

“The Newcastle Herald short story competition”

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Hunter residents aged 18 years or older.
3. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on 1st December 2023 and closes 11:59pm AEST on 23rd December 2023 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, submit their story between 900 & 1000 words along with a cover sheet listing the author's name, address, email address and phone contacts. This will all need to be emailed to storyprize@austcommunitymedia.com.au
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Entries are limited to one story per person.
8. By submitting an entry, the author warrants the story is original and has not been published elsewhere and that they own the copyright.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. Judges for this year's competition include Miles Franklin shortlisted author and Prime Minister's Literary Award for Fiction winner Dr Ryan O'Neill, Kathy Sloss from Beaumont Street's Maclean's Booksellers, Hunter Writers Centre director Katherine McLean, Australian Community Media head of publishing Chad Watson and Newcastle Herald editor Lisa Allan. Judging will take place between 24th December 2023 to 26th December 2023.

11. Short-listed stories in the competition will run in the paper between 26th December 2023 and 26th January 2024. The stories will also be published and collated at www.newcastleherald.com.au.
12. An overall winner, a highly commended entrant and the people's choice winner will be announced on Saturday, 27th January 2024.
13. The judges' decision on winners is final, and no correspondence will be entered into.
14. The winner will receive a \$200 voucher at Hamilton's MacLean's Booksellers and one (1) guest pass to the 2024 Newcastle Writers Festival.

The highly commended entrant will receive a \$100 MacLean's voucher and one (1) ticket to the 2024 Newcastle Writers Festival Opening Night.

The people's choice winner will get a \$50 voucher to spend at the Beaumont Street bookshop and one (1) ticket to the 2024 Writers Festival Opening Night.

All three winners will also receive a \$100 voucher courtesy of Domayne @ Harvey Norman Kotara.
15. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to the directions of any regulatory authority.
17. Total prize pool value is up to \$350 vouchers for MacLean's Booksellers, Hamilton and \$300 value in vouchers for Domayne @ Harvey Norman Kotara. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Entrants consent to the Promoter using their name, likeness, image, voice and or writing in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the

promotion, as appropriate, subject to the directions of any regulatory authority.

20. Any cost associated with submitting their entry is the entrant's responsibility.
21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by a winner or entrant; or
 - (f) use of the prize.
23. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will otherwise collect, hold, use and disclose PI as set out in its Privacy Policy, which can be viewed at <https://www.acmadcentre.com.au/privacy/>. All entries become the property of the Promoter.
24. The Promoter is Rural Press Pty Ltd, ABN 47 000 010 382, 159 Bells Line of Rd, North Richmond, NSW, 2754.
25. Authorised under NSW Authority Number TP/00287