

2021 Arcare Card Art Competition

Terms and Conditions:

1. The organiser of the "Arcare Card Art Competition" is Arcare Pty Ltd ACN 005 259 631 as trustee for the ARC Unit Trust trading as Arcare Aged Care (A.B.N. 96 443 678 906) (ARCARE PTY LTD)
2. Information on prizes and how to enter Arcare Aged Care's "Arcare Card Art Competition" form part of these Terms and Conditions of Entry.
3. By entering the "Arcare Card Art Competition", entrants accept the stated Terms and Conditions of Entry.
4. This is an internal game of skill and creativity, and the competition is not being run for profit. Entry is free.
5. Entry to the "Arcare Card Art Competition" is open to Arcare Aged Care residents who fit the criteria below:
 1. Residents must be living permanently at an Arcare residence by 1 August 2021
 1. No respite residents eligible
6. To enter the "Arcare Card Art Competition", entrants submissions must be received by Arcare Aged Care by 5pm AEDT Friday 10 September 2021.
7. Prize winners of the "Arcare Card Art Competition" are selected by the specified competition judging date. Winners will be notified, and winners will be announced via Arcare Aged Care's website, SharePoint and social media channels.
8. The judges' decision is final and binding. As such, no correspondence will be entered into.
9. Judging for the finalists will be based on uniqueness, originality, technique, execution, and difficulty of skill.
10. The competition is a game of skill and as such, winning submissions are selected based on the skill, originality and creativity of submissions submitted. Submissions must be original and cannot be copies from colouring sheets/books or direct tracings that may be subject to copyright law.
11. If for any reason a winner does not take the prize or an element of the prize by December 2021 by Arcare Aged Care, then the prize or that element of the prize will be forfeited.
12. All prize winners agree to the use of their name, image and video usage rights of their submission for publicity and purposes related to the "Arcare Card Art Competition" competition, without compensation, including but not limited to

publication on the Arcare Aged Care website, social media pages and printed publications.

13. Arcare Aged Care shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the competition except for any liability which cannot be excluded by law.
14. Prizes are not transferable, and no exchanges are offered.
15. Arcare Aged Care, its associated agencies and companies associated with this competition are not responsible for prizes damaged or lost in transit and Arcare Aged Care will not be responsible for any delay in delivery, damage to or loss in transit of the prize and framed certificate as sent via mail.
16. Each entrant's personal information ("PI") is collected to enable Arcare Aged Care to administer and promote this Competition and the winner for marketing purposes.
17. Arcare Aged Care is not responsible for any error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, submissions.
18. The entrant shall retain all ownership rights in their submission. By submitting the submission, the entrant grants to the Organiser in perpetuity, a non-exclusive, royalty-free, irrevocable sublicensable and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the submission for any purpose in connection with (i) the "Arcare Card Art Competition", including, without limitation, advertising, marketing, promotion, and (ii) the business of Arcare Aged Care and its and/or its affiliated companies.
19. Arcare Aged Care reserves the right in its sole discretion to disqualify any individual who Arcare Aged Care has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. Arcare Aged Care's legal rights to recover damages or other compensation from such an offender are reserved.
20. In the case of the intervention of any outside agent or event which naturally changes the result, prevents or hinders its determination, including but not limited to vandalism, power failures, fire, tempests, natural disasters, pandemics, acts of God, civil unrest, strikes; Arcare Aged Care may in its absolute discretion cancel the event.
21. Submissions must not contain alcohol, nudity, drugs, coarse or offensive language, depict illicit themes or have content that would do reputable damage to Arcare Aged Care.

Selection process:

All submissions will go through a selection process which includes:

1. Arcare Aged Care's Marketing team vetting all submissions ensuring they meet with the Terms & Conditions.
 - a. Entrants will be checked against Arcare Aged Care's internal programs to ensure they meet the #4 criteria in our Terms & Conditions
2. A panel of up to seven (7) people including senior representatives from Operations, Marketing, Human Resources, and Lifestyle/ Volunteers choosing the top six (6) in each category.
3. The public votes on the Arcare website and social media platforms for the top three (3) in each of the six (6) categories
4. Arcare Aged Care's CEO, State Operations Managers, Group Manager- Human Resources and resident guest judges will then select the final winners in all categories.
 - a. Any resident guest judges will be ineligible from entering the competition as it would be a conflict of interest.
 - b. The assignment of judges to categories, where a final winner must be selected, will be at the discretion of the Marketing and HR Teams. The teams will assign categories to ensure that no guest judges can favor their own residence when selecting a winner.