

Terms and conditions

SharkSmart drone trial community survey prize draw

By entering the SharkSmart drone trial competition (“the Competition”), you agree to the following terms and conditions (“the Terms”):

Disclaimer

The personal contact information you provide will only be used for the purposes of this competition and will not be used for any future promotions.

Terms

1. The Competition

1.1. The promoter of this competition is the State of Queensland (acting through Department of Agriculture and Fisheries) (Promoter).

2. General

2.1. Information on how to enter this competition forms part of these terms and conditions.

2.2. Participation in this competition is deemed acceptance of these terms and conditions.

2.3. If there is any inconsistency between these Terms and anything else that refers to this Competition, these Terms will prevail.

2.4. The Promoter reserves the right (subject to State Regulations) to vary these Terms, or suspend, terminate or cancel the Competition at any time in its sole and absolute discretion.

2.5. The Promoter will not award any prize if this competition is terminated.

2.6 The Promoter’s decision on all matters pertaining to this competition is final and binding and no correspondence will be entered into.

3. Who can enter, how to enter and the Prizes

3.1. Entry is open to all residents of Queensland. Entrants under the age of 18 must receive the permission of their parent or guardian to enter.

3.2. Entry to the competition is free.

3.3. Employees and consultants of the Promoter, and their immediate families, are ineligible to enter.

3.4. The entrant has, prior to submitting an entry in the competition, obtained consent from all persons whose image appears in the photo entry. The entrant agrees to provide evidence of consent upon request by the Promoter.

3.5. The competition commences at 10am AEST on Wednesday 10 March 2021 AEST and ends at 3pm AEST on Wednesday 7 April 2021 (Promotional Period).

3.6. To enter, complete the SharkSmart drone trial survey on the Department of Agriculture and Fisheries eHub website (<https://daf.engagementhub.com.au/>). Entrants must provide their name, email address and phone number at the end of the survey to enter the Competition.

- 3.7. All valid entries received by 3pm AEST on Wednesday 7 April 2021 will be entered into the prize draw. One entry per person is permitted.
- 3.8. Entries will be deemed to be accepted at the time of receipt by the Promoter's web page and not at the time of transmission.
- 3.9. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Entries must be received by the Promoter during the Promotional Period. The Promoter accepts no responsibility for late, lost or misdirected entries including whether caused by problems with:
- (i) communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
 - (ii) any theft, destruction or unauthorized access to, or alteration of such communications; or
 - (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the competition.
- 3.10. Three entries will be chosen to receive a prize pack. Each prize pack consists of a Surf Life Saving Queensland beach towel (valued at \$39.95) and Surf Life Saving Queensland beach bag (valued at \$39.95).
- 3.11. Winning entries will be selected by random manual draw by a Department officer on Thursday 8 April 2021 and the winners notified via their email account within two business days. Winners will be required to provide a postal address to the Promoter receive their prize. Prizes will be posted to the winner within two business days of the winner providing their postal address to the Promoter.
- 3.12. In the event winners do not respond to the email from the Promoter within five business days, the winner forfeits their prize. In the event of any forfeited prize, the Promoter will select another winning entry.

4. No Liability

- 4.1. The Promoter does not accept any responsibility for misleading or incorrect information provided by third parties.
- 4.2. The Promoter reserves the right, in its sole discretion to, disqualify any entrant, or to modify, suspend, terminate or cancel the competition.
- 4.3. The entrant releases to the full extent permitted by law, the Promoter (including but not limited to, its employees, agents, officers and contractors), from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether special, direct, indirect or consequential, including consequential financial loss) arising out of or in connection with this competition, including the entrant's participation in this competition.
- 4.4. Any costs associated with accessing social media sites and mobile applications is the Entrant's responsibility and is dependent on the Internet service provider used.

5. Intellectual Property and licensing

- 5.1. Intellectual Property rights in an entry will remain the property of the Entrant (or where the work is owned by a third party, that third party), but the Entrant grants (or will procure for the Promoter from a third party) a non-exclusive, royalty free, world-wide licence, including right to sub-licence, in such intellectual property, for any purpose of the Promoter.

5.2. Entrants agree that the Promoter may use their name and photograph for promotional purposes and agree to their name being shared on social media and published in one or more of the Promoter's fishing guides. By entering this competition all entrants:

- (i) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assignees, licensees and successors in title; and
- (ii) warrant to the Promoter that their entry is not in breach of any third party intellectual property rights.

6. Privacy

6.1. Personal information collected by the Promoter, will be handled in accordance with the *Information Privacy Act 2009* (Qld).

6.2. The Promoter is collecting your personal information in relation to your entry into and participation in this Competition. The type of personal information the Promoter may collect includes the entrant's name, email address, phone number and any other personal information expressly stated to be collected in these Terms.

6.3. As a condition of entry, the entrant agrees to the entrant's personal information being collected, used, published and disclosed for:

- (a) the administration and promotion of the Competition and its associated activities (including to notify the prize winner and to publish the winner's name on social media and in the Promoter's promotional material including the Promoter's e-newsletter); and
- (b) as authorised or required by law.

6.4. The Promoter may provide de-identified and aggregate data regarding the survey results to third parties such as Competition sponsors, prize organisers and external members of the Competition's judging panel.

6.5. You acknowledge that the Promoter is subject to the terms and conditions of the social media providers which may allow unrestricted use and modification, including use and storage of information outside Australia. The Promoter gives no warranties that it can control how your information is subsequently used, stored or modified by third parties. The Promoter is not responsible for the content, security and privacy practices of these websites.

6.6. The Promoter's general privacy statement can be found at:
<https://www.daf.qld.gov.au/website-information/privacy>