

## **TERMS AND CONDITIONS OF ENTRY - BETHANY SUPERHERO AWARDS**

Bethany Superhero Awards is an initiative of Bethany Community Support Incorporated (**Bethany**).

By participating in the Bethany Superhero Awards, you agree, and accept on behalf of the nominee, the Terms and Conditions as set out below. These Terms and Conditions are to be brought to the attention of the nominee upon being made aware of their nomination, and the nominee must accept these Terms and Conditions to remain eligible for the Bethany Superhero Awards:

### **1. AWARDS**

- 1.1. Through the Bethany Superhero Awards, we plan to unearth Victoria's unsung heroes with the following aims:
  - 1.1.1. to educate children on the importance of respectful, caring relationships and how to identify positive role models in their lives;
  - 1.1.2. to celebrate positive role models for children and acknowledging people whose everyday actions enrich the lives of children and empower them to be their best; and
- 1.2. Primary school-aged children in Greater Geelong and Warrnambool between the ages of 4-13 years are invited to draw a picture, write a story or poem (of approximately 150 words) or provide a video (of approximately 90 seconds) that details who they are nominating and why that person deserves to be recognised as a Superhero.
- 1.3. Children can nominate in two categories:
  - 1.3.1. Family & Friends; and
  - 1.3.2. Teachers, Coaches & Community.
- 1.4. There is no limit on the amount of entries children can submit.
- 1.5. Unless agreed otherwise by Bethany, nominations will be open from Monday 17 August to Friday 18 September 2020, and may be submitted by post, email and online to the following:
  - 1.5.1. Post: PO Box 324, North Geelong, VIC
  - 1.5.2. Email: [events@bethany.org.au](mailto:events@bethany.org.au)
  - 1.5.3. Online: [www.bethany.org.au](http://www.bethany.org.au)
- 1.6. Bethany reserves the right to deem a nomination ineligible for the Bethany Superhero Awards due to an actual or perceived conflict of interest. This includes but is not limited to a nomination for a Bethany staff member or a member of the Bethany Superhero Awards judging panel.

### **2. ELIGIBILITY REQUIREMENTS**

- 2.1. Nominations are made by an individual on behalf of another individual.
- 2.2. All nominations for the Bethany Superhero Awards must include consent of a parent or guardian.
- 2.3. To be eligible for the Bethany Superhero Awards, nominees must be able to attend the Bethany Superhero Awards event specified in clause 6.

### **3. PERSONAL INFORMATION**

- 3.1. You agree that your personal information and the personal information of your nominee will be collected by Bethany for the purpose of administering and judging the Bethany Superhero Awards. Bethany is subject to and complies with the Privacy Act 1998. Bethany's Privacy Statement is available at <https://www.bethany.org.au/privacy-statement/>.
- 3.2. Bethany will hold and use all personal information submitted for the purposes of processing each nomination and administering the Bethany Superhero Awards. You agree that Bethany may provide media organisations with your and/or your nominee's personal information (including your and/or your nominee's name and image) and material contained within the nomination in connection with the Bethany Superhero Awards, both now and in future years, including in print and online format, such as the award web site and all social media channels.
- 3.3. You agree that your name and image, and that of your nominee, may be used in connection with Bethany to report on and promote the Bethany Superhero Awards, including if your nominee is a finalist, in the Bethany Superhero Awards ceremony, award program booklet, associated award promotion and marketing as required, awards web site and social media channels.
- 3.4. Personal contact details of you or your nominee will not be published or passed on to third parties that are not affiliated with the Bethany Superhero Awards.
- 3.5. All nomination information and material submitted remains the property of Bethany and will not be returned unless previously arranged.

### **4. PUBLICITY & PROMOTION**

- 4.1. Bethany may require the Bethany Superhero Awards recipients and/or nominees to take part in publicity events in connection with the Bethany Superhero Awards ceremony.
- 4.2. The name, likeness, and image of each award recipient and nominees, as well as any photos, materials and statements supporting any nomination (except for personal contact information) may be copied, reproduced, or otherwise used in all online and print advertising including social media channels and press releases related to the Awards, as part of the Bethany Superhero Awards ceremony itself and also in relation to Bethany Superhero Awards in any future year (for example in the course of profiling past winners and nominees).

### **5. INTELLECTUAL PROPERTY**

- 5.1. You acknowledge and agree that the material contained in the nomination form is not of a confidential nature.
- 5.2. You agree that Bethany has a perpetual, royalty free, non-exclusive license to edit, amend, copy, reproduce, use, publish and communicate to the public, in full part, the material contained in the nomination in accordance with these conditions.
- 5.3. You agree that Bethany's use of material contained in the nomination in accordance with these conditions will not give rise to any infringement or unauthorised use of any kind of third party intellectual property rights.
- 5.4. You acknowledge that you will not make any claim against Bethany arising from the exercise of this license granted to Bethany including claims in relation to moral rights that you may otherwise have, and to indemnify Bethany against all costs and claims by any third parties arising from a breach of these warranties.

**6. AWARD RECIPIENTS**

The recipients of the Bethany Superhero Awards will be recognised at the Humans in Geelong annual expo on Sunday 11 October 2020 (physical or virtual).

**7. COSTS**

7.1. You and your nominee are entirely responsible for other costs associated with attendance at the Bethany Superhero Awards ceremony.

**8. VARIATION**

Bethany reserves the right to amend or alter these Terms and Conditions without prior notice including in respect of the criteria for any award, the withdrawal of any award, the inclusion of any further award and/or any title or prizes offered in relation to any award, where Bethany believes such action is in the best interest of Bethany and/or the Bethany Superhero Awards, and no liability shall attach to Bethany as a result of such.

**9. RIGHT OF CANCELLATION**

At its sole discretion Bethany, reserves the right to postpone or cancel the Bethany Superhero Awards, and no liability shall attach to Bethany as a result of such.