sole and absolute discretion on the Prize Draw Day in accordance with these Terms and Conditions.
18. Each winner will be contacted via their Sponsor by email using the email address provided on the entry form. Prize winners will be published on the Promoters website and social media pages by 3 December 2024.
19. To claim the Prize, a winner's Sponsor must reply to the email confirming their acceptance. The Prize must be claimed within three (3) months after the winner's Sponsor has been contacted.
20. If the Promoter is unable to contact a winner via email within three (3) months from the Prize Draw Date, then that winner will forfeit the Prize.
21. The Prize is at the risk of the Prize winner after the Prize leaves the Promoter's possession and is emailed to the Prize winner.
22. The Promoter may, in its sole and absolute discretion, select additional reserve entry winners for each category and record them in

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order (Reserve Prize Winners) on a list for the winner selection.

23. In the event a Prize winner is ineligible or disqualified from winning a Prize, the next Reserve Prize Winner on the list for the winner selection will be offered a Prize.
24. Unless expressly stated in these Terms and Conditions, all Prizes or parts of Prizes are non-transferable, non-exchangeable, non-refundable, non-replaceable, and non-redeemable for another prize, including cash, except at the Promoter's discretion and subject to relevant legislation.
25. The Promoter, in its sole and absolute discretion, reserves the right to substitute any Prize (or a part of a prize) with a prize to the equal value and/or specification, subject to any directions from a regulatory authority.

Judging

26. This competition is a game of skill.
27. All valid entries will be judged individually on their merits.
28. The judging criteria for the Artwork includes:
 - a. Concept – how well the work relates to the water theme;
 - b. Creativity and originality of expression: How imaginatively the work conveys an idea or emotion, or incorporates a specific story.
29. Entries will be judged by an executive member of the Promoter.
30. All identifying information from all Artwork will be hidden from the judge to ensure fairness.
31. Entries which, in the opinion of the Promoter, are incomplete, incorrect or incomprehensible, contain defamatory or offensive content or infringe intellectual property rights are not eligible to win and may be removed from the competition and the relevant entrant will be disqualified.
32. Judging of prize winners will take place by 3 December 2024.

Promoter's rights

33. The competition is free to enter, however entrants are responsible for all costs associated with completing the Artwork. The Promoter is not liable for any costs incurred by the entrant.
34. The Promoter has no responsibility or liability to any person for any cause or event which results in failure of any person to enter the Competition during the Competition Period.
35. The Promoter may, at any time and in its sole and absolute discretion:
 - a. take any steps and accept any evidence to verify the validity of entries and

entrants (including an entrant's identity, residence and age);

- b. decide that an entry is invalid if the entry is incomplete or not in accordance with these Terms and Conditions, the Promoter reasonably suspects the entry has been submitted using false, incorrect, fraudulent or misleading information (including but not limited to account ownership, identity, residency and age), the entry has been submitted through the use of multiple identities, email addresses or accounts;
 - c. disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, where an entrant notifies the Promoter that it withdraws consent in relation to any part of these Terms and Conditions, has tampered with the entry process, or acts in a manner that is disruptive, dishonest or engaged in any unlawful or other improper misconduct which jeopardises the fair and proper conduct of this Competition; and
 - d. accept any entry as valid notwithstanding any errors or omissions.
36. The Promoter reserves all rights to recover from any entrant or purported entrant any loss, damage or other compensation arising from the failure of the entrant or purported entrant to comply with these Terms and Conditions.

Privacy and consent

37. Entrants agree that personal information provided by an entrant to the Promoter for the purpose of entering this Competition will be collected, used and disclosed in accordance with the Promoter's privacy policy. A copy of the privacy policy is available at www.unitywater.com/privacy.
38. The Promoter may use the entrant's name, image, drawing, photograph, video, voice and/or statement in the event they are a Prize winner in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any goods or services of the Promoter including community-related services, unless the Prize winner provides written request to the Promoter not to publish such material.

Subject to these Terms and Conditions, personal information collected by the Promoter will be kept strictly confidential and will not be sold, reused, rented, loaned or otherwise disclosed to any third party except in accordance with these Terms and Conditions, and the Promoter's privacy policy, the *Right to Information Act 2009* (Qld), as requested by the State of Queensland, the relevant regulatory authority in each State or Territory, or

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as otherwise required or permitted by law.

Intellectual property

39. The Sponsor confirms that, to the best of your knowledge, the entrant's entry is original and does not infringe the intellectual property rights of any third party. You agree that the Promoters have an unrestricted, irrevocable, transferable, right and licence to use and modify the entry by cropping or colour correcting the entry including for promotional purposes without the payment of any further fee or compensation. To the extent permitted by law, you unconditionally and irrevocably consent to the Promoters modifying the entry as described in this clause. The Promoters will use reasonable efforts to attribute the entrant as author of the entry.

Other information incorporated into Terms

40. Information and instructions on how to enter this Competition and Prize information forms part of these Terms and Conditions.
41. If any inconsistency arises between the information at clause 39 and these Terms and Conditions, these Terms and Conditions prevail to the extent of the inconsistency.

General

42. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
43. The Promoter's decisions are final. The Promoter is not required to enter into any correspondence with any Sponsor, entrant or purported entrant in relation to this Competition.
44. If this Competition is not capable of being conducted as reasonably anticipated due to anything beyond the reasonable control of the Promoter, or is interfered with in any way, including but not limited to by, war, civil unrest, strike, riot, crime, power failure, natural disaster, weather event, computer virus, tampering or technical failure or unauthorised intervention, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant or invalidate any entry; or (b) subject to written approval from any relevant regulatory authority, to modify, suspend, terminate or cancel this Competition.
45. The Promoter may assign or novate its rights and responsibilities under this agreement to any third party at its sole discretion.
46. The Promoter bears no liability or responsibility for any issues or faults of any telephone network or lines, computer systems, servers, providers, computer equipment, software, technical problems or traffic congestion, including but not limited to any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials related to this Competition.

47. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) is not responsible and excludes all liability for: any tort (including negligence) or contractual claim; any personal injury, illness or death; any loss or damage (including loss of opportunity) suffered by any entrant, account owner or Prize winner, whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to the following: (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 incorrect or incomplete information which may be communicated in the course of administering this Competition; (d) any entry or Prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a Prize winner or entrant; or (g) use of a Prize.
48. This agreement is governed by the laws of Queensland.
49. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each entrant and participant releases Facebook completely in relation to this Competition.

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Schedule 1 – Details

Competition	Unitywater healthy thriving kids prize competition 2024.
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Competition timeframes

Competition Period	From the Competition Start Time to the Entry Close Time
Competition Start Time	Wednesday, 20 November 2024 at 9:00am AEST
Entry Close Time	Sunday, 1 December 2024 at 11:59pm AEST
Competition End Time	Sunday, 1 December 2024 at 11:59pm AEST
Prize Draw Day	Tuesday 3 December 2024

Prizes

Prize	\$25 Rebel sport e-voucher
Number of Prizes	4
Total Prize Value	\$100 AUD