

TERMS AND CONDITIONS

1. Eligibility:

- a. The naming competition is open to all individuals (including children).
- b. Employees, affiliates, and immediate family members of Southern Ports Authority (**the organising company**) are eligible to participate.

2. Entry Submission:

- a. To enter the competition, participants must submit their suggested name via the Survey Monkey link, as specified by the organising company and complete all required information before the deadline of 5pm (AWST) on 27 June 2023.
- b. Each participant may submit multiple entries.
- c. Entries must be original and should not infringe upon the intellectual property rights of any third party.

3. Intellectual Property:

- a. By participating in the naming competition, participants agree to transfer the intellectual property rights of their submitted entry to the organising company (and register the pilot boat with that name without further notice).
- b. The organising company reserves the right to modify, adapt, or use the winning entry and any other entries at its discretion, without any further compensation to the participants.

4. Judging and Selection:

- a. The winning entry will be selected by a panel of judges appointed by the organising company.
- b. The judging criteria, including creativity, originality, and suitability for the intended purpose, will be determined solely by the organising company.
- c. The decision of the judging panel is final and binding, and no correspondence will be entered into regarding the selection process.

5. Prize:

a. The organising company will provide a specified prize to the winner of the naming competition. The details of the prize will be communicated separately. The organising company may alter the prize in its discretion (including because it does not consider a specified prize suitable for an entrant of younger than 18 years). b. The prize is non-transferable and cannot be exchanged or redeemed for cash.

6. Publicity:

a. By participating in the naming competition, participants grant the organising company the right to use their name, likeness, and submitted entry for promotional purposes without any additional compensation.

7. Disqualification:

- a. The organising company reserves the right to disqualify any participant found to be in violation of these terms and conditions or engaged in fraudulent activity.
- b. The organising company may, at its discretion, cancel, terminate, or modify the naming competition if any circumstances arise that are beyond its control.

8. Limitation of Liability:

a. The organising company, its affiliates, and its employees shall not be held responsible for any direct, indirect, incidental, or consequential damages arising out of participation in the naming competition or the use of the awarded prize.

9 Governing Law

- a. These terms and conditions shall be governed by and construed in accordance with the laws of Western Australia.
- b. Any disputes arising out of or in connection with the naming competition shall be subject to the exclusive jurisdiction of the courts of Western Australia.

10. Agreement to Terms:

Participation in the naming competition constitutes full and unconditional agreement to these terms and conditions.