

Terms and Conditions

The White Bay Power Station Creative Communities Competition encourages school students across the Inner West and local surrounds to create artworks and stories inspired by the Power Station. Each student and/or school must complete the entry form at <https://planning.nsw.gov.au/wbps> to enter the competition for a chance to have their work on display at the Power Up Festival from Friday 20 to Sunday 22 September 2024 and win exciting prizes.

You agree and acknowledge that:

A. You have read and will comply with these Terms & Conditions (“T&C”) for the White Bay Power Station Creative Communities Competition (“Competition”); regardless of the manner in which you apply for or use any services or features described in these T&C, including any platform, website, subdomain of the website, an app or mobile site managed by us or our behalf by a third party.

B. Entry by you into this Competition is deemed to be an acceptance of these T&C.

1. Promotional Period for the Competition

Start Date: Friday 28 June, 2024, 9AM

End Date: Sunday 25 August, 2024, 11.59PM

(“Promotional Period”)

2. Eligible entrants for the Competition

A. Entry is open to customers aged 4+ except PLACE MANAGEMENT NSW employees and their immediate families, and agencies associated with this promotion. “Immediate family member” means any of the following: spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent.

B. Entrants under the age of 18 must have a parent or legal guardian’s approval to enter.

3. How to enter the Competition

A. To enter the Competition and submit a valid entry, during the Promotional Period you must:

1. Create an artwork, song or any other piece of music, creative writing, film (or other media) to tell your story of what inspires you about White Bay Power Station. It can respond to any of the following themes or the building can be a starting point for an idea we haven’t imagined.

1.1. Choose one of these ideas to inspire your creation:

- Wangal Country
- Industry & Heritage
- Energy
- Water
- Fun & Play
- Ecology
- Future

2. Submit your work by completing the form at <https://planning.nsw.gov.au/wbps>

B. Only one (1) eligible entry per person will be accepted during the Promotional Period. By entering the Competition, you will receive one (1) entry as an entrant (“Entrant”).

4. Criteria of Entry

A. To submit a valid entry, your entry must have the following:

- A. Respond to the prompt in section 3A.1 of these T&Cs.
- B. Be submitted within the promotional period.
- C. Be uploaded to the form at <https://planning.nsw.gov.au/wbps>

5. The Prize

A. There will be a prize for winning the Competition (“Prize”) in each category.

Prize categories include:

Years K-2 categories:

- Best artwork
- Best song/music
- Best creative writing piece
- Best film/other media

Years 3-4 categories:

- Best artwork
- Best song/music
- Best creative writing piece
- Best film/other media

Years 5-6 categories:

- Best artwork
- Best song/music
- Best creative writing piece
- Best film/other media

Years 7-8 categories:

- Best artwork
- Best song/music
- Best creative writing piece
- Best film/other media

Years 9-10 categories:

- Best artwork
- Best song/music
- Best creative writing piece

- Best film/other media

Years 11-12 categories:

- Best artwork
- Best song/music
- Best creative writing piece
- Best film/other media

Each winner above will have their work exhibited at the Power Up Festival at White Bay Power Station, and be awarded a family pass to the Chinese Garden of Friendship in Darling Harbour.

There are also two Judge's Choice winners:

- Judge's Choice – Primary (any category)
- Judge's Choice – Secondary (any category)

These winners will also be exhibited at the Power Up Festival. They will also receive a double pass to the WILDLIFE Sydney Zoo and SEA LIFE Aquarium in Darling Harbour.

B. There will be 26 (26) prizes in total.

C. The total retail value of the prizes are as follows:

- \$1152 AUD (Chinese Garden of Friendship Passes)

Judge's Choice

- \$198 AUD (WILDLIFE Sydney Zoo and SEALIFE Aquarium Passes)

The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) at the date of publishing these T&C. PLACE MANAGEMENT NSW accepts no responsibility for any variation in the value of the Prize after publication of these T&C.

D. No part of the Prize is transferable or exchangeable and cannot be redeemable for cash. If a Prize is unavailable, PLACE MANAGEMENT NSW reserves the right to substitute the prize to one of equal or greater value.

6. Determining the Winner

A. Each Winner will be determined as follows:

i. The winner will be determined by a panel of judges nominated by PLACE MANAGEMENT NSW ('Representative').

ii. Each entry will be judged on the basis of the Entrant's creative merit.

iii. When determining a winner, the panel will take into consideration the following:

- Is it inspiring?
- Is it creative and engaging?
- Is the idea clear? Do we understand it?

iv. The best entries, as determined by the panel, will win the Prize.

v. The panel may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

vi. The winner will be determined by skill. Chance plays no part in determining the winner.

vii. The Panel decision is final, and binding and no correspondence will be entered into.

B. PLACE MANAGEMENT NSW reserves the right, to validate and check the authenticity of entries and the Entrant's details (including an Entrant's identity, age and place of residence). In the event that a Winner does not provide suitable proof as required by PLACE MANAGEMENT NSW within a reasonable time period after receiving such a request by PLACE MANAGEMENT NSW, the Winner forfeits the Prize in whole and no substitute will be offered.

C. PLACE MANAGEMENT NSW reserves the right to disqualify entries in the event of non-compliance with these T&C. If there is a dispute, PLACE MANAGEMENT NSW will resolve the dispute in direct consultation with the Entrant. If the dispute cannot be resolved, PLACE MANAGEMENT NSW's decision will be final.

7. Contacting the Winner

A. The Winners will be contacted via email by PLACE MANAGEMENT NSW ("Message") within five (5) business days the Panel selects a winner. The Winner must acknowledge and respond to the Message within 3 days (3) of receiving the Message. All reasonable attempts will be made to contact the Winner.

B. PLACE MANAGEMENT NSW will award the Prize to the Winner at the Power Up Festival award ceremony. If the Winner does not attend, the prize will be mailed to their address or emailed to their email address.

B. The Winner forfeits the Prize in the event: a. The Winner does not respond to the Message within one (1) week of receiving the Message;

b. PLACE MANAGEMENT NSW is unable to contact the Winner after all reasonable attempts have been made to contact them.; or

c. The Winner does not take or claim the Prize within a time specified by PLACE MANAGEMENT NSW in the Message.

C. In the event a Winner forfeits a Prize, PLACE MANAGEMENT NSW will not be obliged to substitute the Prize. PLACE MANAGEMENT NSW will hold the Prize for a total of four (4) weeks from the time the Representative selects a winner, and then a reserve entry will be deemed a Winner ("Reserve Winner") by PLACE MANAGEMENT NSW as follows: a. The Reserve Winner will be determined in accordance with the process for determining a Winner set out in this competition.

b. The Reserve Winner will be contacted via email within twenty-four (24) hours of when the Representative selects a Reserve Winner. The Reserve Winner must acknowledge and respond to the Message within one (1) week of receiving the Message. All reasonable attempts will be made to contact each Winner. The Reserve Winner forfeits the Prize in the event (and no further Reserve Winner will be selected by the representative): i. The Reserve Winner does not respond to the Message within one (1) week of receiving the Message;

ii. PLACE MANAGEMENT NSW is unable to contact the Winner after all reasonable attempts have been made to contact them; or

iii. The Winner does not take or claim the Prize within a time specified by PLACE MANAGEMENT NSW in the Message.

8. Privacy

A. PLACE MANAGEMENT NSW will collect and use your personal information in accordance with the PLACE MANAGEMENT NSW Privacy Policy located at <https://www.nsw.gov.au/nsw-government/privacy-statement> (“Privacy Policy”) to:

- a. Conduct the Competition;
- b. Contact Winners and Reserve Winners;
- c. Notifying Entrants of upcoming events promoted by PLACE MANAGEMENT NSW and future competitions;
- d. Sharing your personal information with third parties where necessary to facilitate distributing and supplying you with the prize, and in association with conducting the Competition; and

B. Except as disclosed in the PLACE MANAGEMENT NSW Privacy Policy, PLACE MANAGEMENT NSW won't provide your person information collected to third parties unless required by law.

C. There is no legal requirement for you to provide PLACE MANAGEMENT NSW with your personal information when you enter the Competition but failing to provide the personal information may mean you will not be able to participate in the Competition.

9. Further Conditions

A. All material submitted on entry (e.g. video(s); photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT:

- a. be in breach of any laws, regulations, and rights, including any laws regarding intellectual property, defamation, and privacy;
- b. be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication;
- c. The entrant warrants and represents that any material sent or provided will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
- d. PLACE MANAGEMENT NSW reserves the right to disqualify an entrant who they have reason to believe has breached the T&C or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this competition.
- e. By entering, all entrants license and grant PLACE MANAGEMENT NSW, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

E. PLACE MANAGEMENT NSW does not endorse, support, promote, guarantee or verify in any way the views, opinion or judgement of any Instagram/Facebook or any supplier used in association with the Competition or Prizes and you must exercise care and your own discretion when you use any associated supplier and the Prizes. PLACE MANAGEMENT NSW is not responsible to you or anyone else for loss suffered in connection with the use or availability of the Prize or Instagram/Facebook.

PLACE MANAGEMENT NSW excludes, to the maximum extent permitted by law, any loss which arises, or may arise as a result of the use of the Prize.

F. For more information about this competition please contact the promoter (PLACE MANAGEMENT NSW) at:

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