

Terms and Conditions

The State of Queensland through the Department of the Premier and Cabinet, of 100 George Street, Brisbane, Queensland 4000 (ABN 65 959 415 158) (DPC) is the promoter of the 'Premier's Awards for Open Data' (Awards).

By entering the Awards, you agree to the following terms and conditions (Terms and Conditions):

1. Information on how to enter and the prize(s) forms part of these Terms and Conditions.
2. The Awards are free to enter.

Entry Requirements

3. The Awards are open for initial concept submissions from 1 August 2013. The closing date for concept submissions is Sunday 22 September 2013 (Concept Deadline).
4. Stage two final nominations are open for submission from 4 October 2013 and must be received by Thursday 31 October 2013 (Closing Date).
5. Late submissions will be deemed invalid.
6. Entrants must also fully complete details on the Concept Submission Entry Form and submit it using the instructions listed on www.data.qld.gov.au.
7. Entrants aged less than 18 years must have permission from their parent or legal guardian, who must sign on their behalf.
8. Multiple entries may be submitted.
9. Entries can relate to either one of four categories: public transport, improved service delivery, growing and developing Queensland's future, and an open category.
10. Each entry is only eligible for consideration under one category.
11. DPC employees and their immediate family members may participate in the Awards but neither they or any team they are part of are eligible for the receipt prize money, which shall be awarded to next best placed Entrant.
12. State employees may enter as individuals but they cannot make up more than one-half of one team.

Video Requirements (Stage Two)

13. All persons appearing in the video must be at least 18 years or have permission from their parent or legal guardian for the video to be entered on these Terms and Conditions.
14. The video must:
 - a. be solely owned by the Entrant;

- b. be the Entrant's own original work and not include music, videos, photographs, artworks, logos, poetry and other text which are not the Entrant's own original work or which breaches the *Copyright Act 1968 (Cth)*;
 - c. only show identifiable people who have consented to the entry of the video on these Terms and Conditions;
 - d. not include hate speech; profanity, obscenity or vulgarity; comments that could be considered prejudicial, racist or inflammatory; nudity or offensive imagery; defamation to a person or people; name calling and/or personal attacks; videos whose main purpose are to sell a product; copyrighted materials; identifying information such as email addresses, phone numbers or private addresses; false representations of another individual, organisation, government or entity; promotion of a product, business, company or organisation.
15. On submitting a copy of the video, all copyright, trade mark, design, or other proprietary rights, in relation to the video and all content (including sound) in the video will vest in DPC.

Entrant's Warranties

16. The Entrant warrants to DPC that the above Entry and Video requirements are satisfied.
17. DPC reserves the right to seek further assurances that the entry and video requirements are satisfied including by seeking written consents from individuals or a parent/guardian of an individual appearing in the video.

Prize and Judging

18. Each category will be awarded one winner, receiving a cash prize of \$5000 (Prizes). All Prizes are to be paid by cheque.
19. Prizes are awarded per entry, not per participant. If there is more than one Entrant for a submission, any prize will be paid to the first named Entrant or in the reasonable discretion of DPC.
20. If the winner is under the age of 18 years, the prize may be paid to the winner's parent or legal guardian on behalf of the winner.
21. The total prize pool for the Awards is valued at approximately \$95,000 (including GST).
22. DPC's conduct of the Awards and the provision of Prizes should not be construed as expressing or implying any endorsement of any product, service or business or visa versa.
23. Finalists will be selected by a Panel during week commencing 4 November 2013.
24. The panel is made up of event organisers, event speakers and supporting organisations (Panel).

25. No person involved in any part of the execution or administration, including the Panel judging the Awards, is eligible to compete for prizes.
26. The Panel may disqualify any Entrant on behalf of DPC if they perceive unlawful conduct or a breach of the spirit of the Terms and Conditions.
27. Winners of the Awards will be decided by the Panel and announced at the Premier's Awards for Open Data (Awards Ceremony) in December 2013.
28. The decisions of DPC or the Panel are final and no correspondence will be entered into.
29. The date and time for the Awards Ceremony will be published on the Open Data website, once confirmed.
30. DPC will notify the prize winners (or, if applicable, their parent or legal guardian) within seven (7) days by telephone using the contact details specified on the entry form should they not be present at the Awards Ceremony.
31. The prizes will be delivered by post within 14 days of announcement subject to the prize winners completing the necessary paperwork within advised timeframes.
32. No responsibility will be taken by DPC for lost mail. It is the Entrant's responsibility to ensure that their contact details are correctly stated on entry to the Awards (as well as updated) and to complete requested paperwork.
33. If a prize is not claimed, or a winner cannot be contacted after reasonable efforts by DPC using the information provided to enter the Awards, that prize will be forfeited.
34. DPC reserves the right to amend the Terms and Conditions at any time until the Closing Date. The Awards will be governed by the laws of Queensland and the parties agree to submit to the jurisdiction of courts of Queensland.

Disclosure and Publication

35. DPC may use and disclose such personal information about Entrants (including their name) and within their videos for any purpose of or in conjunction with:
 - a. seeking further assurances as to the Entrant's warranties (including where appropriate from a parent/legal guardian);
 - b. evaluating the video;
 - c. using it in association with Awards; and
 - d. for winning Entrants, in promoting the Awards and the open data revolution as referred to in the 'Premier's Message'.
36. Entries and videos will otherwise remain confidential unless, and until such time as, they are selected by the Panel as a winning entry.
37. Upon being selected by the Panel as a winning entry, DPC may:
 - a. use, licence, publish or reproduce the video in any form, including by social media (e.g. YouTube, Facebook, Twitter and Flickr) for public relations,

promotions, commercial and advertising in relation to the Awards and the open data revolution as referred to in the 'Premier's Message'; and

- b. perform any act or omission in exercise that might otherwise constitute an infringement of the Entrant's or any identifiable person's moral rights under the *Copyright Act 1968 (Cth)*.

38. Documents and videos in connection with the Awards may be subject to disclosure under the Right to Information Act 2009, subject to the exemptions under the Act.

Social Media acknowledgment

39. On posting to a social media website, DPC will be subject to the terms and conditions of the social media provider which may allow unrestricted use and modification of the video. DPC gives no warranties that it can or will seek to control how personal information contained in the video is subsequently used or modified by third parties.

General

- 40. Submitted videos and documents may not be returned in DPC's sole discretion.
- 41. To the extent permitted by law, DPC is not liable for any loss or damage suffered or incurred by any person or personal property in relation to the Awards including, but not limited to, consequential and indirect losses by reason of any act or omission, deliberate or negligent, by DPC, its employees, sub-contractors or agents.
- 42. If the Awards are interfered with in any way or are not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of DPC, DPC reserves the right in its sole discretion to modify, suspend, terminate or cancel the Awards.
- 43. DPC reserves the right to amend these conditions at any time up to the Closing Date.
- 44. DPC reserves the right to accept or reject any entry at its sole discretion.

Privacy Statement

- 45. DPC of Queensland is collecting personal information for the purpose the Awards and the open data revolution as referred to in the 'Premier's Message'.
- 46. Except to the extent that it is contained in the video, personal information will only be used by authorised by persons involved in the running or development of the Awards as specified in the above. It will not be used for any other purpose or disclosed to any third party without your consent, unless required or permitted by law.