



“Where’s Our Water” Colouring Competition for 2021 NAIDOC Week

TERMS AND CONDITIONS

1. 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.
2. The promoter is Hunter Water Corporation (ABN 46 228 513 446) of 36 Honeysuckle Drive, Newcastle NSW 2300 (**Promoter**).
3. Entry is only open to children aged 16 and under located within the Hunter Water’s areas of operations and who have received information about registration for the promotion (**Eligible Children**).
4. Students under the age of 18 must have parental/guardian approval to participate in this promotion and further, the parent/guardian of the student must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the student participating in this promotion.
5. Children of employees of the Promoter are ineligible to participate.
6. Promotion commences on 06/07/2021 and ends at 5pm AEST on 13/07/2021 (**Promotional Period**).
7. **How to Enter:** For eligible children to be entered into the promotion, the following steps must be completed during the Promotional Period:
 - (a) Eligible Children must colour in a “Where’s Our Water Colouring In Sheet”, then upload their drawing to [Instagram/Facebook – note if it is their own social media, they will need to remove private setting] and tag @Hunterwater or email communications@hunterwater.com.au
 - (b) With their drawing, children must submit their first name and DOB so that they can be placed in one of the three age categories. (0-5, 6-11, 12-16)
 - (c) Eligible Children are permitted to submit multiple entries.

Winner Determination

8. The judging will take place after the closing of the promotional period (13/07/2021) from Hunter Water’s education coordinator. The judges may select additional reserve entries and record them in order, in case of an invalid entry or ineligible entrant.
9. Each entry will be individually judged based on skills, age and use of colour. There will be three winners (one in each age category).
10. The winning entry of each age category shall win a colouring prize pack and Hunter Water merchandise. Winners will be contacted to arrange collection of their prize.

11. The colouring in will be judged based on
 - (a) originality;
 - (b) creativity; and
 - (c) skill

General

12. This is a competition determined by the quality and standard of the colouring sheet submitted by entrants and chance plays no part in determining the finalists or winner.
13. The Promoter reserves the right, at any time, to verify the validity of entries and participants and reserves the right, in its sole discretion, to disqualify any Eligible Child where the Promoter has reason to believe that an authorised representative, teacher/staff member or student of such school 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.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If for any reason the winning student/s do not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. Total prize pool value is \$150.
17. Prizes, or any unused portion of prizes, are not transferable or exchangeable.
18. Participants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments 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. Participants 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, or objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15 (the video must have an equivalent G-rating), or otherwise unsuitable for publication;
 - (b) the entrant and guardian consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* and warrant that they have the full authority to grant these rights; and
 - (c) the entrant 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.
19. Without limiting any other terms herein, the participant agrees to indemnify the Promoter for any breach of the above terms.
20. As a condition of entering this promotion, each participant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the entry (which shall

include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

21. Participants consent to the Promoter using their name, likeness, image and/or voice in the event their Eligible Child is a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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 Eligible Child; and
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the Internet service provider used.
24. 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 State 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.
25. 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 participant; or (f) use of a prize.
26. As a condition of accepting a prize, an authorised guardian of any student under 18 years must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. Hunter Water owns the copyright and Intellectual Property in the artistic and graphical design in the Colouring Competition Sheets. If you would like to reproduce the content of the Colouring Competition Sheets please contact Hunter Water.

