

## Haiku Competition 2013

### Terms and Conditions

This document sets out the terms of participation in ABC Radio National's Haiku Competition 2013 (the "**Competition**").

1. The promoter of this Competition is the Australian Broadcasting Corporation (the "**Promoter**") (ABN 524 292 78345), 700 Harris Street, Ultimo, New South Wales, Australia.
2. Entry to the Competition is open to all residents of Australia.
3. An entrant must be an individual and not a company or organisation. Employees of the Promoter and any person associated with the Competition, and any organisation or individual associated with the provision of the prize(s), are not eligible to enter.
4. Entrants must be 18 years or over.
5. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website (if any) form part of these Terms and Conditions.
6. Entry into the Competition is free.
7. The Competition opens at 13:00 AEST on Wednesday 24th April 2013 and closes at 17:00 AEST on Thursday 9th May 2013. ("**Competition Period**"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
8. To enter the Competition, you must:
  - a) Write a Haiku <http://en.wikipedia.org/wiki/Haiku> about food or flowers.
  - b) Submit your entry and your name, address, email and daytime contact number via the entry form at [www.abc.net.au/radionational](http://www.abc.net.au/radionational) ("**Website**")
9. You must not enter the Competition more than once.
10. All entries become the property of the Promoter and will not be returned to the entrants.
11. By submitting your entry to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in your entry, including without limitation, the right to reproduce and communicate your entry to the public in whole or in part, in perpetuity and throughout the world.
12. Your entry may be edited or adapted at any time by the Promoter in order to:
  - (i) meet the requirements of broadcasting authorities;

- (ii) adhere to any requirements of the ABC Editorial Policies (available at [www.abc.net.au/corp](http://www.abc.net.au/corp) );
  - (iii) ensure your entry meets any legal or classification requirements or to avoid any breach of law;
  - (iv) use your entry for promotional purposes; and/or
  - (v) use your entry on other ABC media platforms.
13. The eleven (11) entrants whose entries are judged by the Promoter's panel of judges to be the best, most original and creative will win the major prize ("**Major Prize Winners**"). Chance plays no part in determining the Major Prize Winners.
14. The eleven (11) Major Prize Winners will each receive a copy of either Flora: A Gardener's Bible (5) or Kitchen Table Memoirs (6).
15. The prizes are valued at:
- a. \$150 (including GST) - Flora: The Gardener's Bible.
  - b. \$30 (including GST) - Kitchen Table Memoirs.
16. The total prize pool is valued at \$930 (including GST).
17. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.
- The Major Prize Winners are responsible for all costs associated with using the prize including all travel and accommodation costs.
18. The Major Prize Winners must be available to redeem the prize on the dates stipulated by the Promoter. If a Major Prize Winner is not able to redeem the prize on that date, the Promoter may determine another Major Prize Winner in its discretion.
19. The promoter shall not be responsible for any additional costs associated with use of the prize. The prize winner is responsible for all costs associated with using the prize including (if applicable) travel and/or transfer costs, expenses with respect to food and beverages, travel and medical insurance costs and spending money.
20. Prize winners must comply with any third party terms and conditions relevant to the prize e.g. in relation to any airfares, accommodation, and/or tickets as applicable.
21. No component of the prize can be transferred or redeemed for cash. In the event that any of the prizes become unavailable, the Promoter reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.
22. Unless advertised differently, the prize winners will be notified by phone, email and/or mail at the end of the competition period.
23. Any attempt to interfere with the normal functioning of the promoter's website or to otherwise undermine the legitimate operation of this competition is prohibited and will render all entries submitted by that entrant invalid.

24. You warrant that:

- (i) all details provided with your entry are true and accurate;
- (ii) you have all necessary rights and licences to grant the rights set out in these Terms and Conditions;
- (iii) your entry is your original work and has not been previously communicated to the public;
- (iv) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties;
- (v) your entry does not breach any law;

and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

25. You acknowledge that the promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the promoter (in accordance with these Terms and Conditions) is at the complete discretion of the promoter.

26. You agree that the promoter may use your personal details provided to the promoter for the purpose of conducting the competition. The promoter may disclose your personal information to its contractors, agents, any co-promoter and to State and Territory gaming departments, to assist in conducting this competition. Prize winners' names may be published as set out in these Terms and Conditions. The promoter may also use your personal information for any promotional, marketing and publicity purposes of the promoter, subject to the ABC's Privacy Policy available at <http://www.abc.net.au/privacy.htm>.

27. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prize/s to the prize winner/s of the Competition, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

28. The promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of this competition. The promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

29. To the full extent permitted by the law, the Promoter will not be liable for any death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit and a Major Prize Winner's failure to comply with the Terms and Conditions (if any) specified by any third party.