

# The Big Issue – Kids Holiday Cover Competition

## Conditions of Entry

<b>Promoter</b>	Big Issue In Australia Limited (ABN 61 071 598 439) trading as “The Big Issue”, Basement, 227 Collins Street, Melbourne, 3001.
<b>Entry Restrictions</b>	<p>Entrants must be the parent or guardian of a child or children seeking to participate in the Competition. For the purposes of this Competition, a child is considered to be a person aged 12 or under.</p> <p>Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the other agencies or companies associated with the conduct or running of this competition are ineligible to enter.</p>
<b>Competition Period</b>	Friday 29/09/2023 at 12:00am (AEDT) to Tuesday 31/10/2023 at 12:00am (AEDT).
<b>Entry Method</b>	<p>During the Competition Period, entrants must:</p> <ul style="list-style-type: none"> <li>• visit <a href="http://www.thebigissue.org.au/kidscover">www.thebigissue.org.au/kidscover</a> for reference on cover size and specifications;</li> <li>• have their child create a festive-themed front cover page for the Promoter’s magazine cover in accordance with the size and specifications; and</li> <li>• prepare the following: <ul style="list-style-type: none"> <li>○ a scanned high resolution copy or the original version of their child’s artwork;</li> <li>○ the entrant’s entry details: <ul style="list-style-type: none"> <li>▪ the entrant’s name and contact details (phone and email); and</li> <li>▪ the name and age of their child,</li> </ul> </li> </ul> <p>(collectively, the “<b>entry</b>”)</p> <p>and either:</p> <ul style="list-style-type: none"> <li>○ email the entry containing the scanned high resolution copy of their child’s artwork to <a href="mailto:kidscover@bigissue.org.au">kidscover@bigissue.org.au</a>; or</li> <li>○ send the entry containing the original version of their child’s artwork to: Kids Cover, The Big Issue, GPO Box 4911, Melbourne, Victoria 3001.</li> </ul> <p>For the avoidance of doubt, all entries will be in the name of the parent or guardian who submits the entry, and not the child who created the artwork. However, the Promoter recommends that each entrant obtains their child’s permission to enter their artwork as part of this competition before submitting their entry.</p> <p>Entrants may only enter once per child. For the avoidance of doubt, where an entrant has multiple children, an entrant may submit an entry for each of their children. However, each entry must be submitted separately, and each individual entry must include a different artwork. This does not prevent the entrant from sending the entries for each of</p> </li></ul>

	<p>their children in the same email or envelope.</p> <p>Entrants should allow and encourage their children to be as creative as they wish. Also, the judging criteria will not necessarily focused only on which artwork looks the “best” or which reflect the best artistic skills. Accordingly, the Promoter encourages entrants to let their children express their creativity with minimal intervention.</p>
<b>Winner Determination</b>	<p>The best valid entry, as determined by the judges, will be deemed the “<b>Prize Winner</b>” and receive the Prize.</p> <p>The Promoter may also, at its sole discretion, elect to include any number of non-winning entries to be included on its website or be published within the body of the 2023 Christmas edition of its magazine.</p>
<b>Prize Details</b>	<p>There is one (1) Prize to be won.</p> <p>The Prize Winner will:</p> <ul style="list-style-type: none"> <li>• have their entry be featured as the cover page for the 2023 Christmas edition of the Promoter’s magazine.</li> </ul>
<b>Winner Notification</b>	<p>The Prize Winner will be notified within 10 business days of the end date of the Competition Period by email and phone. The details of the Prize Winner’s entry (including their submitted artwork) will also be published on the Promoter’s website.</p>
<b>Prize Claim Date and Time</b>	<p>The Prize Winner must claim their prize by Monday 6/11/2023 at 12:00am (AEDT).</p>

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accepts these conditions.
- 2 Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter via postal mail and email and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred in entering the competition.
- 3 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 4 This is a game of skill; chance plays no part in determining the winner. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, artistic and creative merit.
- 5 It must be reasonably ascertainable that each artwork submitted in accordance with the Entry Method is the original work of the entrant’s child.
- 6 By entering this competition, entrants:
  - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry (including the artwork) and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes; and
  - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
  - (c) grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry submitted as part of this competition for any purpose; and

- (d) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view (including for example being published in *The Big Issue* magazine).
- 7 The winner will be notified in accordance with the Winner Notification section of these conditions.
- 8 Without limiting any part of these conditions, the winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
- 9 Without limiting any part of these conditions, if a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry, as determined by the judges.
- 10 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including, without limitation, the winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 11 The Promoter's decision is final and no correspondence will be entered into.
- 12 The Promoter may require winner to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 13 The prizes are not transferable or exchangeable.
- 14 If a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact a winner (or a the winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute the prize to the entrant who submitted the next best valid entry.
- 15 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 16 The Promoter may communicate or advertise this competition using Facebook, Instagram or Twitter. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. Entrants are providing their information to the Promoter and not to Facebook, Instagram or Twitter. Each entrant completely releases Facebook, Instagram or Twitter from any and all liability. If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- 17 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow

the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

- 18 Privacy notice: The information requested and any information submitted as part of your entry is being collected by the Promoter so that you can enter and we can administer this competition. Without this information, we are unable to process your entry. Your personal information is managed in accordance with the Promoter's Privacy Policy. This sets out how you may seek access to and correction of your personal information and how to make complaints. A copy is available at <https://thebigissue.org.au/privacy-policy/>. The Promoter may only disclose the information provided by you if required or authorised by law, or in accordance with our Privacy Policy. Please refer to the Privacy Policy or please contact us at The Big Issue, GPO Box 4911, Melbourne, Victoria 3001, by telephone: (03) 9663 4522 or by email: [privacy@bigissue.org.au](mailto:privacy@bigissue.org.au) for any privacy related queries.