

Richmond Prize ~ *The Spirit of the Outback*

Terms & Conditions of Poetry Competition

This competition is conducted by Richmond Shire Council, 65 Goldring Street, Richmond, Queensland 4822 (**Richmond Shire Council**) in support of the Cloncurry Shire Council Cloncurry Prize poetry competition.

By participating in the Richmond Shire Council poetry competition (**Competition**), you (**Entrant**) agree to be bound by these terms and conditions.

If you do not accept these terms and conditions, you cannot participate in the Competition or be eligible for any prizes offered in the Competition.

Competition Period

- 1 Entries into the Competition open at [15 January 2021] at 12.01am AEST and close at [28 February 2021] at 11.59 AEST (**Competition Period**).
- 2 Following the Competition the judging period will be completed in the following manner:
 - Longlisting (selection of the top 50 entries): [15 March 2021] at 11.59pm AEST.
 - Shortlisting (selection of each judge's top three entries): [29 March 2021] at 11.59pm AEST.
 - Judging: [31 March 2021] at 11.59pm AEST.
 - Prize announcement: [17 April 2021].

Eligibility

- 3 The Competition is open to individuals who are Australian citizens, permanent residents or Australian passport holders living in the Richmond Shire.
- 4 Open Section: 18 years and over
Under 18: 12 -17 years old
Under 12: 11 years and under

Entries

- 6 A person may enter the Competition by:
 - (a) accessing one of Richmond Shire Council's entry forms available from Community Development Officer, StephanieF@richmond.qld.gov.au
 - (b) submitting a completed entry form via email in the format described below to the email address StephanieF@richmond.qld.gov.au. All details on the form must be completed and valid for the entry to be eligible. In exceptional circumstances, Richmond Shire Council may consider entries made by any other means.
 - (c) entries are permitted and encouraged to enter concurrently in the Cloncurry Prize - *The Spirit of Cloncurry*
- 7 Entry into the Competition is free. Subject to any applicable laws entries can be removed by the author by request to Richmond Shire Council. A person may enter the Competition in accordance with these terms and conditions on more than one occasion, although Richmond Shire Council reserves the right, in its absolute discretion, to refuse to accept multiple entries from an Entrant.

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Formatting, style and contents of poetry entry

- 8 Entries must be submitted observing the following formatting and stylistic elements:
- (a) each entry must be a Microsoft Word document (.doc or .docx) or macOS Pages document (.pages);
 - (b) all stanza breaks must be clearly spaced;
 - (c) entries must be a single poem of no more than two pages written in English;
 - (d) Pages must be numbered, with the poet's name right aligned in the footer of the document;
 - (e) The poet's name should not appear anywhere in the document body unless it is relevant to the work; and
 - (f) The file name should include the Title followed by the Poets Name e.g. The Cameleers Saddle – Bob Down.
- 9 Entries must be original works written by the Entrant.
- 10 All entries must be new work, not previously published, broadcast, otherwise available in the public domain or prizewinning work from other competitions.
- 11 Entries that have been entered in previous competitions that are not prizewinning entries and not disqualified by clause 10 are eligible.
- 12 Entries that are deemed by the judges to be works of plagiarism will be disqualified. Entries must not contain any dedications
- 13 Entries must not contain anything unlawful, defamatory, libellous or obscene. Entries containing anything which Richmond Shire Council or the judges deem inappropriate will be disqualified.

Prize

The prizes are as follows:

- 14
- (a) First prize \$500; Runner-up \$200
 - (b) Under 18 - First prize \$250; Runner-up \$100
 - (c) Under 12 - First prize \$100; Runner-up \$50
- 15 Prize money will be deposited to the nominated bank account of the winning Entrant and Runner Up within 30 days of Richmond Shire Council announcing the winners and receiving the winners bank details.

Judging

- 17 For the first and runner-up prizes, the entries will be judged by [a Judging Panel, who will have the necessary expertise required to assess the poetry entries]. The Judging Panel will consist of three judges. The expertise may include but not be limited to persons who are suitably credentialed as a person distinguished in art, literature, science, politics or a reputable public figure with a recognisable Australian public presence and body of work that enables them to appropriately judge a work of poetry.

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- 18 Where Richmond Shire Council receives more than 50 entries for the Competition, Richmond Shire Council will establish a review committee whose role will be to longlist the entries down to 50. The review committee will be made up of suitably qualified individuals. The individuals on the review committee will have the necessary expertise to longlist the entries. Such expertise may include, but not be limited to, qualifications in art, literature, English language or Australian History.
- 19 All entries will be judged on the Entrant's skill as well as the entry which best represents the "Spirit of the Outback" (in the opinion of the judges, in their absolute discretion).
- 20 In the event of a tie or no clear first place winner a tie break will be decided at the discretion of the Richmond Shire Council Mayor.
- 21 The Competition is a game of skill and chance will not play any role in determining the shortlisted finalists or the winners of the prizes. The Judging Panel's decision is also final.
- 22 Entries must be received before the end of the Competition Period to be considered.
- 23 All winners will announced on 17 April 2021 and published on the Richmond Shire Council website.
- 24 The winner will be contacted by phone and email. [If the winner cannot be contacted by Richmond Shire Council within 48 hours of judging, Richmond Shire Council may select an alternative entry as the winner.]
- 25 Richmond Shire Council accepts no responsibility for any entries not received within the required time or at all. Entries will be deemed accepted when they are received by Richmond Shire Council.
- 26 Richmond Shire Council may verify the validity of entries and disqualify any Entrant without notice for providing false information, failing to comply with these terms and conditions or tampering with the entry process.
- 27 Richmond Shire Council is not responsible for any technical difficulties which prevent an otherwise valid entry from being received by Richmond Shire Council.
- 28 If a winner is disqualified or deemed ineligible in accordance with these terms of entry or a prize remains unclaimed after 14 days, and after reasonable efforts have been made by Richmond Shire Council to contact a winner, the winner forfeits the prize and Richmond Shire Council reserves the right to award the prize to the next-ranked Entrant as determined by Richmond Shire Council in its sole discretion. The substitute winner, if any, will be notified via email and published on the Richmond Shire Council website.

Media

- 29 Shortlisted poets may be required to take part in events and media activities at the direction of Richmond Shire Council.
- 30 All prize winners agree to participate in media activities requested by Richmond Shire Council in Richmond Shire Council's discretion.

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Liability

- 31 Subject to paragraph 33, Richmond Shire Council will not be liable for any loss or damage (however caused), suffered by the Entrant in connection with these terms and conditions or the Competition.
- 32 Except as contemplated by paragraph 33, nothing in these terms and conditions is intended to limit any rights of the Entrant under the *Competition and Consumer Act 2010* (Cth).
- 33 If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by Richmond Shire Council in connection with these terms and conditions or the Competition and Richmond Shire Council's liability for failing to comply with that guarantee cannot be excluded but may be limited, then paragraph 31 does not apply to that liability and instead Richmond Shire Council's liability for such failure is limited to (at Richmond Shire Council's election):
- (a) in the case of the supply of goods, Richmond Shire Council replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
 - (b) in the case of supply of services, Richmond Shire Council supplying the services again or paying the cost of having the services supplied again.
- 34 The winner is solely responsible for all government charges, expenses, taxes or any other tax or duty payable in connection with the prize.

Intellectual property and personal information

- 35 Each Entrant makes the following warranties to Richmond Shire Council:
- (a) All submissions and presentations provided to Richmond Shire Council and the judging panels during the course of the Competition (**Work** or **Works**) are the Entrant's own work.
 - (b) The Works do not infringe the rights of any third party, including, without limitation, intellectual property rights and moral rights.
- 36 By entering the Competition, the Entrant consents to Richmond Shire Council using, modifying and disclosing:
- (a) the Entrant's name, likeness, image or voice (including photograph, film or recording) in any media; and
 - (b) all information provided by the Entrant in the entry form (**Material**),
- for an unlimited time without further reference, payment or any other compensation to the Entrant for the promotion of any products or services of Richmond Shire Council, including sending the Entrant electronic messages.
- 37 The use and disclosure of the Material by Richmond Shire Council is subject to Richmond Shire Council's privacy policy and the restrictions imposed by the *Privacy Act 1988* (Cth). A copy of Richmond Shire Council's privacy policy is available at the Richmond Shire Council website.
- 38 If an Entrant does not provide Richmond Shire Council with the personal information requested in the entry form, then Richmond Shire Council may, in its absolute discretion, disqualify the Entrant from the Competition.

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- 39 The Entrant consents to all acts or omissions of any person, including Richmond Shire Council, in connection with the Material, that would otherwise constitute an infringement of any moral rights that the Entrant may have now, or in the future pursuant to the *Copyright Act 1968* (Cth).
- 40 Without limiting paragraph 39, if requested by Richmond Shire Council, the Entrant agrees to provide consent to any specific act or omission nominated by Richmond Shire Council that may otherwise infringe the moral rights of the Entrant.
- 41 The Works remain the property of the Entrant. Intellectual property rights in any Work remains the sole property of the Entrant. No intellectual property rights in any Work are assigned to Richmond Shire Council or any other entity involved in the Competition by way of these terms of entry.
- 42 Upon submission, the Entrant grants Richmond Shire Council a non-exclusive, non-transferrable, global licence to exercise the intellectual property rights (including copyright rights) in the Works, including to use, modify, publish and commercialise the winning entry without cost.

Queries

- 43 Any queries regarding the Competition should be directed to Stephanie Fields, Richmond CDO on 07 47193377 during Richmond Shire Council's business hours.

General

- 44 If for any reason the Competition is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud, any technical difficulties or any causes beyond the control of Richmond Shire Council, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Competition, Richmond Shire Council reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Competition.
- 45 Failure of Richmond Shire Council to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 46 Entrants irrevocably submit to the non-exclusive jurisdiction of the Queensland courts in connection with the Competition.