

Cloncurry Prize Poetry Competition

Terms & Conditions

This competition is conducted by Cloncurry Shire Council, 38-46 Daintree Street, Cloncurry, Queensland 4824 (**Cloncurry Shire Council**).

By participating in Cloncurry Shire Council's "Cloncurry Prize" Poetry Competition (**Competition**) in Australia, 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 on 21 March 2023 at 9:00am AEST and close on 1 May 2023 at 11.45pm AEST (**Competition Period**).
2. After the Competition closing date a judging period will be completed in the following manner:
 - Longlisting (selection of the top 50 entries): between 8 May 2023 and 21 May 2023.
 - Shortlisting (selection of each judge's top three entries): between 22 May 2023 and 4 June 2023.
 - Final judging: between 5 June 2023 and 9 June 2023.
 - Prize announcement: 23 June 2023.
3. The entry fee is as described at clause 9.

Eligibility

4. The Competition is only open to individuals over 18 years (excluding junior competition) who are Australian citizens, permanent residents or Australian passport holders living in Australia.
5. The Junior Competition is only open to Queensland school aged individuals (18 years or under) who are currently residing in Queensland.
6. Employees of Cloncurry Shire Council are not eligible to enter the Competition.
7. Immediate family of Cloncurry Shire Council employees are eligible to enter the Competition (for example, spouses, ex-spouses, de-facto spouses, children or step-children, parents, grandparents, step-parents, grandchildren, uncles, aunts, niece, nephews, brothers, sisters, step-brothers, step-sisters or first cousins).

Entries

8. An Entrant may enter the Competition by:
 - a. completing the Cloncurry Prize online submission form <https://www.surveymonkey.com/r/cloncurryprize>
 - b. In exceptional circumstances, Cloncurry Shire Council may consider entries made by any other means.
9. Entry into the Competition is \$25 per entry. Subject to any applicable laws, fees are not refundable once the entry is submitted however entries can be removed by the author by request to Cloncurry Shire Council in writing.
10. Entry to the Junior Competition is via the online submission form <https://www.surveymonkey.com/r/juniorcloncurryprize>
11. Entry into the Junior Competition is free.
12. An Entrant may enter the Competition in accordance with these terms and conditions on more than one occasion.
13. Cloncurry Shire Council reserves the right, in its absolute discretion, to refuse to accept an entry from an Entrant.

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Formatting, style and contents of poetry entry

14. Entries must be submitted observing the following formatting and stylistic elements:
 - a. Entries must be submitted as a Microsoft Word document (.doc or .docx) or PDF (.pdf)
 - b. The document file name should be the title of the poem only
 - c. Entries must be a single poem of no more than two pages written in English. Pages must be numbered.
 - d. Entries must be typed in Calibri or Times New Roman font, no smaller than size 11
 - e. All stanza breaks must be clearly spaced
 - f. The poet's name should not appear anywhere in the document body unless it is relevant to the work (entries are judged anonymously)
15. Cloncurry Shire Council reserves the right to refuse an entry if it fails to comply with the above formatting and stylistic elements.
16. Entries must be original works written by the Entrant.
17. All entries must be new work, not previously published, broadcast, otherwise available in the public domain or prizewinning work from other competitions.
18. Entries that have been entered in previous competitions that are not prizewinning entries and not disqualified by clause 17 are eligible.
19. Entries that are deemed by the judges to be works of plagiarism will be disqualified. Entries must not contain any dedications.
20. Entries must not contain anything unlawful, defamatory, libellous or obscene. Entries containing anything which Cloncurry Shire Council or the judges deem inappropriate will be disqualified.

Prizes

21. The prizes are as follows:
 - a. a first prize, the winner of which will receive \$10,000;
 - b. a runner-up prize, the winner of which will receive \$1,000;
 - c. junior competition a first prize, the winner of which will receive \$250
 - d. junior competition a second prize, the winner of which will receive \$150
 - e. junior competition a third prize, the winner of which will receive \$100
22. Prize money will be deposited to the nominated bank account of the Entrants within 30 days of Cloncurry Shire Council receiving the nominated bank details.

Judging

23. 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 Tania Kernaghan, Brenda-Joy Pritchard and Allan Cooney. 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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24. Where Cloncurry Shire Council receives more than 50 entries for the Competition, Cloncurry 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.
25. All entries will be judged on the Entrant's skill as well as the entry which best represents the theme "Outback Heroes" (in the opinion of the judges, in their absolute discretion).
26. In the event of a tie or no clear first place winner a tie break will be decided at the discretion of the Cloncurry Shire Council Mayor.
27. 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 final. Each entry will be individually judged based on the Judging Criteria as follows;
 - a. The theme "Outback Heroes".
 - b. **Longlisting Criteria (Top 50)**
 - i. Theme Relevance – Outback Heroes = 60%
 - ii. Form – word choice, commas, stanzas = 20%
 - iii. Language – choice of words, and order is precise = 20%
 - c. **Shortlisting criteria (Top 10)**
 - i. Theme Relevance – Outback Heroes = 60%
 - ii. Form – word choice, commas, stanzas = 15%
 - iii. Language – choice of words, and order is precise = 15%
 - iv. Legacy – timelessness of Poem = 10%
28. Entries must be received before the end of the Competition Period stated in clause 1 to be considered.
29. The winner will be contacted by phone and email. If the winner cannot be contacted by Cloncurry Shire Council within one week of final judging, Cloncurry Shire Council may select an alternative entry as the winner.
30. The winner will be invited to attend the prize announcement Award Evening in Cloncurry, Queensland on 23 June 2023.
31. All winners will be announced by social media after the prize announcement Award Evening on 23 June 2023.
32. Cloncurry 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 Cloncurry Shire Council.
33. Cloncurry 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.
34. Cloncurry Shire Council is not responsible for any technical difficulties which prevent an otherwise valid entry from being received by Cloncurry Shire Council.
35. If a winner is disqualified or deemed ineligible in accordance with these terms and conditions or a prize remains unclaimed after 14 days, and after reasonable efforts have been made by Cloncurry Shire Council to contact a winner, the winner forfeits the prize and Cloncurry Shire Council reserves the right to award the prize to the next-ranked Entrant as determined by Cloncurry Shire Council in its sole discretion. The substitute winner, if any, will be notified via phone and email.

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Media

36. Shortlisted entries may be required to take part in events and media activities at the direction of Cloncurry Shire Council.
37. All prize winners agree to participate in media activities requested by Cloncurry Shire Council in Cloncurry Shire Council's discretion.

Liability

38. Subject to clause 40, Cloncurry 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.
39. Except as contemplated by clause 40, nothing in these terms and conditions is intended to limit any rights of the Entrant under the *Competition and Consumer Act 2010* (Cth).
40. 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 Cloncurry Shire Council in connection with these terms and conditions or the Competition and Cloncurry Shire Council's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clause 38 does not apply to that liability and instead Cloncurry Shire Council's liability for such failure is limited to (at Cloncurry Shire Council's election):
 - a. in the case of the supply of goods, Cloncurry 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, Cloncurry Shire Council supplying the services again or paying the cost of having the services supplied again.
41. 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

42. Each Entrant makes the following warranties to Cloncurry Shire Council:
 - a. All submissions and presentations provided to Cloncurry 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.
43. By entering the Competition, the Entrant consents to Cloncurry Shire Council using, modifying and disclosing:
 - a. The Entrant's poem and all information provided by the Entrant in the entry form (**Material**),
 - b. the Entrant's name, likeness, image or voice (including photograph, film or recording) in any mediafor an unlimited time without further reference, payment or any other compensation to the Entrant for the promotion of any products or services of Cloncurry Shire Council, including sending the Entrant electronic messages.
44. The use and disclosure of the Material by Cloncurry Shire Council is subject to Cloncurry Shire Council's privacy policy and the restrictions imposed by the *Privacy Act 1988* (Cth). A copy of Cloncurry Shire Council's privacy policy is available on our website <https://www.cloncurry.qld.gov.au/contact/privacy>
45. If an Entrant does not provide Cloncurry Shire Council with the personal information requested in the entry form, then Cloncurry Shire Council may, in its absolute discretion, disqualify the Entrant from the Competition.

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46. The Entrant consents to all acts or omissions of any person, including Cloncurry 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).
47. Without limiting paragraph 46, if requested by Cloncurry Shire Council, the Entrant agrees to provide consent to any specific act or omission nominated by Cloncurry Shire Council that may otherwise infringe the moral rights of the Entrant.
48. The Works remain the property of the Entrant. Intellectual property rights in any Works remains the sole property of the Entrant. No intellectual property rights in any Work are assigned to Cloncurry Shire Council or any other entity involved in the Competition by way of these terms of entry.
49. Upon submission, the Entrant grants Cloncurry 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

50. Any queries regarding the Competition should be directed to cloncurryprize@cloncurry.qld.gov.au

General

51. 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 Cloncurry Shire Council, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, Cloncurry 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.
52. Failure of Cloncurry Shire Council to enforce any of its rights at any stage does not constitute a waiver of those rights.
53. Entrants irrevocably submit to the non-exclusive jurisdiction of the Queensland courts in connection with the Competition.
54. Paragraphs 33, 34, 38, 39, 40, 44, 45 and 46 survive termination or expiry of the Competition.