

## **Terms and conditions**

### **1. General**

- 1.1. All decisions and actions of Council relating to which videos to show are exercised at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
- 1.2. Council accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entries or, for any technical malfunction of any communications network, either belonging to Council or a third party.
- 1.3. There are no charges to enter the *Creative Cute Cat Comp*. Any costs arising directly or indirectly with entering the Program are the Entrant's responsibility.
- 1.4. Council reserves the right, at their discretion to:
  - 1.4.1. adjudicate on the eligibility of applicants;
  - 1.4.2. disqualify any participant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third party's intellectual property rights; and
  - 1.4.3. modify, suspend, terminate or cancel the Program, as appropriate.

### **2. Intellectual Property**

- 2.1. Entrants retain the intellectual property rights of all material submitted. However, Council reserves the right to retain, display in exhibitions, publish, catalogue, sell copies and publish thumbnails of all entries on Council's website and other internet platforms.
- 2.2. By entering the Program, the Entrant authorises and confirms that permission has been obtained from authorised persons (including but not limited to copyright, trade mark, patent and/or design owners and individuals depicted in any photographs or images) to publish the entries on Council's website, or use the material in marketing, in print and/or electronically.
- 2.3. By entering the Program, the Entrant indemnifies the Council against all and any actions, claims or damages, arising from unauthorised use of the photographs or video, or any element of the submitted film (including but not limited to infringement of intellectual property rights) that may be taken against Council by authorised persons.
- 2.4. By entering the Program, the Entrant authorises Council to edit, as necessary the film for the purposes of the Program, whether in length, format or content.
- 2.5. By entering the Program, the Entrant agrees that their submission fits the classification of either G (General audience) rating, or PG (Parental Guidance) rating as defined by the Classification Office - <https://www.classification.gov.au/classification-ratings/what-do-ratings-mean>