



TERMS & CONDITIONS

Introduction

1. The Tropical North Queensland Innovation Awards 2018 (TNQIA 2018) are conducted by Cairns Regional Council ABN 24 310 025 910, of 119-145 Spence Street, Cairns.
2. In these terms and conditions of entry (Terms), unless otherwise stated, a reference to "you" or "your" includes you in your personal capacity as an entrant in the TNQIA 2018. "We", "us" and "our" refers to Cairns Regional Council as promoter of the TNQIA 2018.
3. Information regarding how to participate in the TNQIA 2018, information on the entry form and information regarding redemption of any prizes forms part of these Terms and Conditions. To the extent that any of the information is inconsistent with these Terms and Conditions, these Terms and Conditions prevail.
4. Entry into this Promotion is deemed acceptance of these Terms and Conditions. By submitting an entry into this Promotion, you warrant that you have read, understand and agree to be bound by these Terms and Conditions.
5. The Awards comprise of the following categories (Award Categories): Proven Innovation Award, Pipeline Innovation Award, Eco Innovation Award, Indigenous Innovation Award, Social Innovation Award, Young Entrepreneur's Award, People's Choice Award and Mayor's Inspire Award.
6. Cairns Regional Council may, in our sole discretion (without prior notice) add or vary these award categories from time to time.

Eligibility and Entry process

1. Entry is free.
2. The TNQIA 2018 is open to entries from businesses, government entities, educational institutes, incorporated entities, not-for-profit associations, individuals or other entities that have their principal place of business and/or head office in any of the 25 local government areas covered under the Far North Queensland Regional Area (ie, from Cassowary Coast to the Torres Strait, including Tablelands, Etheridge and Croyden council areas). A map showing the eligible geographic area is available on the TNQIA 2018 website at <http://www.innovatetnq.com.au>.
3. Major Award winners from the 2016 TNQIAs are ineligible to enter the same innovation into the same category as previously won. The names of some categories have been altered; corresponding category names are listed below for reference:

TNQIA 2016 category	TNQIA 2018 category
Best Proven Product Award	Proven Innovation Award
Best Proven Process Award	Proven Innovation Award
Best Pipeline Product Award	Pipeline Innovation Award
Best Pipeline Process Award	Pipeline Innovation Award

4. Judges and employees of Cairns Regional Council's Executive Management Team and Economic Development Team are not eligible to enter. Sponsors may enter the awards but may not enter any specific category that they are sponsoring.

5. If you are under the age of 18 years, your parent or guardian consents to you participating in the Awards and is responsible for ensuring that you are familiar with these Terms and Conditions at the time of participation and complies with them.
6. To enter, you must:
 - a. Comply with these Terms and Conditions;
 - b. Submit your TNQIA Entry Form, available for download at <http://www.innovatetnq.com.au>, and all required information by **5.00pm Friday 14 September 2018**.
 - c. Be available to attend the Awards events and any associated activities, as determined by us in our sole discretion. Note: entrants in the Indigenous Innovation Award category are required to ensure that a person of Aboriginal or Torres Strait Islander descent is available to attend the Awards events.
7. Entries in multiple categories will be accepted as long as a separate entry for each Award category is provided. However it is highly recommended that you enter a category where you can demonstrate a competitive edge.
8. Entry into the Specialty Award categories (Eco Innovation, Indigenous Innovation, Social Innovation, Young Entrepreneur's, People's Choice and Mayor's Inspire awards) is subject to entrants meeting the additional eligibility criteria as stated in the TNQIA 2018 Award Guidelines.
9. Once entries have been received, information cannot be changed or added although submissions may be withdrawn prior to announcement of winners.
10. No responsibility is taken for entries that are not lodged on time due to internet or other electronic failures outside the control of Cairns Regional Council.
11. By entering the competition, you confirm that the information provided in your application is true and correct. You further confirm that:
 - a. You are the owner of the invention/innovation that is the subject of the application.
 - b. The application is your original idea and has not been taken from the public domain. You may be asked to provide evidence if required that any designs cited are your original work and do not infringe existing intellectual property rights. Patent searches may be conducted on applications submitted.
 - c. You acknowledge and agree that it is solely your responsibility to seek the advice of an appropriately qualified person (e.g. a lawyer, patent attorney etc) regarding the protection of any intellectual property relevant to your application and invention/innovation, and that this application does not contain any information which you wish to remain confidential.
12. A finalist must have a representative present at the Awards event on 22 November 2018.
13. Award winners must be available to deliver a brief acceptance speech if requested.
14. Our decision in relation to all aspects of the promotion is final and no correspondence will be entered into.
15. We reserve the right to verify the validity of entries and to disqualify any entrant who tampers with the entry or who submits an entry that is not in accordance with these Terms and Conditions.
16. We reserve the right to conduct security verification checks at our absolute discretion. The prize winners may be required to sign a declaration confirming their eligibility to accept the prize.
17. All entries become the property of Cairns Regional Council. Entries and supporting materials will not be returned to entrants.
18. We reserve the right to declare your entry ineligible if, during the Period, in the sole and reasonable opinion of us or an Awards sponsor (Sponsor):
 - a. You are unable to represent or promote the Awards in a satisfactory manner;
 - b. You have not complied with these Terms and Conditions;
 - c. The entry form is incomplete;
 - d. Information provided by you is deficient, false, misleading, or provided unlawfully;
 - e. We determine that you or your business are/is involved in any conduct or activity in any way (including of a personal or business nature) that is illegal; is fraudulent; may harm us, our name or reputation; or breaches these Terms.

Judging and prizes

19. Entries will be assessed on the criteria for the applicable category as defined on the TNQIA 2018 website and in the application guidelines.
20. The judges may, at their discretion, re-categorise an entry if they believe an entrant would be more appropriately assessed in that category.
21. Judges have the right to either create additional categories or delete categories, depending on entries received.
22. An independent judging panel will judge all entries.
23. Judges are required to sign a confidentiality agreement and disclose any conflict of interest. In the event of an obvious conflict of interest between a judge and an entry, the entry will be assigned only to those judges without a conflict. Should a judge, in their opinion believe that a fair, impartial judging of an entry cannot result due to conditions or circumstances not immediately obvious, the judge shall excuse themselves from judging that entry.
24. Judges have the right to either accept or decline entries as finalists and this will be determined by an initial grading of entries.
25. Judges will allocate scores to each evaluation criteria.
26. There will only be one winner per category.
27. The judges' decision is final and no correspondence will be entered into.
28. Prizes, or any unused portion of a prize, are not transferable, redeemable or exchangeable for cash unless otherwise specified. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
29. If the prize winners are under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
30. In the event that a prize is not available, Cairns Regional Council reserves the right to substitute prizes, at its sole discretion, to the same and equal recommended retail value and/or specification.
31. Cairns Regional Council accepts no responsibility for lost, misplaced, destroyed or stolen prizes once collected by the winners.
32. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings or the use thereof. It is your responsibility to seek independent advice on the possible implications this may have on your own financial situation.

Liability and Information Privacy

33. By entering the competition, you release Cairns Regional Council, judges, Council employees, agents and contractors from all liability arising from or in connection with the conduct of these awards.
34. You acknowledge that Cairns Regional Council reserves the right to reject any entries that it does not believe meet the entry criteria as outlined in the TNQIA Guidelines.
35. Cairns Regional Council shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of taking any of the prizes, except for any liability which cannot be excluded by law. It is a condition of accepting a prize that winners may be required to sign a legal release, as determined by Cairns Regional Council in its absolute discretion.
36. By entering the competition, entrants are deemed to have accepted these Terms and Conditions and to have expressly consented to the use of their personal information for the purpose of the *Information Privacy Act (2009)*, *Spam Act (2003)* and other related privacy legislation. You acknowledge and agree that Cairns Regional Council may, for an indefinite period, unless otherwise advised by you, use such personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Personal information will only be used in accordance with the Cairns Regional Council privacy policy (available for viewing at ww.cairns.qld.gov.au).
37. Where you have provided us with information about another person, you must make them aware of the privacy matters outlined in these Terms and Conditions.

38. Council's Privacy Policy is deemed to be incorporated into these Terms and Conditions and by entering the Awards, you are taken to consent to this Privacy Policy.
39. You consent to Cairns Regional Council using their name, likeness, image and/or voice in the event you are a winner (incl. photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), and promoting any materials manufactured, distributed and/or supplied by us.
40. The laws of Queensland apply to this promotion to the exclusion of any other law. Eligible Representatives submit to the exclusive jurisdiction of the courts of Australia.