

Terms and Conditions for Living with Anxiety Art Competition

1 Definitions

In these terms and conditions:

Competition means the “Living with Anxiety” Art Competition conducted by the Institute.

Entrant means an individual who meets the Eligibility Requirements and submits an Entry in the Competition.

Entry means an original artwork submitted by an Entrant in the Competition.

Entry Period means the period commencing on the Start Date and ending on the End Date.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

Judging Criteria means the criteria set out in clause 4.2 by which Entries will be judged.

Judging Panel means the panel of judges appointed by the Institute to evaluate the Entries based on the Judging Criteria.

Institute means The Council of The Queensland Institute of Medical Research ABN 31 411 813 344 of 300 Herston Road, Herston in the State of Queensland.

Prize means the prize described in clause 3.

Start Date means 12:00am (AEST) on 7 October 2025.

End Date means 11:59pm (AEST) on 9 December 2025.

2 Introduction

2.1 These terms and conditions govern the Competition conducted by the Institute. By entering into the Competition, you confirm you meet the eligibility criteria (below) and agree to these terms and conditions.

2.2 The Competition will commence on the Start Date and close at 11:59 pm on the End Date.

2.3 The Institute has the right to amend or replace these terms and conditions at any time.

3 The Prize

3.1 The prize to be awarded under the Competition is:

- (a) type: cash prize;
- (b) number available: four separate Entrants will be selected as four individual winners;; and
- (c) description: \$500 gift card prize for each winning entry.

4 Eligibility and Judging

4.1 The Competition is open to any individual who meets all the following criteria (each, an Entrant):

- (a) over the age of 18 years;
- (b) resident in Australia;
- (c) the individual is not involved in conducting the Competition; and
- (d) the individual is not employed by, or related to an employee of, the Institute.

4.2 Entries will be judged based on the following Judging Criteria: originality, creativity, technical skill, and demonstration of the experience of “living with anxiety”.

4.3 The Judging Panel will evaluate all valid Entries and select the winning Entry or Entries based on the Judging Criteria. In the event of a tie, the Judging Panel will re-evaluate the tied Entries and select the winning Entry by a majority vote.

4.4 The Institute's decision, including the decision of the Judging Panel, in relation to the judging and selection of the winning Entry is final, and no correspondence will be entered into.

4.5 The promotion is a game of skill. Chance plays no part in determining the winner. All Entries will be judged based on the merit and skill with respect to the Judging Criteria.

5 How to Enter

5.1 To enter the Competition, an Entrant must submit an Entry during the Entry Period by uploading

their artwork to the Competition website – <https://livingwithanxiety.org.au/>.

5.2 An Entrant may submit multiple Entries, up to a maximum of three Entries per Entrant.

5.3 Any Entry not in compliance with these terms and conditions is automatically invalid. The Institute reserves the right to accept or reject non-compliant or incomplete Entries in its sole discretion.

5.4 No responsibility is accepted for late, lost, incorrectly submitted or misdirected entries.

5.5 Entries must be received during the Entry Period. Late entries will not be accepted.

5.6 Entries that are incomplete, indecipherable, offensive, illegal, defamatory, offensive or that the Institute reasonably determines do not comply with these Terms and Conditions will not be accepted. All invalid Entries will be removed from the Competition.

5.7 The Competition is free to enter.

6 Intellectual Property

6.1 By submitting an Entry, the Entrant grants the Institute a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, publish, display, and modify the Entry for the purposes of conducting and promoting the Competition and all other promotional activities of the Institute, including to promote the Institute's research relating to living with anxiety.

6.2 The Entrant retains all Intellectual Property Rights in their Entry, subject to the license granted in clause 6.1.

6.3 The Entrant warrants that the Entry is an original work by the Entrant, the Entrant owns all Intellectual Property Rights in the Entry, the Entry complies with all applicable laws including privacy laws, and the Entry does not infringe the rights of any third party.

6.4 The Entrant indemnifies the Institute from any breach of the warranties contained in this clause.

7 Winner Notification and Prize Claim

7.1 The winner(s) of the Competition will be notified by email within 60 days after the End Date.

7.2 Each winner must claim the Prize by responding to the notification email within 10 days after being notified.

7.3 If the Prize is not claimed within the timeframe specified in clause 7.2, the Institute may award the unclaimed Prize to another Entrant whose Entry is the next ranked in accordance with the judging criteria.

7.4 The winner must provide proof of identity if required by the Institute.

7.5 The Institute may publish the results of the Competition and the Entrant agrees to the publication of their name and the winning Entry.

8 Privacy

8.1 The Institute will collect, use and retain for only as long as reasonably necessary the personal information of each Entrant for the following purposes:

- (a) to conduct the Competition;
- (b) to communicate with the Entrant regarding the Competition;
- (c) to verify that these terms and conditions have been complied with;
- (d) for accounting purposes;
- (e) for any promotional, marketing or information or materials used or distributed by the Institute that refers to or includes any artwork by an Entrant; and
- (f) any other ancillary reason as permitted by the applicable privacy laws.

8.2 An Entrant's personal information may be disclosed to third parties who are involved in the competition to enable such third parties to fulfill any necessary requirements relating to the award of the Prize.

8.3 All use of an Entrant's personal information will be in accordance with the Institute's Privacy Policy available at <https://www.qimrb.edu.au/privacy-policy> and in accordance with all applicable privacy and spam laws.

8.4 The Institute will not use the personal information of an Entrant except in accordance with the purposes stated in this clause.

9 Liability

9.1 Subject to clauses 9.2 and 9.4, the Institute, and its officers, employees and agents, are not

liable for any loss, cost, expense, damage or liability suffered or incurred by any Entrant or winner in connection with the Competition, whether in tort, including negligence, contract, pursuant to legislation or otherwise, including in connection with:

(a) late, lost, altered, damaged or misdirected Entries or Prize acceptance, including delays due to technical disruptions or network congestion;

(b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the Competition;

(c) any theft, destruction, unauthorised access to or alteration of Entries;

(d) any use of the Prize, any expense incurred by the Entrant, or any tax liability incurred by the winner as a result of winning or accepting the Prize; or

(e) any dispute over the originality or ownership of an Entry.

9.2 Nothing in clause 9.1 limits any Entrant's or any winner's rights under the *Competition and Consumer Act 2010* (Cth) (CCA).

9.3 These terms and conditions do not exclude or limit the application of any statutory provision, including but not limited to the Australian Consumer Law provisions of the CCA and the , where to do so would contravene that statute or cause any part of these terms and conditions to be void.

9.4 Entrants enter this Competition at their own risk.

10 Force Majeure

If the Competition is unable to proceed due to unforeseen circumstances, including cyber-attack, industrial strike, computer virus, fraud, or technical failures, the Institute may take appropriate action with respect to the Competition (including suspension, termination or modification of the Competition) as it deems appropriate, subject to any relevant regulation or law or direction from a regulatory authority.

11 Contacting the Institute

An Entrant may contact the Institute by the following methods:

(a) Phone study coordinator on 07 3362 0297; and

(b) Email: lwa@qimrb.edu.au.

12 Governing Law

These terms and conditions are governed exclusively by the laws of Queensland, and the parties submit to the exclusive jurisdiction of the Queensland courts in respect of any proceedings in connection with these terms and conditions.