

## Shine Writers' Prize 2023 – Terms and Conditions of Entry

1. The purpose of this document is to inform entrants and other relevant persons of the terms and conditions that apply to the entry into icare's Shine Writers' Prize. The details about this competition that are published on official icare communication platforms including but not limited to the icare website, electronic entry application forms and promotion material, all form part of the terms and conditions of entry. The terms and conditions of entry into the Shine Writers' Prize (as stated in this document and across the communication platforms mentioned above) apply to all persons who enter into either category of this competition.
2. By submitting an entry into the Shine Writers' Prize, the entrant is taken to have acknowledged and accepted the terms and conditions of this competition and agreed to be bound by them.
3. Entrants in breach of any of these terms and conditions may be disqualified from the Shine Writers' Prize.
4. For the purposes of these terms and conditions, the term 'icare' means Insurance and Care NSW as constituted by the State Insurance and Care Governance Act 2015 (NSW) acting for:
  - a. the Lifetime Care Support Authority as constituted by the Motor Accidents (Lifetime Care and Support) Act 2006 (NSW) (**Lifetime Care** or **LTC**),
  - b. the Workers Compensation (Dust Diseases) Authority as constituted by the Workers' Compensation Dust Diseases Act 1942 (NSW) (**Dust Diseases Care** or **DDC**), and
  - c. the Workers Compensation Nominal Insurer as constituted by the Workers Compensation Act 1987 (NSW) which, among other activities, administers the Workers Care Program (**WC**).
5. Except to the extent expressly stated in this document, the assessment conduct and results of the Shine Writers' Prize will not create any legal obligations between entrants and icare or the Crown in right of New South Wales.
6. The Shine Writers' Prize and its terms and conditions of entry will be governed by the laws of New South Wales.

### Eligibility and about the Competition

7. The Shine Writers' Prize is free to enter and is open to all participants and workers in the Lifetime Care Scheme and Workers Care Program and those active clients of Dust Diseases Care who are supported by an icare case officer or coordinator.
8. Entries must be within the Category word limit or be a storyboard (visual story). A storyboard must be 2 - 4 x A4 pages with a minimum of 4 square or rectangular boxes per page containing pictures or drawings that tell a story. The panel of judges will decide whether to accept entries that do not meet these requirements.

9. There are two categories in the competition:
  - Category 1 – Adults (16 years and over). The maximum word limit is 1000 words OR a storyboard.
  - Category 2 – Children (15 years and under). The maximum word limit is 500 words OR a storyboard.
10. The theme for all written work or storyboards submitted for the Shine Writers' Prize is "Who I Am". Written works will be in the format of a short story or poetry.
11. Written works or storyboards completed in the 12 months prior to 3 May 2023 will be eligible for entry.
12. If for any reason any aspect of the Shine Writers' Prize is unable to run as planned, icare may in its sole discretion cancel, terminate, modify or suspend the competition and invalidate any affected entries, or suspend or modify a prize, to the extent permitted by law.

## Submission of Entry

13. All entries are to be submitted electronically via an online form on the Shine Writers' Prize webpage: <https://www.icare.nsw.gov.au/shine-writers-prize> OR via email to [shinewritersprize@icare.nsw.gov.au](mailto:shinewritersprize@icare.nsw.gov.au).  
  
Please email [shinewritersprize@icare.nsw.gov.au](mailto:shinewritersprize@icare.nsw.gov.au) or phone: (02) 7922 1115 for alternate arrangements for submission of entries if needed.
14. Entries must be submitted between 9am on 3 May 2023 and 5pm 26 July 2023.
15. icare reserves the right to extend the competition if it deems necessary and this will be communicated via the Shine Writers' Prize webpage: <https://www.icare.nsw.gov.au/shine-writers-prize>.
16. Entries will not be accepted after the closing date 26 July.
17. Each entrant may only submit 1 written work or storyboard.
18. Each entrant must submit their name and contact details with their entry, and by providing those details confirm that those contact details can be used by icare to contact the entrant. icare takes no responsibility where it is unable to contact a winner who has not provided correct or complete contact details. If an entrant's contact details change before the winners are announced, it is the entrant's responsibility to notify icare at [shinewritersprize@icare.nsw.gov.au](mailto:shinewritersprize@icare.nsw.gov.au)
19. Edits to entries cannot be made once submitted.
20. icare takes no responsibility for any technical issues (such as lost, illegible, defaced or corrupted entries) affecting electronic submissions. Any technical issues must be communicated to icare prior to deadline.
21. icare reserves the right to remove any entry that is deemed offensive, derogatory or racist.

## Warranties

22. By submitting their entry into the competition, each entrant warrants that their entry, including the written work or storyboard, is their own work, that any intellectual property rights arising in connection with that entry belong to the entrant and that the entry does not interfere with any other rights.

## Prizes

23. The prizes for this competition are as follows:
  - a. the winner in each Category will receive \$300
  - b. the runner-up in each Category will receive \$100
  - c. a highly commended entrant for Category 1 will receive \$50.All prizes are in Australian dollars.
24. Winners will be selected, and prizes awarded by a panel of judges.
25. In the event that an entrant is unable to claim a prize for any reason, the prize will be passed onto the entrant's parent, guardian or next of kin as the circumstances require.
26. icare will take reasonable steps to ensure each winner receives their prize.

## Selection of Prize winners

27. The judging panel reserves the right not to allocate an award in a particular category where, in their opinion, there are no entries of sufficient merit.
28. In the event an entrant that is judged to have won a Category but is found to have failed to satisfy or abide by the terms and conditions of the competition, that entrant shall not be entitled to the relevant prize, and the judging panel may, at its absolute discretion, award the relevant prize to another entrant or choose not to award the award the prize at all.
29. The decision of the judging panel is final in respect of the winners of each Category.

## Consents

30. For entrants under the age of 18, parental or guardian consent must be provided in their entry form, together with valid contact details.
31. By entering the Shine Writers' Prize all entrants consent to icare reproducing a digital/hard copy version of their written work or storyboard in part or whole for the following limited purposes:
  - a Shine Writers' Prize digital/printed anthology of works, and
  - digital/social media promotion for the competition, including to help with promotion of future writing competitions.
32. By entering into the competition all entrants consent to their name, the icare scheme in which they participate (Lifetime Care, Workers Care or Dust Diseases Care) and their written work or storyboard being included in a publication collating the works of all or some of the entries.
33. The winner of each Category agrees to grant icare an irrevocable, exclusive, royalty free, perpetual licence to use any intellectual property in the written work or storyboard, which includes the right to sub-licence on a fee-free basis, and the right to publish the written work or storyboard.
34. The winning entrants will work with icare to finalise a short acknowledgement of the winning entrant that will include:
  - the winning entrant's name;
  - the name and description of the written work or storyboard;

- the background of the winning entrant and how they came to be in one of icare's schemes; and
- a quote from the winning entrant.

## **Liabilities**

35. icare (and its officers, employees and agents) do not accept any liability, however arising, including liability for negligence, for any accident, loss, injury or damage arising at any time out of or in connection with the Shine Writers' Prize except for any liability that cannot be excluded by law.
36. Each entrant indemnifies icare and any sublicensee from and against any liability or loss arising from any infringement or alleged infringement of any intellectual property rights or moral rights in the written work or storyboard.

## **Privacy**

37. All details of entrants received by icare will be used and stored in accordance with the Information Protection Principles set out in the *Privacy and Personal Information Protection Act 1998 (NSW)* and the icare Privacy Policy. A request to access, update or correct any information held by icare should be directed to the icare Privacy Officer.