

TERMS AND CONDITIONS FOR LOCAL COUNCILS (and their representatives) ENTERING 2018 PEST FISHING COMPETITION

1.0 General;

- 1.11 The 2018 National Pest Fishing Competition will be held over a competition window from 20th October to 25th November 2018 allowing each individual participating Council to select the most suitable day and time for their community.
- 1.12 Official entries will close 28th September 2018.
- 1.13 These Terms and Conditions of Entry (Terms and Conditions) include the full information and instructions in the online nomination form and any award details. By submitting an Entry, Entrants agree to be bound by these Terms and Conditions.
- 1.14 CitySmart, its partners, sponsors, staff and contractors shall not be held liable for any reason whatsoever resulting from its adjudication in good faith of prizes awarded to participants.
- 1.15 This is an alcohol and drug free event.
- 1.16 A pest fish for the purpose of the 2018 National Pest Fishing Competition is one that is listed on the respective websites of each of the State and Territory governments of Australia during the period of this competition.
- 1.17 The disposal method of the pest fish will be in accordance with the relevant state government regulations and guidelines at the time of the 2018 National Pest Fishing Competition.

2.0 CitySmart's Obligations;

- 2.11 CitySmart will engage a local Fishing Club or alternative community group (The Club) to deliver the pest fishing day at the selected pest fishing site nominated on this entry form. A preferred Club can be nominated by Council.
- 2.12 Enlist support of State Department(s) of Environment/Agriculture and Fisheries to support the program and fish disposal processes (including necessary permits).
- 2.13 Provide registration portal for individual participants to register to fish on event day.
- 2.14 Create and host webpage for entire competition (all competition information and registration portal).
- 2.15 Liaise with The Club to provide guidance to coordinate all on the day logistics including lead up communication with participants, keeping records of fish caught on the day (including total weight and number plus number of individual fish per participant), site safety, clean-up of site post event.
- 2.16 Provide management templates for The Club (safety, food, fish disposal, organisation, council contacts, helpful hints).
- 2.17 Marketing and promotional material (electronic) for the Council and The Club to use for their marketing channels.
- 2.18 Advertise and promote the pest fishing event via media and social media platforms.
- 2.19 Promote and publicise winning participants and Councils.
- 2.20 Prepare media releases and contact media throughout the competition promoting all event(s).
- 2.21 Organise and manage Competition prizes and giveaways for all winners (prizes will be provided for the most pest fish caught and biggest pest fish caught by junior and senior category).

- 2.22 The winning Council in the 2018 National Pest Fishing Competition will be determined by the largest number of pest fish caught and total mass of fish caught. A state champion will also be recognised.
- 2.23 Display a national leader board publicising and promoting the results of each Council site entered (displayed on the event webpage).
- 2.24 CitySmart will ensure that it does not do, or cause anything to be done, which brings the Council into disrepute or adversely affects the reputation of the Council.
- 2.25 CitySmart must take out and keep current at its expense:
 - Employer indemnity and workers compensation insurance as required by the applicable State legislation governing the compensation and rehabilitation of injured workers
 - public and product liability insurance for \$20,000,000 and including all parties as an additional insured in relation to this Agreement.

3.0 Council's Obligations;

- 3.11 Council will choose an appropriate and safe venue with an identified pest fish problem for the competition to be held.
- 3.12 Council will choose the most suitable day to hold the National Pest Fishing day within the competition window (clause 1.11).
- 3.13 Council will provide promotion of the competition through their own marketing and social media channels where possible.
- 3.14 Council will liaise with The Club who is running the competition to ensure safety of site and that all necessary precautions are in place.
- 3.15 Council will liaise with The Club to determine appropriate fish disposal areas and disposal methods.
- 3.16 Council agrees to seek approval from CitySmart for all instances where the 2018 National Pest Fishing artwork and logo is to be used by the Council.
- 3.17 Council will ensure that it does not do, or cause anything to be done, which brings CitySmart into disrepute or adversely affects the reputation of CitySmart.
- 3.18 Council must hold and keep current at its expense:
 - Employer indemnity and workers compensation insurance as required by the applicable State legislation governing the compensation and rehabilitation of injured workers
 - public and product liability insurance for \$20,000,000 and including all parties as an additional insured in relation to this Agreement.
- 3.19 Council has the option to provide educational activities and promote its aligned programs to participants on the day through workshops, promotional material, signage and expert advice (these would be provided at Council's cost).

4.0 The Club's Terms and Obligations;

The Club will be responsible for all operations and activities on the day including;

- 4.11 Provide a registration desk for all participants on the day to sign-in.
- 4.12 Provide assistance to all participants including advice on how to catch, remove hooks and dispose of all pest fish caught.
- 4.13 Promotion of the engagement to customers or members of The Club through the Clubs normal communication channels.
- 4.14 Set up signage and fish disposal areas (as determined the local Council).
- 4.15 Keep records of fish caught on the day (including total weight and number plus number of individual fish per participant).
- 4.16 Clean up the site and ensure all pest fish caught are disposed of in the agreed manner (as determined by Council).

- 4.17 The Club agrees to follow all site safety directions during set up and delivery of the event(s) outlined in this agreement (Liaise with local Council on ensuring safety of site and all precautions are in place).
- 4.18 The Club agrees and completes all required documentation to ensure the event is delivered in a safe and effective manner (documents may include risk assessment, run sheet, emergency procedures, incident reports, sign on sheets etc.).
- 4.19 Fishing Club must hold and keep current at its expense:
- Employer indemnity and workers compensation insurance as required by the applicable State legislation governing the compensation and rehabilitation of injured workers.
 - Public and product liability insurance for \$20,000,000 and including all parties as an additional insured in relation to this Agreement.
- 4.20 In addition the club has the rights to offer additional activities to service the participants on the day including but limited to fundraising activity such as sausage sizzles, canteen and coffee van (at The Club's own cost).

5.0 Participants Terms and Obligations;

- 5.11 All children under 18 years must remain under constant adult supervision throughout the event.
- 5.12 Registration forms must be submitted online or signed by the participant or supervising adult (for children under 18 years) before the participant can begin.
- 5.13 Participant Registration. Registration is on a first come first served basis, and CitySmart in consultation with the Council reserves the right to limit the number of entrants at any time. Pre-registration can be completed online at citysmart.com.au
- 5.14 Participants agree to have their names disclosed for the opportunity to win prizes and publicity purposes.
- 5.15 Participants agree to photographs being taken for publicity purposes.
- 5.16 Participants must register at least 4 working days prior to the scheduled pest fishing day.
- 5.17 Participants can win only one prize during the competition.
- 5.18 All participants will receive a wrist band on registration and must have this visible at all times to be eligible to receive a prize.
- 5.19 Fishing is restricted to the site nominated by Council.
- 5.20 No fish are to be caught prior to the scheduled start time or after the scheduled conclusion.
- 5.21 Participants are encouraged to bring their own fishing equipment (no nets or motorised equipment is permitted to catch fish unless agreed to in advance between The Club and CitySmart).
- 5.22 Only one barbless hook is permitted to be attached to each line.
- 5.23 Only one fishing line and rod per participant are allowed in the water at any one time.
- 5.24 All fishing lines are to be supervised at all times.
- 5.25 Participants must present all noxious and pest fish caught to record keepers at the registration desk as soon as practical after landing.
- 5.26 Participants must provide record keepers with their name when presenting their catch.
- 5.27 All by-catch (non-noxious and pest fish) must be returned to the water as soon as practically possible.
- 5.28 Respective Councillors, competition organisers and their immediate families are not eligible to enter the competition.
- 5.29 Participants and adult supervisors must acknowledge that fishing is an activity which contains elements of risk and danger.
- 5.30 Participants and adult supervisors must accept full responsibility for their own safety and that of competing children under their care and the risks and consequences of participating in any organised event.

- 5.31 Any breach of these rules may lead to participants being disqualified from the event at the organiser's discretion.
- 5.32 Where required under state law participants may need to acquire relevant fishing licences or permits.
- 5.33 Poor conduct or behaviour will not be tolerated and persons behaving inappropriately will be asked to leave the competition and will not be eligible for a prize.
- 5.34 No drugs or alcohol are to be permitted onto the site.

6.0 Insurance obligations

- 6.11 Brisbane Green Heart CitySmart Pty Ltd expressly excludes liability for any claims for damages arising out of the negligence of fishing clubs and other Councils. If clubs or The Council are employing persons to work at their event, a copy of a current Work Cover policy must be provided.
- 6.12 Brisbane Green Heart CitySmart Pty Ltd or its insurers, in any circumstances for negligence claims will extend no indemnity to Fishing Clubs, participants and other councils.
- 6.13 Fishing Clubs, participants and other Councils participate at their own risk. The onus is upon organiser to have appropriate licenses and comply with Local and State Health and Safety Regulations.

7.0 Event Cancellation

- 7.11 Wet Weather. In the case of adverse weather conditions, The Council will make the final call as to whether or not to cancel the event.
- 7.12 The event will only be cancelled in the case of dangerous adverse weather conditions.
- 7.13 Event Cancellation is determined by the participating Council only. Participants will be notified by 6.00am on event day if the event is to be cancelled.
- 7.14 Should the event organisers find it necessary to cancel the event, it is understood that CitySmart shall not be liable to the Council, Fishing Club or participant for any compensation whether on the grounds of loss of profits or otherwise in respect of such cancellation.

8.0 Confidentiality

Both Parties agree to treat this Agreement as confidential and not to disclose, duplicate or use, anything contained in or the subject of, this Agreement. Where, in the normal course of an open and positive partnership, discussion is held in relation to marketing strategies or other commercially sensitive information; this same information shall be treated as confidential by both parties.