

QLD KIDS FISHING CLASSIC TERMS & CONDITIONS

Please read these terms and conditions carefully prior to registering to enter the Qld Kids Fishing Classic. Registering for the Qld Kids Fishing Classic constitutes your acceptance of these terms and conditions.

1. Competition Date

1.1 The Qld Kids Fishing Classic is held from 7th December 2024 – 22nd December 2024

2. Definitions

In these terms and conditions, the following terms will have the corresponding meaning: Activity means any undertaking by an Entrant to the Qld Kids Fishing Classic in order to complete the tasks as part of the competition.

Competition means the Qld Kids Fishing Classic (referred to as the Qld Kids Fishing Classic) being held 7th December 2024 – 22nd December 2024 in the Queensland Area and facilitated by 2 Bent Rods.

Entrant means the person who enters the competition and is aged between 3 and 17 years of age. Judge means the persons responsible for adjudicating and deciding the winners of this competition and will be comprised of representatives from 2 Bent Rods and their sponsors.

Prize means the awarded goods or vouchers issued by the judges for the categories outlined. The nature of these prizes is entirely up to the judge's discretion. Third Party Provider means a party which operates or controls an Activity, or part of an Activity.

Venue means any location or place in which you can legally fish and do so for the purpose of this competition.

You / Your means the person registering on behalf of the child/children (under 18) participating in the activity.

3. General

3.1 Information on how to enter the Qld Kids Fishing Classic forms part of these Terms and Conditions.

3.2 Entering for the Competition deems acceptance of these Terms and Conditions.

3.3 To the extent of any inconsistency between these Terms and Conditions and any other reference to this Competition, these Terms and Conditions will prevail.

3.4 To be eligible, all Entrants must fulfil the requirements set out below.

3.5 Entry into the Competition costs \$30.

4. Eligibility Criteria

4.1 The Competition is open to ages 3-7, 8-12 and 13-17 years of age as at the time of the competition.

4.2 All entrants under 18 years of age must have parental permission before entering for the Competition.

4.3 Entrants are to follow the instructions for the Competition as provided by the facilitating organiser.

4.4 Entrants must have the required permits to fish at the venues.

5. Entry to Competition

5.1 Entry is via the Two Bent Rods app. All entries must be submitted via the Two Bent Rods App.

5.2 Entrants may submit any size fish, even if they are undersize (all undersized fish to be released, unharmed after photo)

5.3 Entry into the Competition will be from 12:01am AEST 7th December 2024 to 11:59pm AEST – 22nd December 2024.

5.4 Entries received outside the above timeframes will not be accepted.

5.5 The Judges reserve the right to disqualify any Entrant who tampers with the entry process or any other aspect of this Competition.

6. Entry Rules

6.1 Entrants must be aged between 3 and 17yrs of age.

6.2 Entrants must abide by the general fishing rules as per Fisheries Qld guidelines.

6.3 Entrants must ensure that tilapia, carp & other pest or noxious species are not returned to the water.

6.4 Entrants must euthanise & dispose of all pest species as per Biosecurity Queensland guidelines

6.5 Entrants may fish from land, kayak or boat. Inshore fishing only. Offshore is out of bounds. No charter boat fishing.

6.6 Entrants must have approval or permission to fish from private property.

6.7 Entrants are not permitted to fish in a No Fishing area.

6.8 Entrants over 18yrs must purchase a SIPS permit if fishing from a stocked impoundment.

7. Assumption of Risk

7.1 You acknowledge that the Competition task(s) You choose to undertake may be dangerous and may result in Your injury or death or damage to or loss of Your personal property.

7.2 You fully and willingly accept and assume all risks that may arise out of or result from Your participation in the Activity.

8. Medical Advice

8.1 Before undertaking the Activity, You must seek independent medical advice to determine whether You have any health-related issues which might cause You to not undertake the Activity.

8.2 You accept that the organiser is not able to provide You with the advice referred to in clause 8.1 and that the organiser will assume that You have received and acted upon the advice referred to in clause 8.1 before agreeing to these terms and conditions.

9. Third Party Providers

9.1 You acknowledge that some Activities are operated and controlled by Third Parties.

9.2 You acknowledge that the organiser or Third Parties may require you to sign an additional release on the date of the Activity, prior to undertaking the Activity.

9.3 You agree that you will obey and will comply with all rules and directions made or given by the Third Party Provider in connection with the booked activity. If you fail to comply with the Third Party Provider's rules and/or directions, you will not be permitted to continue the booked activity.

10. Insurance

10.1 You acknowledge that You have the opportunity to obtain personal accident and life insurance prior to undertaking the Activity and agreeing to these terms and conditions.

11. Payment for Damages

11.1 You agree to reimburse the organiser for the amount it would cost to replace anything belonging to the organiser which You damage in the course of the Activity.

12. Waiver

12.1 You agree to waive, to the extent permitted by law, any right to claim which You, Your insurer or any other person may have or which may arise in the future against the Organiser, its officers, employees, agents, suppliers, contractors, volunteers and insurers in relation to You undertaking the Activity.

13. Indemnity & Release

13.1 You agree to release to the full extent permitted by law and to indemnify and keep indemnified the Organiser, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for death of or injury to You or loss of or damage to Your property and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in any way associated with You undertaking the Activity.

13.2. The indemnity and release referred to in Clause 13.1 applies whether or not the injury, death, loss or damage arose as a result of anything You are authorised or obliged to do by the Organiser or anything to which the Organiser has consented to or approved.

14. Photography Consent

14.1 You give consent to the Organiser to make and/or retain an image or images of You or an individual for whom You have authorised decision-making responsibility and You authorise the Organiser's use or reproduction of such images for the purposes of publishing materials related to the activities, programs and services of the Organiser without acknowledgment and without being entitled to remuneration or compensation.

15. Winner Selection

15.1 Winners of the Competition will be determined by the 2 longest fish in each species for each age category. One winner from each age group will be selected from eligible entries for each category: In the event of a tie, the entrant who submitted both of their fish first will be the winner. If nobody catches 2 fish of that species, the winner will be determined by the next longest fish. An entrant can win a maximum of 2 species category prizes.

- a) Bream
- b) Whiting
- c) Flathead
- d) Mangrove Jack
- e) Golden Perch
- f) Silver Perch
- g) Snapper
- h) Bass
- i) Carp
- j) Tilapia
- k) Barred Javelin
- l) Freshwater Catfish/Eeltailed Catfish

Most species entered

Most fish entered

1 lucky draw prize – chosen from all entrants

15.2 You must provide Your name and a valid contact phone number and email address to be eligible for selection.

15.3 The winners will be announced via the 2 Bent Rods Facebook on Monday the 23rd December 2024 and notified by email after this date.

16 Prizes on offer

16.1 Prizes for each of the thirty-two categories listed comprise of goods, services, vouchers or items to the value of at least \$50.00 for sub-junior prizes, \$100.00 dollars for junior prizes and \$150 for senior prizes.

16.2 The exact nature and composition of the Prize awarded for each of the thirty-two categories will be determined at the sole discretion of the Judges for this competition - 2Bent Rods and a representative from their sponsors.

16.3 If the Organiser is unable to contact the winner/s within 48 hours to claim a prize, or if a winner is unable to attend to collect a Prize, that winner will forfeit the Prize in its entirety.

16.4 Prizes will be available for collection upon arrangement with 2Bent Rods and /or sponsors.

16.5 2 Bent Rods will provide the winner with details to organise the collection of a prize.

16.6 If a winner is unable to collect a Prize two weeks after being contacted by email they will forfeit the Prize in its entirety.

16.7 Any prizes to be posted will be done so after the completion of the competition, whether by 2 Bent Rods or Sponsors.

16.8 If a prize is unavailable for whatever reason, the Organiser reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

16.9 Prizes are not transferable, exchangeable or redeemable for cash or other services.

16.10 All decisions regarding Prize draws are final, and no correspondence will be entered into.

17 Jurisdiction

17.1 These terms and conditions shall be governed, constructed, and interpreted in accordance with the laws in force in the state of Queensland.

18 Survival 18.1 Any of these terms and conditions which are capable of having effect after the completion of the Activity (including provisions relating to indemnities and waivers) must remain in full force and effect following the completion, expiration, termination or cancellation of the Activity.

19 Surrender of Substantial Rights

19.1 YOU ACKNOWLEDGE THAT YOU WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND THAT THE PURPOSE OF THESE TERMS AND CONDITIONS IS TO EXCLUDE TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL LIABILITY OF THE ORGANISER FOR YOUR DEATH OR INJURY AND FOR LOSS OF OR DAMAGE CAUSED TO YOUR PERSONAL PROPERTY and You agree that these terms and conditions must be interpreted to achieve that purpose and in any dispute, must be interpreted against You in favour of the Organiser.

19.2 You acknowledge that you have the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.

20 Reading Down

20.1 To the extent that any of these terms and conditions is held to be illegal, invalid or unenforceable, it must be read down to the extent that all other terms and conditions remain enforceable at law.

21 Dispute Resolution

21.1 The Organisers decision is final. No dispute will be entered into.

22 General

22.1 The Organiser reserves the right to amend these Terms and Conditions if this Competition cannot be run as originally planned. The Organiser may also cancel or suspend this Competition if an event beyond their control corrupts or affects the administration security, fairness, integrity, or proper conduct of this Competition.

22.2 The organiser (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Organiser's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner; (f) any travel or costs associated with collecting the prize; or (g) use of the prize.