



TERMS & CONDITIONS 2017

1. General

- 1.1. The Promoter of the Local Sports Stars competition is Nationwide News Pty Limited ACN: 008 438 828 of 2 Holt Street Surry Hills NSW 2010. Ph. 02 9288 3709
- 1.2. The following publications are “participating publications” in this competition:
 - 1.2.1. Refer to [NewsLocal suburb and postcode guide](#) for participating NewsLocal publications.
 - 1.2.2. Refer to [Leader Community News suburb and postcode guide](#) for participating Leader Community News publications.
 - 1.2.3. Refer to [Quest Community News suburb and postcode guide](#) for participating Quest Community News publications
 - 1.2.4. Refer to [Gold Coast Bulletin suburb and postcode guide](#) for participating Gold Coast Bulletin publications
 - 1.2.5. Refer to [Community Newspaper Group suburb and postcode guide](#) for participating Community Newspaper Group publications
- 1.3. Information on how to enter and prizes forms part of the terms of entry of the 2017 Local Sports Stars awards program. Entry into the competition is deemed acceptance of these terms and conditions.
- 1.4. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- 1.5. For the purposes of these Terms and Conditions, “participating states” are NSW, Victoria, Queensland and Western Australia.

2. When to nominate

- 2.1. The nomination period commences on 6 March, 2017 at 12:00pm AEST and concludes on 31 August, 2017 at 11.59pm AEST. Nominations must be received by the Promoter via the online nomination form prior to the competition close date and time (editorial coverage of a person is not a substitute for a valid nomination being lodged and editorial coverage of a person does not mean that a valid nomination has been lodged in relation to that person).
- 2.2. The time of entry will in each case be the time the valid nomination form is received by the Promoter, not at the time of transmission by the nominating person.
- 2.3. The Promoter accepts no responsibility for any late, lost or misdirected nominations including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason.

3. Who can participate

- 3.1. In order to participate in the Local Sports Stars competition, a person must first be nominated through the online process in accordance with these Terms and Conditions.
- 3.2. Any resident of a participating state can nominate someone who is eligible to win a prize in accordance with these Terms and Conditions. Each nominating person agrees to these terms and conditions and will take all reasonable steps to ensure that nominated persons/teams are eligible for the relevant category prize.
- 3.3. Each nominee must be a resident of a participating state. Nominees must reside or train/be a member of a club/school/sporting association located in one of the participating publication distribution areas. For full list of suburbs and post codes, refer to the links in [section 1](#).



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- 3.4. Nominees cannot be employees or immediate families of the Promoter and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
- 3.5. Nominees must be 18 years of age or under at the end of the nomination period except in relation to:
 - (a) the Service to Sport and Jim Dowsley (VIC residents only) nominations where the age of the nominees is open; and
 - (b) the Senior Sports Star (VIC residents only) nominations where the age of the nominees at the end of the nomination period must be 19 or over.
- 3.6. Nominees may only be nominated based on sporting activity which they carried out between 1 October 2016 and 31 August 2017 (the "sporting period").
- 3.7. All nominations of persons under the age of 18 require the consent of the legal parent or guardian to be valid. The parent or guardian of the entrant must read and consent to all Terms and Conditions. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. Failure to provide such particulars or releases will immediately invalidate the nominee's entitlement to be included in the competition or to any prize, subject to State and Territory legislation.
- 3.8. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of nomination validity in order to claim a prize. Proof of identification, residency and validity considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

4. How to enter

- 4.1. To nominate online log onto www.localsportsstars.com.au and register the nominee's details including (but not limited to) full name, address, post code, telephone number, e-mail address, along with a list of supporting key achievements in their chosen sport to complete the nomination. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
- 4.2. Nominees are required to take full responsibility for the content of their nomination and for ensuring that their nomination complies with these Terms and Conditions. For the purposes of these content requirements, nomination content includes any content (including text, photos, videos and email messages) that nominating persons submit, upload, transmit, publish, communicate or use in connection with their nomination. If a nomination cannot be verified to the Promoter's satisfaction, the nomination will be deemed invalid.
- 4.3. A nomination must not include:
 - 4.3.1. Any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - 4.3.2. 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
 - 4.3.3. 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



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warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

- 4.4. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's nomination does not comply with these Terms and Conditions.
- 4.5. The Promoter reserves the right to disqualify any nominee who tampers with the entry process, who does not comply with these Terms & Conditions or who has, in the opinion of Promoter, engaged in conduct in relation to the Promotion which is fraudulent, misleading, and deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
- 4.6. A person can nominate as many people as they like.
- 4.7. Each nomination can only be for one category of prize as described in [clause 5.4](#) below.
- 4.8. Only one nomination per person is permitted.
- 4.9. Should a nominee's contact details change during the promotional period, it is the nominating party's responsibility to notify the Promoter. A request to access or modify any information provided in a nomination entry should be directed to the Promoter.

5. Determination of winners

- 5.1. The winner will be the valid nominee submitted in accordance with these terms and conditions that is judged by judging panel to be the most skilled in their category.
- 5.2. All nominations will be reviewed based on the category criteria and a short list of finalists compiled by each participating publication.
- 5.3. This is an awards program based on skill. Chance plays no part in determining the winner. Entrants will be judged on their contribution to sport, dedication to sport and achievements. The judges' decisions are final.
- 5.4. Each nominee will be nominated for *one* of the following categories and the Promoter has the right to change a nominee's category if it reasonably believes that another category is better suited to the relevant nominee:

Junior Sports Star Individual

This is awarded to athletes aged 18 years or under, who are judged to have exhibited during the sporting period the greatest achievement, dedication, fairness and sportsmanship. Nominees in this category must be competing at state level or above. A winner will be announced for each participating publication. Each publication winner then qualifies to be nominated as a state winner for this category.

The publication winners of this category will each receive a medal and:

- \$300 cash (for residents in QLD and WA)
- \$300 voucher from rebel sport (for residents in NSW)
- \$300 voucher from Sportsmart (for residents in VIC)

Each state winner for this category will receive \$1000 and the Local Sports Star Medal for their state. The state winners will then automatically qualify for nomination into the national winner group for this category.

The national winner will receive \$1500 cash and a plaque.

Junior Sports Star Team

This is awarded to a team (maximum 20 people to one team) competing at any time in the sporting



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period in an 18 years or under age group that is judged to have exhibited during the sporting period the greatest achievement, dedication, fairness and sportsmanship. Nominees in this category must be competing at state level or above. A winning team will be awarded for each participating state.

The state winning team for this category will receive \$1000 and a Local Sports Stars plaque. The team will then automatically qualify for nomination into the national winner group for this category.

The national winner will receive \$1000 cash and a plaque.

Team prizes will be granted to the team manager to be apportioned between the team members or otherwise as the team manager determines in their own discretion. The promoter has no obligation to ensure team prizes are distributed to team members.

Young Sporting Spirit Individual

This is awarded to athletes aged 18 years or under who are judged to have exhibited during the sporting period the greatest achievement, dedication, fairness and sportsmanship. A winner will be announced for each participating publication. Each publication winner then qualifies to be nominated as a state winner for this category.

The winners of this category will each receive a medal and:

- \$200 cash (for residents in QLD and WA)
- \$200 voucher from rebel sport (for residents in NSW)
- \$200 voucher from Sportsmart (for residents in VIC)

The state winners for this category will receive \$500 and the Local Sports Stars Medal. The state winner will then automatically qualify for nomination into the national winner group for this category.

The national winner will receive \$1000 cash and a plaque.

Young Sporting Spirit Team

This award recognises a team (maximum 20 people to one team) competing at any time in the sporting period in an 18 years or under age group that is judged to have exhibited during the sporting period the greatest achievement, dedication, fairness and sportsmanship. One winner will be awarded for each participating state.

The winning team will receive \$500 cash and a plaque for the team. The team will then automatically qualify for nomination into the national winner group for this category.

The national winner will receive \$1000 cash and a plaque.

Team prizes will be granted to the team manager to be apportioned between the team members or otherwise as the team manager determines in their own discretion. The promoter has no obligation to ensure team prizes are distributed to team members.

Service to Sport

This is awarded to an individual club member or volunteer of a sporting organisation in their local community who shows the greatest level of passion, determination and impact of contribution as determined by the judges. One winner will be awarded for each participating state.



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The winner will receive \$500 cash and a plaque. The winner will then automatically qualify for nomination into the national winner group for this category. The national winner will receive \$1000 cash and a plaque.

Senior Sports Star Individual (open to Victorian residents only)

Nominees must be competing at state level or above and will be judged on achievement, dedication, fairness and sportsmanship. A winner will be announced for each participating publication. Each publication winner then qualifies to be nominated as a state winner for this category.

The publication winners of this category will each receive a medal and a \$300 voucher from Sportsmart.

The state winner for this category will receive \$1000 and a plaque.

Jim Dowsley Award (open to Victorian residents only)

This open age category is awarded to an athlete who shows exceptional courage to excel in their sport. Having dealt with an injury, handicap or a situation that puts them against the odds, the award is in honour of the late Jim Dowsley who founded the Leader Local Sports Stars program.

There is one winner for this award and they will receive a \$300 Sportsmart voucher and a trophy.

5.5. The Local Sports Stars National Winner in each category, where there is such a national category, is determined by a judging panel. There will be a total of 5 national prize-winners (including 2 teams).

5.6. There will be a total of 43 prizes awarded for NSW:

- Junior Sports Star Individual:
1 winner per participating publication (19 in total), 1 overall state winner
- Junior Sports Star Team:
1 overall NSW winner
- Young Sporting Spirit Individual:
1 winner per participating publication (19 in total), 1 overall state winner
- Young Sporting Spirit Team:
1 overall NSW winner
- Service to Sport:
overall NSW winner

5.7. There will be a total of 85 prizes awarded for VIC:

- Junior Sports Star Individual:
1 winner per participating publication (26 in total), 1 overall state winner
- Junior Sports Star Team:
1 overall VIC winner
- Young Sporting Spirit Individual:
1 winner per participating publication (26 in total), 1 overall state winner
- Young Sporting Spirit Team:
1 overall VIC winner
- Service to Sport:
1 overall VIC winner
- Senior Sports Star Individual
1 winner per participating publication (26 in total), 1 overall state winner



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- Jim Dowsley Award
1 overall VIC winner

5.8. There will be a total of 37 prizes awarded for QLD:

- Junior Sports Star Individual:
1 winner per participating publication (16 in total), 1 overall state winner
- Junior Sports Star Team:
1 overall QLD winner
- Young Sporting Spirit Individual:
1 winner per participating publication (16 in total), 1 overall state winner
- Young Sporting Spirit Team:
1 overall QLD winner
- Service to Sport:
1 overall QLD winner

5.9. There will be a total of 13 prizes awarded for WA :

- Junior Sports Star Individual:
1 winner per North, South, Eastern & Hills, Central & West region (4 in total), 1 overall state winner
- Junior Sports Star Team:
1 overall WA winner
- Young Sporting Spirit Individual:
1 winner per participating publication North, South, Eastern & Hills, Central & West region (4 in total), 1 overall state winner
- Young Sporting Spirit Team:
1 overall WA winner
- Service to Sport:
1 overall WA winner

5.10. There will be a total of 5 prizes awarded Nationally

- Junior Sports Star Individual
- Junior Sports Star Team
- Young Sporting Spirit Individual
- Young Sporting Spirit Team
- Service to Sport

6. Prizes on offer

- 6.1. Total prize pool value is up to \$61,200.00 AUD (including GST) as at 2 March, 2017.
- 6.2. All cash prizes will be paid by cheque or electronic funds transfer, at the discretion of the Promoter.
- 6.3. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 6.4. Prizes cannot be transferred, exchanged or redeemed for cash.
- 6.5. Prizes will be awarded to the person named as the nominee or for teams, the team manager.
- 6.6. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 6.7. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If a nominee under 18 years of age wins



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a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.

- 6.8. Prize must be taken within 3 months of the awards by end of January, 2018. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 6.9. If the winner has not claimed the prize by end of January, 2018, then he or she will forfeit the prize and the prize will be awarded to the valid entry submitted in accordance with these terms and conditions that is judged by judging panel to be the next most skilled athlete/team in one's category. The winner of the unclaimed prize will be notified by telephone or email within two days of the date on which they are judged to be the unclaimed prize winner. Winner/s of prizes valued over \$250 will be published in each NewsLocal, Leader Community News, Quest Community News, Gold Coast Bulletin and Community Newspaper Group within 14 days of the date on which they are judged to be the unclaimed prize winner.
- 6.10. All prize values are in Australian dollars. The Promoter makes all reasonable efforts to send cheques in the names as specified in the original entry. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.

7. Judging

- 7.1. All aspects of the awards program are conducted at the premises of the Promoter in each participating state as follows:
 - NSW: 2 Holt Street, Surry Hills, NSW 2010
 - VIC: One Chapel Street, Blackburn, VIC 3130
 - QLD: 28 Mayne Road, Bowen Hills QLD 4006
 - WA: 34 Stirling Street, Perth WA 6000except that the national prizes will be judged at 2 Holt Street, Surry Hills, NSW 2010
- 7.2. The judging panel will consist of representatives from News Corp Australia's marketing and editorial departments, sporting talent and Local Sports Stars Partnership representatives who will assess the nominees, select finalists and determine the Local Sports Star award winners.
- 7.3. The National judging panel will consist of representatives from News Corp Australia's marketing and editorial departments, sporting talent and Local Sports Stars Partnership representatives who will assess the nominees, and determine the National Local Sports Star award winner.
- 7.4. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
- 7.5. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

8. Notification of winners

- 8.1. Announcement of publication and state winners will take place at a presentation in each participating state held during the month of October 2017.
- 8.2. Winners will be announced in all participating publications and on all participating publication websites post the presentation in October 2017.
- 8.3. The national winner will be announced in November 2017.



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- 8.4. Each national winner will be contacted and published in participating publications w/c 27 November 2017.

9. Further Terms and Conditions

- 9.1. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the nomination process or any other aspect of this competition.
- 9.2. Nationwide News Pty Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 9.3. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- 9.4. Any cost associated with accessing the promotional website is the nominating party's responsibility and is dependent on the Internet service provider used.
- 9.5. A nominating party found to be entering incorrect contact details, including incorrect email contact details, will have all of their nominations invalidated. The Promoter has sole discretion to determine if this clause has been breached by any person. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if a person has breached this clause. A nominating party or a nominee must provide any requested documentation to the Promoter upon request.
- 9.6. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 9.7. The Promoter reserves the right to re-determine the winner in the event of a nominee, claiming to be a winner, being unable to satisfy these Terms and Conditions.

10. Copyright, statutory guarantees, waiver and liability

- 10.1. During the nomination period (6 March, 2017 to 31 August, 2017), nominees may be contacted by the Promoter for editorial purposes.
- 10.2. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in or acceptance of the prize to appear in editorial, marketing or promotional content relating to the Local Sports Stars promotion in any year, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.



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- 10.3. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- 10.4. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. The remainder of this clause 10.4 applies subject to the Australian Consumer Law. The Promoter 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 any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 10.5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter 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 promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10.6. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent, except as set out or referenced in these Terms and Conditions.
- 10.7. All entries become the property of The Promoter.
- 10.8. The Promoter ("we") collects information about nominees and nominating persons (together "you"), including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy www.newscorpaustaliaprivacy.com.