



## People's Choice Prize Conditions of Entry

### 1. Definitions

**Promoter:** Waverley Council ABN 12502583608, 55 Spring St, Bondi Junction, NSW 2022.

**Award:** This process by which Entrants vote to select the People's Choice Prize from shortlisted authors in the Mark and Evette Moran Nib Literary Award.

**Prize categories:** There are two prizes **a)** for the author receiving the most entries in this Award and **b)** for an entrant, drawn at random from all valid entries submitted.

The winning entry from an entrant will be selected at random, and the People's Choice Prize winner will be the author who receives the most number of votes in this Award.

**Entrant:** A person who has submitted an entry containing a vote in accordance with these Conditions of Entry.

**2. Entry Method:** To enter The Nib Waverley Library Award for Literature 2018 People's Choice competition Entrants must either:

- i. visit [www.haveyoursaywaverley.com.au](http://www.haveyoursaywaverley.com.au) during the Award Period, complete the online voting form and provide all the mandatory details, including choosing their preferred author from the judges shortlist; or
- ii. Complete a voting form using the paper ballots provided at the Waverley Library Foyer, the Waverley Council Service Centre or at Gertrude & Alice Bookstore and Café

Only one valid entry will be submitted into the draw per Entrant. The member of the public entry will be selected at random, while the People's Choice Award winner will be the author who receives the most number of votes, as voted by members of the public through this competition.

If for any reason, an Entrant fails to comply with any part of these Conditions of Entry, or a winning entry is deemed not to comply with these Conditions of Entry, the Promoter reserves the right to discard that Entrant's entry and proceed as if the entrant had not entered. The Promoter's decision is final and no correspondence will be entered into.

**3. Restrictions:** Subject to the restrictions in this clause, anyone who has agreed to comply with these Conditions of Entry may enter. Councillors, officers, management, employees and other staff and their immediate families of the Promoter are ineligible to enter.

**4. Award Period:** The competition commences on Monday 17 September 2018 at 12.00pm and closes on Monday 22 October 2016 at 11.59pm.

**5 Prize draw.** The winner will be drawn at 10.30am on Wednesday 07 November 2018 at the North Bondi RSL Club through a raffle draw. The winner will also be advertised on [www.waverley.nsw.gov.au](http://www.waverley.nsw.gov.au) by Monday 19 November 2018. The author who receives the most votes

will be announced on Thursday 22 November 2018 at the Nib Presentation event at North Bondi RSL.

**6. Prize Details:** The author who receives the highest number of votes will receive a \$1,000 prize. One Entrant will also be drawn randomly from all the votes received and will win a \$100 voucher for Bondi Iceberg Club, a set of the 2016 Nib Shortlisted books and an invitation for two to attend the exclusive Nib Presentation event at North Bondi RSL on Thursday 22 November 2018. Receipt of prizes will be arranged through Waverley Council in consultation with the winners. The winners' names and suburbs will be published on [www.waverley.nsw.gov.au](http://www.waverley.nsw.gov.au). The prize is not transferable or exchangeable, nor can it be redeemed in cash.

**7. Responsibilities:** The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Entries via online are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the Entrant.

The People's Choice Prize winner accepts the Prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or Prize, including without limitation:

- i. any indirect, economic or consequential loss;
- ii. any loss arising from the negligence of a Relevant Party;
- iii. any liability for personal injury or death. The Promoter may request that the Winner sign and return a deed of release to this effect as a condition of the Prize being awarded. If the Winner fails to sign and return such release, the Winner may forfeit the Prize.

**8. Privacy:** All entries submitted to the Promoter in connection with this Award (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each Entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them and any medium and in any manner it sees fit.

**9. Promotion:** All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.