

FISHING THE FITZROY'S \$10,000 THREADY COMPETITION

Terms and Conditions

The following Terms and Conditions ('T&Cs') apply to each person who registers ('Entrants') to participate in the Fishing the Fitzroy's \$10,000 Thready Competition ('Competition'):

1. The Competition

- 1.1 The Competition is promoted, organised and managed by Rockhampton Regional Council ABN: 59 923 523 766 ('Council') of 232 Bolsover Street, Rockhampton, Queensland 4700. To contact Council please email tourism@rrc.qld.gov.au or telephone customer services on (07) 4932 9000.
- 1.2 Council has contracted InfoFish Australia Pty Ltd ACN 619 976 224 ('InfoFish') to:
 - a. manage the catching, tagging and releasing of multiple legal sized King Threadfin Salmon ('Tagged Threadies') prior to the commencement of the Competition; and
 - b. be the initial contact for Entrants attempting to claim the prize; and
 - c. assist with the verification of the winner, as per the verification process.

2. General

- 2.1 Entering the Competition is evidence of the Entrant's acknowledgement of and consent to these T&Cs.
- 2.2 If there is any inconsistency between these T&Cs and any other media or material relating to the Competition, these T&Cs will prevail.
- 2.3 Council reserves the right, in its absolute discretion, to vary these T&Cs at any time.
- 2.4 Following any variation of these T&Cs, Council will re-upload the updated T&Cs to its website. Each Entrant acknowledges that once updated T&Cs are uploaded to Council's website, they are deemed the current T&Cs governing the Competition and all Entrants will be required to comply with the updated T&Cs.
- 2.5 Entrants accept that they are responsible for checking the Council website regularly throughout the Competition to ensure that they are aware and comply with all current T&Cs.
- 2.6 Council reserves the right in its absolute discretion to suspend, terminate or cancel the Competition at any time.
- 2.7 Any Tagged Threadies caught during a suspension of the Competition, or after termination or cancellation of the Competition are not eligible for the prize.
- 2.8 Entrants accept that all decisions made by Council and its agents, employees, contractors and representatives in relation to the Competition are final and binding and no correspondence will be entered into.

3. Details of the Competition

- 3.1 For the purposes of this Competition, InfoFish have released multiple Tagged Threadies into a Rockhampton Region waterway at a location known only to InfoFish Australia.
- 3.2 Each Tagged Thready has been tagged with a special purple tag (the 'Tag') unique to Rockhampton Regional Council, which includes the phrase "Fishing the Fitzroy", the toll-free phone number managed by Infofish '1800 077 001', and a serial number to identify each Tagged Thready.
- 3.3 The Competition will open at 12.01am on Wednesday 1 November 2023 and will conclude:
 - a. immediately upon a winner of the Competition being verified; or
 - b. at midnight on Wednesday 31 January 2024 (the 'Competition Period').

4. Entry to the competition

- 4.1 Entry to the competition is open to all ages. Entrants under the age of 18 years will require the permission of a parent or guardian to enter the competition.
- 4.2 Employees and Councillors of Rockhampton Regional Council are not eligible to enter the competition. Employees and contractors of InfoFish Australia and their family members are not permitted to enter the competition.
- 4.3 Registrations to enter the Competition are open throughout the Competition Period.
- 4.4 To be eligible to enter the Competition and to be in the running to win the Prize, Entrants must complete the Competition registration electronically on the competition website: www.fishingthefitzroy.com.au/10kthready. Where an electronic submission is not possible, a

registration form can be downloaded and printed from the same website and returned to Rockhampton Regional Council in accordance with one of the methods listed on the registration form.

- 4.5 To be eligible to enter the Competition, completed registrations forms must be received by Council within the Competition Period. Any Competition registrations received before or after the Competition Period will not be eligible to win the competition. Council takes no responsibility for lost or misdirected competition registrations, or registrations submitted outside of the Competition Period.
- 4.6 Entry to the Competition is free. Any costs and expenses incurred by participating in the Competition are at the sole expense of the Entrant.

5. The Prize

- 5.1 There is only one \$10,000 cash prize (the 'Prize') which will be awarded to the first Entrant to:
 - a. Catch a Tagged Thready in accordance with these T&Cs;
 - b. Record the catch by phoning InfoFish Australia (1800 077 001) in accordance with these T&Cs; and
 - c. Meet the verification process set out in these T&Cs.
- 5.2 No prize will be awarded for any subsequent Tagged Thready caught.
- 5.3 You must have completed the registration process to participate in the Competition to be eligible to claim the Prize.

6. Competition Rules

- 6.1 While participating in the Competition, Entrants must obey all applicable Local and State Government legislation, directions and requirements including, but not limited to:
 - a. using legal fishing equipment;
 - b. complying with these T&Cs;
 - c. obeying all requirements and restrictions in relation to areas with restricted access, private property and closed waters;
 - d. complying with laws and policies protecting animal welfare;
 - e. following the rules and regulations for recreational fishing which can be found at <https://www.daf.qld.gov.au/business-priorities/fisheries>; and
 - f. all applicable obligations created by the *Fisheries Act 1994* (Qld).
- 6.2 Entrants may only attempt to capture a Tagged Thready using a line fishing technique. Entrants will be disqualified if they are deemed to have used another technique to capture a Tagged Thready. Entrants may not use nets for fishing; however a landing net is permitted in conjunction with line fishing to ensure the fish is captured humanely.
- 6.3 Commercial fishing vessels may not participate in the Competition. Fishing vessels for recreational purposes, where an Entrant is participating by a paid fishing charter, are permitted to participate.
- 6.4 The Tagged Thready must be caught in the Rockhampton Region local government area within the Competition Period for the prize to be claimed. No prize will be paid if the Tagged Thready is caught outside of the Rockhampton Region local government area or is caught before or after the Competition Period. Entrants accept that there may be no prize winner if no Tagged Thready is not caught in the Rockhampton Region local government area within the Competition Period.

7. Winner Verification Process

- 7.1 Should you capture a fish which you believe to be a Tagged Thready, in order to claim the prize you must:
 - a. Phone InfoFish on 1800 077 001 as soon as possible and quote the serial number that can be found on the Tag;
 - b. Take a photo of the whole fish with the Tag still inserted, preferably on a measuring ruler.
 - c. Take a close-up photo of the Tag so that the serial number can be clearly in the photo.
 - d. Take a photo of the method you used to capture the fish along with the surrounding area to show the location the fish was caught.
 - e. Take another 'Glory Shot' of you holding the fish for media opportunities.
 - f. Submit all photos to InfoFish by emailing admin@info-fish.net.

- g. If InfoFish grant verification of the tagged fish, you will be required to retain the fish and the tag for a final verification process.
- 7.2 If multiple Tagged Threadies are caught on the same day:
 - a. verification will be completed in chronological order, starting with the first Entrant to contact InfoFish; and
 - b. it will be the first Entrant to contact InfoFish regarding a Tagged Thready that meets the verification process who will be eligible to claim the Prize..
- 7.3 Council reserves the right to disqualify any Entrant who tampers with the verification process or does not adhere to any part of these T&Cs.
- 7.4 Council has the final word when determining if the winner is eligible to win the Prize.
- 7.5 If InfoFish or Council deem that:
 - a. a Tagged Thready was caught using a method other than line fishing;
 - b. a Tagged Thready was caught outside of the Rockhampton Region local government area;
 - c. the Tag provided as verification is not the original Tag; or
 - d. that the Entrant breached any of these T&Cs,
 then the prize will not be paid.
- 7.6 If the winner is aged under 18 years, Council reserves the right in its complete discretion to either award the prize to the winner or the winner's parent or guardian who gave them permission to enter the Competition during the registration process and for them to hold the prize on the winner's behalf.
- 7.7 Council holds no responsibility for any tax liability a winner may incur as a result of accepting the Prize.
- 7.8 The Prize is not transferable or exchangeable.

8. Liability and Indemnity

- 8.1 Each Entrant acknowledges and accepts that participation in the Competition involves activities that pose inherent risks to the safety of themselves and others, and may cause damage to property, personal injury and death.
- 8.2 Each Entrant takes responsibility for their own safety.
- 8.3 Council and InfoFish Australia exclude all liability for:
 - a. any loss or damage to property;
 - b. any loss or damage of any other kind including, but not limited to loss of opportunity and income; and
 - c. any personal injury or death,
 whether direct, indirect, special or consequential, in connection with the Competition.
- 8.4 Entrants agree to release, discharge, indemnify and at all times keep indemnified Rockhampton Regional Council, its employees, representatives, and contractors from and against all actions, suits, costs, claims, damages, liability and demands of any nature whatsoever brought, prosecuted, incurred or made, arising out of, in any way connected with or related to any personal injury, illness, death to any person or loss or damage to any property suffered or sustained during the Competition.
- 8.5 Entrants to the Competition acknowledge that crocodiles are present in Rockhampton Region waterways and:
 - a. accept responsibility for the risks associated with fishing in waterways where crocodiles are present; and
 - b. acknowledged the need to be 'Croc Wise' at all times.
- 8.6 Council is not responsible for:
 - a. any mistakes or inaccuracies in any information relating to the Competition; or
 - b. any technical error that may arise in the process of managing the Competition, including, but not limited to any lapse, disruption, erasure, fault, obstruction, malfunction, loss of, alteration of, unauthorised access or damage to any information technology systems, communications, telephone, satellite or internet connection.
- 8.7 Council accepts no liability if the Competition is not able to run as planned or the management, fairness, safety or integrity of the Competition is compromised for any reason that is beyond the control of Council, including but not limited to fire, storm, earthquake, flood, explosion, accident,

epidemic, pandemic, enemy acts, war, sabotage, unauthorised interference by an Entrant or third party, fraud, technical failures, and acts or omissions of a third party.

- 8.8 In the event that the Competition is not able to run as planned or is compromised as outlined in clause 8.6, Council reserves the right, in its sole discretion, take any action that may be available and to cancel, terminate, modify or suspend the Competition.
- 8.9 Council reserves the right, in its sole discretion to disqualify any Entrant who they deem to have tampered, influenced or interfered with the entry process, the operation or management of the Competition, or the winner verification process.

9. Use of Personal Information

- 9.1 Personal information collected by Council when an Entrant registers for the Competition is not passed on to third parties. All those registering for the competition agree that their details may be used to receive regular updates about the Competition and engagement opportunities, events and other initiatives from Council. Entrants will be able to opt out of this at any time.
- 9.2 Council is authorised to collect this information in accordance with the *Local Government Act 2009* and other local government Acts. Entrants' personal information is only accessed by persons authorised to do so in compliance with the *Information Privacy Act 2009*. Personal information is dealt with in accordance with Council's Privacy Policy.
- 9.3 The winner of the Competition consents to Council publishing their name and verification photographs on Council's managed Facebook pages and websites.
- 9.4 The winner of the Competition agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed.
- 9.5 The winner agrees to grant Council a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner will not be entitled to any fee for such use.

10. Additional Matters

- 10.1 The Entrant agrees that the Competition is subject to the laws of Queensland and agrees to bound by the exclusive jurisdiction of the courts of Queensland.
- 10.2 Clauses 2, 6.1, 8, 9 and 10 survive:
 - a. after the Competition Period;
 - b. if the Competition is terminated, suspended or cancelled; and
 - c. if an Entrant's participation is cancelled or disqualified.
- 10.3 Entrants agree that these T&Cs form the entire agreement and understanding between Council and the Entrant for the Competition.
- 10.4 Each Entrant warrants that they do not rely upon any representation or statements made by Council in relation to the Competition.