

POETRY COMPETITION 2026

NEBO BUSH POET'S SMOKO

TERMS AND CONDITIONS OF ENTRY

COMPETITION OVERVIEW

Isaac Regional Council is running the Poetry Competition 2026 Nebo Bush Poet's Smoko in accordance with the Terms and Conditions set out below.

As a participant and entrant in the Competition you agree to be bound by the Terms and Conditions of Entry set out below.

1. DEFINITIONS AND INTERPRETATIONS

- a. In these Terms and Conditions, the following terms have the following meanings:
- b. Nomination means an application for entry into a Category of the Competition.
- c. Category means a category or categories of the Competition identified in the Nomination Form.
- d. Competition means the School Poetry Competition Nebo Bush Poet's Smoko including all categories of the Competition conducted by or under the auspices of Isaac Regional Council.
- e. Council means Isaac Regional Council, a local government body as defined in the Local Government Act 2009 and shall include its servants, officers, employees and agents.
- f. Entrant means an Entrant in the Competition as identified in the Nomination Form.
- g. Entry/Entry Content means any content (including text, photos, audio, videos and email messages) that Entrants submit, upload, transmit, publish, communicate or use in connection with their nomination into the Competition.
- h. Terms and Conditions mean the terms and conditions contained herein which establish the particulars of entry into the Competition.
- i. If there is any inconsistency between any of the documents comprising the Competition, then these Terms and Conditions will prevail to the extent of the inconsistency. All prior statements, representations and agreements are superseded by these Terms and Conditions.
- j. Where a party communicates that they agree to do something or not do something; that party is bound by that communication and the agreement becomes an obligation of these Terms & Conditions.
- k. Where the doing or execution of any act, matter or thing is dependent upon the consent or approval of the Council such consent or approval may be refused or given conditionally or unconditionally by the Council in its absolute discretion unless these Terms and Conditions expressly state otherwise.

2. GENERAL

- a. The promoter is Isaac Regional Council ('promoter') of Grosvenor Complex, Batchelor Parade, Moranbah Queensland, 4474. ABN 39 274 142 600; telephone number 1300 ISAACS (1300 472 227).
- b. Information on how to enter and prizes forms part of the terms of entry. Entry into the Competition is deemed acceptance of these Terms and Conditions. If there is any inconsistency between these

Terms and Conditions and/or any other documents that refer to this Competition, then these Terms and Conditions will prevail.

- c. By entering the Competition, entrants give consent for their information to be used for the purposes of determining the outcome of the Competition, including judging and publication of the winners.
- d. By entering this Competition, Entrants agree to be contacted about the competition, have photos taken of the Entrant and/or the Entrant's submission and use your name, age, comments, images and competition submission for promotional, publicity and marketing purposes.
- e. Entrants are required to take full responsibility for ensuring that their entry information complies with these Terms and Conditions.

3. COPYRIGHT AND PERMISSIONS

The Entrant:

- a. Warrants that all entries must be original work of the Entrant and must not have won prizes, contracts, or cash in any other previous competitions;
- b. Agrees that copyright rights, moral rights and intellectual property rights will remain the property of the Entrant;
- c. Notwithstanding subclause (b), in consideration of entering the Competition, provides Council with an irrevocable, non-exclusive licence to use any copyright rights, moral rights or intellectual property rights in respect of the entry content as part of, or in connection with the objects of, the Promotion;
- d. Without limiting the scope of subclause (c), grants to Council the right to:
 - i. Maintain a copy of any work for archival purposes; ii. Publish any work on Council's publications, website and social media platforms; iii. Allow for the work to be reproduced by Council and any of its subsidiaries for any purpose.

Council will acknowledge and give attribution to the Participant in all reproductions of any work, acknowledging the Entrant as the creator and owner of the work.

- e. Acknowledges that whilst Council will take care to ensure that the quality and integrity of any reproduced work, the adaption of the original work for presentation may result in slight variations to the work.
- f. An entrant's entry must not include:
 - i. any image or voice of any other person.
 - ii. any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - iii. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so, and that this permission allows Council to use the entry in accordance with these Terms and Conditions.
 - iv. Council reserves the right to disqualify an Entrant if they become aware that the Entrant and/or the Entrant's entry is of a type described in this clause.

- v. any nomination that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.

4. RIGHT TO AMEND AND VARY

- a. Council reserves the right to cancel or amend the Competition, any one or more of the categories of the Competition, the content of any or all of the Council-authorized formal notices in respect of the Competition (wherever appearing and in whatever form or format as amended from time to time) or these Terms and Conditions at any time and without prior notice.

5. DISPUTES

- a. In the event of any dispute regarding the Terms and Conditions or the content of any or all the Competition Notices, the conduct, results and all other matters relating to the Competition, the decision of the Council and the appointed judging panel shall be final, and no correspondence or discussion shall be entered into with the Entrant.

6. ELIGIBILITY FOR ENTRY

- a. With the exception of elected decision-makers or members of the judging panel, employees of Isaac Regional Council are eligible to enter.
- b. Entrants may withdraw their submission at any time before the closing date by contacting Council in writing.
- c. All Entrants must complete and submit their original poem entry via the Nomination Form.
- d. Entrants will receive a confirmation email upon successful submission of their entry.
- e. Poem entries must be written primarily in English and be the Entrant's own work.
- f. Entry is open to all Isaac Region residents.
- g. Isaac Regional Council reserves the right to verify and otherwise rule on the eligibility of all Entrants to participate in the Competition.
- h. Nominations for the Competition commence on Monday 3rd August 2026 and close on Sunday, 30th August 2026 at 12.00am AEST. Nominations and submissions of final work must be received by the closing time/date to be eligible to participate.
- i. All entries must be submitted using the online form only, located on the Isaac Regional Council web page. Entries received by any other method will be deemed ineligible.
- j. Entrants must nominate the Category they wish to enter. If the Category section of the Nomination Form is not completed, the Nomination will be deemed to be invalid.
- k. By entering this Competition, the entrant declares that the poem is their own work.

7. ACCURACY OF INFORMATION

- a. By entering the Competition, the Entrant warrants that all information submitted by the Entrant is true, current and complete.

8. LEGAL CAPACITY

- a. Council is entitled to assume that by entering the Competition, and the Entrant warrants that, either the Entrant has legal capacity to enter the Competition and agrees to be bound by these Terms and

Conditions (i.e. that the Entrant is of sufficient age and is entitled to be legally bound in contract) or the Entrant's parents/guardians have consented to the Entrant's entry in the Competition and the acceptance of these Terms and Conditions.

- i. a parent or guardian must provide consent for any entrant under 18 years of age via electronic confirmation. Entries received without appropriate consent may be deemed ineligible.

9. NO LIABILITY

- a. a. The Council is not liable for any damage or injury caused to the Entrants as a result of their entry into this Competition.

10. INDEMNITY AND RELEASE

- a. The Entrant indemnifies and agrees to keep indemnified the Council in respect of:
 - i. any liability or loss arising out of, and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breach of any term or condition of these Terms and Conditions by the Entrant;
 - ii. any claim, demand or liability for any loss or damage to anything or any injury to or death of any Entrant occurring in connection with the Competition.
 - iii. any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition.
- b. By entering the Competition the Entrant does so at the sole risk of the Entrant and releases, to the extent permitted by law the Council, the Council's employees and agents from any liability or obligation to the Entrant (or any person claiming through the Entrant) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or outside, the Residence arising by reason of the Entrant's participation in the Competition,.
- c. The provisions of this clause will continue to apply notwithstanding the expiry or earlier termination of the Competition.

11. DISQUALIFICATION

- a. Council reserves the right to disqualify any Entrant if it has reasonable grounds to believe the entrant has breached any of these Terms and Conditions.
- b. In the event that any Entrant is disqualified from the Competition, Council in its sole discretion may award the prize to an alternate entrant selected on the same criteria as the original entrant.
- c. Council reserves the right to disqualify any entrant who tampers with the nomination entry process, who submits a nomination entry form that is not in accordance with these Terms and Conditions or who has, in the opinion Council, engaged in conduct in entering the Competition, which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Council.

12. JUDGING, SELECTION OF PRIZE WINNERS AND GENERAL PRIZE INFORMATION

- a. The judging of all nominations will commence on Monday 31st August 2026 and conclude on the Friday, 4th September 2026.

- b. Winners will be announced by 5.00pm on Monday, 7th September 2026 and published through Isaac Regional Council's communication channels.
- c. Poem entries may be any length, any style or any subject. There is no line-limit. Multiple entries by a single poet are accepted.
- d. Judging of entries in all Categories of the Competition will be conducted by a panel selected at Council's discretion and entries shall be assessed on a 'blind' basis.
- e. Prize winners will be chosen as specified in Competition Notices, from all qualifying entries to the Competition before 12.00pm on 30th August having regard for such judging criteria and appropriate weighting as determined by the judging panel and the Council at its sole discretion.
- f. Judging will be scored against the four following criteria:
 - i. Creativity and Originality
Does the poem present a unique perspective or imaginative concept?
Are the ideas fresh and engaging?
 - ii. Emotional Impact and Expression
Does the poem evoke strong emotions or convey a powerful message?
Is the voice authentic and expressive?
 - iii. Language and Style
Is the language vivid, precise, and appropriate for the theme?
Are literary devices (like metaphor, imagery, rhythm) used effectively?
 - iv. Structure and Form
Does the poem have a clear structure or intentional form (free verse, sonnet, etc.)?
Is there a sense of rhythm, flow, and coherence?
- g. In all matters, the decision of the judging panel and Council shall be final, and no correspondence or discussion shall be entered into.
- h. Prize winners will be notified within three (3) business days of the judging panel's decision via the contact details provided at the time of entry.
- i. If more than one prize is awarded for a Category, the prize amount may be shared between the number of winners.
- j. Failure to claim the prize within the timeframe specified in clause 12(p). below or in the manner so specified, may result in the winner forgoing the prize.
- k. Prizes will be as listed in Item 13 and are non-transferable and non-redeemable for cash in any way.
- l. Any substitution of a prize will be at the sole discretion of Isaac Regional Council and will not be subject to negotiation. Prizes are awarded at Isaac Regional Council's discretion, and no prizes will be awarded as the result of improper actions by or on behalf of any Entrant.
- m. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses, upgrades etc) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.
- n. Council cannot accept any responsibility for damage, loss, injury or disappointment suffered by any Entrant entering the Competition or as a result of accepting any prize.

- o. The prizes are awarded in each Category at the judge's discretion. Should the judges deem the entries to not be of an acceptable standard in any Category, the judge may elect not to award prizes in that Category.
- p. Prize winners must collect any prizes from their local Isaac Regional Council office within 30 days and no later than Friday, 9th October 2025 at 4:00pm AEST. Identification must be produced when collecting prizes.
- q. Prize winners must complete and sign a Competition Release Form confirming collection of their prize/s.
- r. Prize winners have the opportunity to perform their original work at the Nebo Bush Poet's Smoko held at the Historic Nebo Museum on Sunday, 13th September 2026.

13. PRIZES AND HOW TO ENTER THE COMPETITION

- a. The Prizes will be as listed below and entries are made via Speak Up by uploading the entrant's original work:
 - a. Best Original Poem – Primary school \$200 Visa Gift Card
 - b. Best Original Poem – High School \$200 Visa Gift Card
 - c. Best Original Poem – Over 18 \$200 Visa Gift Card
 - d. Best Performance on the day voted by the crowd - \$300 Visa Gift Card

14. FURTHER ACKNOWLEDGEMENTS

- a. In consideration of Council agreeing to consider entrants to the Competition, each Entrant hereby grants Council permission to publish their original submission.
- b. Prize Winners may be requested to take part in promotional activities and Council reserves the right to use the names, ages and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.
- c. Prize winners have the opportunity to perform their original work/s at the Nebo Bush Poet's Smoko held on Sunday 13th September 2025.
- d. Council may collect and use the personal information of the Entrants as part of the Competition, including disclosing the names and ages of the Entrants to the public. This information will be collected and stored in accordance with Council's Privacy Policy. Personal information is only accessed by persons authorised to do so in compliance with the *Information Privacy Act 2009*.
- e. The Competition and these Terms and Conditions will be governed by Australian and Queensland law.
- f. All participants and attendees at the Nebo Bush Poet's Smoko event must behave respectfully and in accordance with the Council's code of conduct. Any inappropriate behaviour may result in disqualification or removal from the event.

15. APPEALS OR COMPLAINTS PROCESS

Any complaints or concerns in relation to the Competition must be submitted in writing to Council. While all decisions of the judging panel are final, Council will review any complaint in accordance with its standard feedback and complaints policy.

15. CONTACT

- a. You can contact Council in relation to this Competition by writing to **Isaac Regional Council, PO Box 94, Moranbah Qld 4744** or by emailing Isaac Regional Council at the following email address:
records@isaac.qld.gov.au