

Barra Cash Dash Competition 2024

Whitsunday Holiday Parks - Lake Proserpine Terms and Conditions

By participating in the *Barra Cash Dash* 'the Competition', that is deemed acceptance of these Terms and Condition

1. The Competition

- 1.1 The Competition is conducted and administered by the Whitsunday Regional Council ABN 63 291 580 128 'the Council'.
- 1.2 The Council has requested the assistance of its Whitsunday Holiday Park Lake Proserpine Caretakers 'the Caretakers' to assist in the Competition, whom are contractors as appointed by the Council.
- 1.3 GFB Fisheries ABN 45 100 893 178 trading as Coral Coast Barramundi have donated the fish and tagged them accordingly.

2. General

- 2.1 If there is any inconsistency between these Terms and anything else that refers to this Competition, these Terms will prevail.
- 2.2 The Council reserves the right to vary these Terms, or suspend, terminate or cancel the Competition at any time and in its sole and absolute discretion. Tagged fish caught:
 - a) after termination or cancellation; or
 - b) during a suspension period,of the Competition are not eligible for a cash prize.
- 2.3 Following any variation of these Terms, the Council may re-upload the updated Terms to its website. All entrants are required to check the website regularly and accordingly, once updated Terms are uploaded to the Council's website, all entrants are required to comply with the altered Terms.
- 2.4 All decisions made by the Council throughout the Competition are final and binding and no correspondence will be entered into.
- 2.5 By entering the Competition, entrants agree to follow any conditions of entry, set by the Council. Each entrant is responsible for ensuring that they are aware of and comply with all conditions of entry related to the Competition.

3. Details of the Competition

- 3.1 1 x Golden Barramundi and 2 x Platinum Barramundi have been released and tagged within Lake Proserpine (Peter Faust Dam), located at 66 Station Street, Proserpine.
- 3.2 Each fish has been professionally tagged with a tag that is blue in colour and will include a unique code and the telephone number 07 4945 0435 'the WRC Fish Tag'.
- 3.3 The Competition is a game of skill and all entrants must comply with the relevant local and state legislation/requirements including:
 - a) using legal fishing apparatus/es and noting the specific requirements in clause 3.6 of these Terms;
 - b) respecting all closed waters and restricted access areas in and around the impoundments;
 - c) not accessing private property without permission from the land owner;

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- d) using best fishing practices and ensuring animal welfare is a primary consideration; and e. any relevant requirements contained in the *Fisheries Act 1994* (Qld).
- 3.4 The Competition will open from 07 October 2024, when the fish are released and will end once either of the following have occurred:
- all fish are caught and Cash Prizes claimed; or
 - a date as determined by the Council 'the Competition Period.
- 3.5 The Competition will be undertaken during the Competition Period only. However, the Council may elect to extend or cancel the Competition Period at any time, and without providing notice to entrants.
- 3.6 To compete in the Competition and be in the running for a prize, the entrant must:
- conduct line fishing; and
 - may use a landing net in combination with line fishing, in order to catch a tagged fish.
- 4. Who can enter and how to enter**
- 4.1 Entry to the Competition is open to any Australian resident who are:
- aged 18 or over and holds a valid Stocked Impoundment Permit Scheme (SIPS) permit (SIPs can be applied for at <https://www.daf.qld.gov.au/rsa/sips-dams-and-weirs/profile?dam=peter-faust-dam> or by seeing the Caretaker's at their onsite Kiosk) ; or
 - aged under 18, if they have the permission of their parent or guardian to participate in the Competition. Entrants aged under 18 do not require a SIPS permit.
- 4.2 Although there is no formal registration process, in addition to the requirements set out above in clause 4.1, to enter the Competition and be eligible to win a prize an entrant must:
- capture a fish in accordance with clause 3.6; and
 - not clean, gut or scale the fish prior to taking photographs and must leave the WRC Fish Tag in place when taking the photographs; and
 - take a photo of themselves with the fish; and
 - take a number of photos clearly showing the WRC Fish Tag attached to the fish and a close up photo of the WRC Fish Tag to verify the tag number; and
 - take a photo of the fish against a ruler to clearly display its length and ensure the WRC Fish Tag is visible on the fish; and
 - report the recaptured WRC Fish Tag by calling the Caretaker's on 07 4945 0435 as soon as practically possible; and
 - remove the WRC Fish Tag and hand it in to the Caretaker's kiosk located at Lake Proserpine, for final verification; and
 - after taking the necessary verification photos and removing the WRC Fish Tag, the fish may be released or kept.
- 4.3 Entry to the Competition occurs at the date and time the entrant phones the Caretaker's to advise they have caught a fish with a WRC Fish Tag. Entry is subject to the Council, the Caretakers and Coral Coast Barramundi being satisfied (in their absolute discretion) that the entrant has complied with these Terms and provided any supporting documentation requested.

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- 4.4 When contacting the Caretakers on 07 4945 0435, the Caretaker's will request the following information over the phone and/or to be sent to via email:
- name of the entrant;
 - date of birth of the entrant;
 - residential address of the entrant;
 - email address of the entrant;
 - WRC Fish Tag number;
 - species of fish that was recaptured;
 - date the entrant recaptured the fish;
 - length of the recaptured fish;
 - location (as accurate as possible) of the fish recapture;
 - name of the entrant who recaptured the fish;
 - whether the entrant holds a valid SIPS permit;
 - phone number of the entrant, and
 - photographs as set out in clause 4.2 above.
- 4.5 The Caretakers will direct entrants to email the above information to lakeproserpinehp@wrc.qld.gov.au and to deliver the WRC Fish Tag to their onsite kiosk. Incomplete, inaccurate, erroneous, ineligible or incomprehensible emails will invalidate the entrant's entry.
- 4.6 The Council and the Caretakers do not accept any responsibility for late, lost or misdirected emails including whether caused by problems with:
- communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
 - any theft, destruction or unauthorised access to, or alteration of such communications/services; or
 - any problem with, or technical malfunction of, any computer system or other equipment used in relation to the Competition.
- 4.7 Entrants must phone the Caretakers each time they catch a fish with a WRC Fish Tag, and follow the process outlined in clause 4.2 above, to record their entry into the Competition. Multiple prizes can be awarded to one entrant, however separate entries will be required.
- 4.8 The following people are ineligible to enter the Competition:
- employees and contractors of the Council and their immediate families; and
 - any person involved in capturing the fish, the tag and release process or in planning the Competition; and
 - any person who may be considered to have an advantage in the Competition as a result of clause 4.8(a), (b) or (c).
- 4.9 The Caretakers may deem any WRC Fish Tag Email invalid, in their sole and absolute discretion, and will inform the Council.

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- 4.10 The Council and/or the Caretakers reserve the right to require a SIPS permit, proof of age, residency, or any other eligibility criteria the Council or the Caretakers considers relevant, before an entrant can be awarded a prize.
- 4.11 No payment is required to enter the Competition, however any costs incurred in association with or as a result of participating in the Competition must be borne by the entrant.

5. The Prize

- 5.1 The prizes will be cash prizes, awarded as follows:
- Golden Barramundi - \$20,000
 - Platinum Barramundi - \$7,500 each
- 5.2 It is the entrant's responsibility to ensure that they phone the Caretakers as soon as practicable after catching a fish with the WRC Fish Tag. Neither the Council nor the Caretakers are responsible for any loss suffered (including receiving a reduced prize) by an entrant who does not contact the Caretakers as soon as practical upon capture.
- 5.3 Entrants may be eligible to win multiple prizes in the Competition, however they must follow/repeat the entry process set out in clause 4.2, for each fish captured with a WRC Fish Tag.
- 5.4 The entrant accepts any decision made by the Council and/or the Caretakers regarding a prize, and the decision is final and not negotiable.
- 5.5 Upon determining a winner, the Council will notify the winner and they will be required, to do the following media activities:
- A post-catch on camera interview and photos at Lake Proserpine with Council's Communications and Marketing Team;
 - Presentation of winners cheque by the Mayor at a time/location to be agreed upon by both parties and include local media outlets; and
 - Conduct interviews with local newspapers, radio stations and television as requested.
- 5.6 The Council may, at their discretion, undertake an investigation at any time, into the validity of information provided by the entrant in relation to the entry.
- 5.7 The prize cannot be transferred or exchanged. If for any reason the winner:
- does not accept, take the cheque or deposit the cheque, at a bank within 2 months from the date of the cheque
 - is ineligible to receive the prize or to participate in the Competition and a cheque has already been issued to the entrant
 - has not complied with these Terms and a cheque has already been issued to the entrant, or
 - has not complied with any obligation or condition required by the Council to accept the prize and a cheque has already been issued to the entrant, then the cheque/prize will be automatically forfeited by the winner, the cheque cancelled by the Council and the Council reserves the right to select an alternate winner or no winner.
- 5.8 If the Council and/or the Caretakers determine at their discretion, that the fish:
- has been caught using a method other than those listed in clause 3.6, and a cheque has not already been issued to the entrant, the entrant will be disqualified from receiving a prize for that fish, and

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- b) displayed in the photograph uploaded by the entrant is not the original fish tagged with a WRC Fish Tag, and a cheque has not already been issued to the entrant, the entrant will be disqualified from receiving any prize for that fish.

5.9 The Council reserves the right, in its sole and absolute discretion, to disqualify any entrant, or vary, suspend or terminate the Competition at any time without liability to any entrant or other person. The Council will not award any prize if this Competition is terminated.

5.10 Once the Competition has ended, no further prizes will be awarded. This is the case even if an entrant catches or presents a tagged fish outside of the Competition Period.

6. Intellectual Property and Licensing

6.1 Intellectual property rights in the WRC Fish Tag Email, including any photographs of the entrant/taken by the entrant will remain the property of the entrant (or where the work is owned by a third party, that third party).

6.2 The entrant grants (or will procure for the Council from a third party) to the Council, a nonexclusive, royalty free, world-wide licence (including the right to sub-licence) to use, adapt, reproduce, publish and exploit such intellectual property, for any purpose of the Council.

6.3 By entering this Competition, all entrants:

- a) agree not to assert any moral rights in respect of the information contained in their WRC Fish Tag Email, including any photos taken of the entrant, any personal information provided by the entrant to the Council and the publicity materials (wherever and whenever such rights are recognised) against the Council, its assignees, licensees and successors in title; and
- b) warrant to the Council that any information and photographs provided by the entrant, in their WRC Fish Tag Email are not in breach of any third party intellectual property rights.

7. No Liability

7.1 Each entrant acknowledges and accepts that: a. there are inherent risks in participating in the Competition; and b. participation may involve potentially dangerous activities and risk to personal property, safety and may cause death.

7.2 The Council is not responsible for:

- a) any incorrect or inaccurate information, either caused by the entrant or any of the equipment or software associated with, or utilised in this Competition, or
- b) for any technical error, or combination thereof that may occur in the course of the administration of this Competition, including any omission, interruption, deletion, defect, congestion, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft, or destruction or unauthorised access to, or alteration of entries.

7.3 If for any reason, this Competition is interfered with in any way or is not capable of running as planned, including due to infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Council which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Council reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Competition.

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- 7.4 Except for any liability that cannot be excluded by law, the Council (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, in connection with the Competition, including but not limited to the following:
- a) any technical difficulties or equipment malfunction, whether or not under the Council's control, including attempting to phone the Caretakers where there is no phone carrier service;
 - b) the Council and/or the Caretakers determining an entrant is not eligible for a prize;
 - c) any damage to personal property, whether minor or significant;
 - d) any theft, unauthorised access or third party interference;
 - e) any entry, submission or acceptance that is late, lost, altered, damaged or misdirected due to any reason, whether in the control of the Council or not;
 - f) any delay, cancellation, suspension or termination or variation of the Competition;
 - g) any prizes which are lost, misdirected for any reason, not received by the winner, whether or not posted by the Council;
 - h) any variation in prize or prize value to that stated in these Terms;
 - i) any tax liability incurred by the winner;
 - j) the publication of any material relating to the Competition; and/or
 - k) participation in the Competition.
- 7.5 In the event that liability cannot be excluded under these Terms, the Council's liability is limited to \$100(AUD).
- 7.6 Entrants must only participate in the Competition in a manner that does not infringe the rights of others or restrict or inhibit the participation of others in the Competition. This includes refraining from conduct which:
- a) is unlawful;
 - b) may harass or cause distress or inconvenience to any person;
 - c) involves the transmission of obscene or offensive content; or
 - d) brings the Council or the Competition into disrepute.
- 7.7 An entrant must not post or transmit any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene any law.
- 7.8 An entrant must not post or transmit any unlawful, defamatory, obscene, offensive or scandalous material, or any material that constitutes or encourages conduct that would contravene any law.
- 8. Privacy**
- 8.1 Personal information collected in relation to the Competition will be handled in accordance with the *Information Privacy Act 2009 (Qld)* and these Terms.
- 8.2 By entering the Competition, entrants provide consent for Council and/or the Caretakers to collect, use and disclose (including sharing between each other), the entrant's personal information to:
- a) confirm the entrant's eligibility to enter the Competition;
 - b) determine whether the entrant can win a prize in the Competition;

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- c) make payment to a winning entrant; and
 - d) promote the Competition and/or any similar future competitions.
- 8.3 The entrant's personal information will be collected, used, published and disclosed for the administration and promotion of the Competition (including the promotion of similar competitions in future) and its associated activities, and for any other purpose expressly permitted under these Terms, and as authorised or required by law. The types of personal information the Council and/or the Caretakers may collect and share amongst each other, includes the entrant's name, date of birth, residential address, email address, photographs, phone number and SIPS permit number.
- 8.4 Entrants and prize winners agree that the Council and/or Caretakers may obtain and use the content from the WRC Fish Tag Email, including photographs (including photographs taken by the Council and/or Caretakers) for promotional purposes and agree to their name and photographs being shared on the Council's website, social media and any other online or print publications, that the Council may choose, so long as it is connected with the Competition or a similar competition being run in future.
- 8.5 All entrants acknowledge that the Council and/or Caretakers are subject to the terms and conditions of the social media providers which may allow unrestricted use and modification, including use and storage of information outside Australia. The Council and/or Caretakers gives no warranties that it can control how the entrant's information is subsequently used, stored or modified by third parties and the entrant consents to the terms and conditions of those third-party websites when submitting personal information. The Council and/or Caretakers is not responsible and has no liability to the entrant for the content, security and privacy practices of these websites.
- 8.6 The entrant's personal information may be disclosed to third parties such as the Council and/or Caretakers employees, contractors and advisors, ambulance/police officers or other emergency services personnel (if required to assist the entrant) and associated service providers, and external members of any judging panel of the Competition for the purposes of or relating to the Competition.
- 8.7 As a condition of entry, the entrant consents (and if the entrant is under 18, their parent or guardian consents) to their personal information being collected, used, published or disclosed by the Council and/or Caretakers for the purposes stated in these Terms.

9. General

- 9.1 The Competition is conducted in Queensland, and is subject to the laws of Queensland, and the exclusive jurisdiction of the courts of Queensland.
- 9.2 If the Competition or an entrant or winner's participation in the Competition is terminated, clauses 2, 3.3, 5.7, 6, 7, 8 and 9 survive that termination.
- 9.3 These Terms form the entire agreement and understanding between the Council and the entrant for the Competition