

# **NIB** mark & evette moran **LITERARY AWARD**

## **2020 Nib People's Choice Prize and Public Voting Campaign Condition of Entry**

### **1. Definitions**

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

**Campaign:** This process by which entrants vote to select the People's Choice Prize winner from shortlisted authors in the 2020 Mark and Evette Moran Nib Literary Award.

**Prize categories:** There are two prizes

- a) For the author receiving the most votes in this campaign and
- b) For an entrant, drawn at random from all valid votes submitted.

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

### **2. Entry Method**

To enter the 2020 Nib People's Choice Public Voting Campaign, entrants must either:

- i. Visit [haveyoursay.waverley.com.au](http://haveyoursay.waverley.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 and Gertrude & Alice Bookstore and Café.

Only one valid vote will be submitted into the draw per entrant. One entrant will be selected at random, while the 2020 Nib People's Choice Prize winner will be the shortlisted author who receives the greatest number of valid votes, as received by the promoter throughout the competition period.

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.

**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 1 September 2020 at 12.00pm and closes on Thursday 1 October 2020 at 11.59pm.

**5 Prize draw.** The winner will be drawn at 2pm on Monday 19 October 2020 at Waverley Library, 32 – 48 Denison St Bondi Junction, NSW, 2022. The winner will also be advertised on [www.waverley.nsw.gov.au](http://www.waverley.nsw.gov.au) by Friday 23 October 2020. The author who receives the most votes will be deemed the 2020 Nib People's Choice Prize winner and be announced on Thursday 12 November 2020 at the Nib Presentation event to be streamed online.

**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 Gertrude and Alice Book Store Café and a set of the 2020 Mark & Evette Moran Nib Literary Award Shortlisted books. Receipt of prizes will be arranged through Waverley Council in consultation with the winners. The winners names and suburbs may be published on [waverley.nsw.gov.au](http://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 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.