



2022 Nib People's Choice Prize Public Voting Competition Conditions of Entry

1. Definitions

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

Campaign: This process by which entrants vote to nominate their preferred 2022 Mark and Evette Moran Nib Literary Award finalist to win the 2022 Nib People's Choice Prize. By casting a vote, entrants enter a draw to win a Nib Award Prize Pack.

Prize: A Nib Award Prize pack (approximately \$280 value) includes one copy of each of the six 2022 Nib Award shortlisted books and a \$100 gift voucher from Nib Award community partners Gertrude & Alice Bookstore Café.

Entrant: A person who has submitted a valid vote/entry in accordance with these conditions of entry.

2. Entry method: To enter the 2022 Nib People's Choice Public Voting Competition, entrants must visit haveyoursay.waverley.com.au during the campaign period, complete the online voting form and provide all the mandatory details, including choosing their preferred Nib Award finalist to win the 2022 Nib People's Choice Prize from the established shortlist. Only one valid vote will be submitted into the draw per entrant. If for any reason, an entrant fails to comply with any part of these conditions of entry, the promoter reserves the right to discard that entrant's entry as invalid. The promoter's decision is final, and no correspondence will be exchanged.

3. Restrictions: Subject to the restrictions in this clause, anyone who has agreed to comply with these Conditions of Entry may enter. All directly employed staff of the promoter (Waverley Council) including Councillors, officers, management, employees and immediate families are ineligible to enter.

4. Award period: The competition commences on 27 September 2022 at 7.30pm and closes on Tuesday 24 October 2022 at 11.59pm.

5. Prize draw: One entrant will be drawn at random at 2pm on Tuesday 31 October 2022 at Waverley Library, 32 – 48 Denison St Bondi Junction, NSW, 2022. If for any reason, an entrant fails to comply with any part of these conditions of entry, or the first entrant drawn 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.

6. Receipt of prize: Receipt of prize pack will be arranged through Waverley Council in consultation with the successful entrant, to be known as 'the winner'. The winner's name and suburb may be published on waverley.nsw.gov.au and on the promoter's social media platforms. 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, technical 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. Online entries 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 Voting Competition winner accepts the prize at their 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 Prizes, 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