Cranes Lift Australia

"I Helped Build That" or "Project" – Submission

Terms and Conditions

By submitting photographs, videos, text or other material (**Submission**) to The Crane Industry Council of Australia (ABN 73 002 565 773) (**CICA**) for the *Cranes Lift Australia* campaign, you (as a **Participant**) agree to the following Terms and Conditions.

1. Eligibility

Eligible Participants must be:

a) a current member of CICA; or

b) an employee of a current CICA member company; or

c) a Person Conducting a Business or Undertaking (**PCBU**), featuring the work of a current CICA member company.

CICA reserves the right to verify a Participant's membership or employment with a CICA member before accepting or publishing a submission.

Submissions from Participants that are not CICA members or employees of CICA members may be declined.

2. Submission Process and CICA Discretion

CICA may require further information, evidence of permission or amendments to a Submission before it is accepted or published. Submission of material does not guarantee acceptance, publication, continued display or inclusion in any campaign materials.

3. Permission to Submit and Participant Warranties

By making a Submission, you confirm and warrant that:

a) you are the creator of the material, or you have the authority and permission to submit it;

b) you have obtained any necessary approvals from your employer, the principal contractor, project owner, client, or other relevant PCBU, where required;

c) you have the right and authority to grant the licence and consents set out in these Terms and Conditions;

d) the Submission does not breach any confidentiality agreements, contractual obligations, privacy obligations, intellectual property rights, site-specific restrictions or other third party rights;

e) the Submission is original or you have obtained all necessary licences, consents and permissions to submit it and allow CICA to use it in accordance with these Terms and Conditions;

f) the Submission is not misleading, deceptive, defamatory, offensive, discriminatory, unlawful or otherwise unsuitable for publication by CICA;

g) the Submission does not depict unsafe work practices, non-compliance with applicable laws, standards or site requirements, or conduct that could reasonably be interpreted as endorsing unsafe work.

4. Safety First

CICA promotes safe work practices across the crane industry.

By submitting material, you declare that, to the best of your knowledge, the work shown was undertaken in accordance with applicable workplace health and safety legislation, relevant standards, site requirements and safe systems of work.

You also confirm that you have taken all reasonably practicable steps to ensure the Submission does not depict unsafe practices or behaviour that could reasonably be interpreted as endorsing unsafe work.

CICA may review Submissions, including from a technical or safety perspective, before or after publication. Any such review is for campaign moderation purposes only and does not constitute certification, endorsement, approval or verification by CICA that the work, equipment, lift plan or practices shown comply with applicable laws, standards or technical requirements.

5. Publication, Replacement and Removal of Submissions

"I Helped Build That" Entries

a) Only one active "I Helped Build That" entry per person is permitted at any time.

b) If an entrant submits a new "I Helped Build That" entry, the entrant's previous entry will be removed from display and replaced by the new submission.

c) CICA may edit submissions for clarity, length, grammar or consistency while preserving the substance of the entrant's story.

Project Display Period

Projects featured as part of the *Cranes Lift Australia* campaign will only remain on public display for the period reasonably required to showcase the project.

Once a project has been completed, CICA may remove the project and associated content from the campaign website, social media channels or other promotional material after a reasonable period. CICA is not obliged to keep completed projects permanently available or displayed.

Removal from public display does not require CICA to delete archived, backup, internal record-keeping or already published campaign materials, unless required by law.

6. Accuracy of Information

You confirm that any information provided with your Submission is true and accurate to the best of your knowledge.

If circumstances change or you become aware that information provided is inaccurate, you agree to notify CICA as soon as practicable.

7. People Featured, Image Consents and Privacy

Where any person is identifiable in a photograph, video or other Submission, you confirm that you have obtained all necessary consents and permissions for that person's image, likeness, name, voice and/or statements to be collected, used, reproduced and published by CICA for the purposes of the campaign and related promotional activities.

You must not submit material featuring a person under 18 years of age unless you have obtained the consent of that person's parent or guardian and CICA has approved the Submission for publication.

CICA may collect personal information from or about you and individuals featured in a Submission, including names, contact details, employer details, images, likeness, voice, role, project details and other information included in or provided with a Submission. CICA may use and disclose that personal information for the purposes of administering, reviewing, moderating and promoting the campaign, including by publishing Submissions on CICA's website, social media channels, newsletters, presentations and other promotional materials.

Personal information will be handled in accordance with CICA's Privacy Policy, available on CICA's website. You must not include unnecessary personal information about any person in a Submission.

8. Intellectual Property, Editing and Moral Rights

You retain ownership of your Submission.

By submitting material, you grant CICA a non-exclusive, royalty-free, worldwide, perpetual and irrevocable licence to use, reproduce, publish, communicate, edit, crop, adapt, caption, format, modify and distribute the Submission across its publications, website, social media channels, newsletters, presentations, media releases, events and other promotional, educational or industry engagement materials.

CICA may edit Submissions for length, clarity, formatting, consistency, suitability, accessibility or campaign purposes, while seeking to preserve the overall substance and intent of the Submission.

To the extent permitted by law, you consent to CICA doing any acts or omissions in relation to the Submission that may otherwise infringe any moral rights you or any other person may have, including editing, cropping, adapting, formatting, captioning, publishing or not attributing the Submission.

CICA may, but is not required to, identify you, your employer, the relevant CICA member, the project name or project location when publishing a Submission. CICA may omit or amend attribution where it considers appropriate.

If a Submission is published online or on social media, you acknowledge that it may be viewed, shared, reposted, downloaded, commented on or otherwise used by third parties and that CICA may not be able to control or remove all copies once published.

9. Confidential, Sensitive and Prohibited Content

Submissions must not include:

a) confidential project information;

b) commercially sensitive information;

c) security-sensitive infrastructure details where publication is restricted;

d) personal information that should not be publicly disclosed.

e) material that is unlawful, misleading, deceptive, defamatory, discriminatory, offensive, obscene or otherwise unsuitable for publication;

f) material that promotes, depicts or appears to endorse unsafe work practices or non-compliance with applicable laws, standards or site requirements;

g) trade marks, logos, business names, signage, project names or third-party branding unless you have all necessary permissions and the inclusion does not imply endorsement by any third party unless expressly authorised;
h) material that disparages or may adversely affect the reputation of CICA, a CICA member, a client, principal contractor, project owner, supplier, competitor or other person.

10. Editorial Discretion and Campaign Status

CICA reserves the right to review, accept, decline, edit, crop, adapt, caption, format, remove, archive, suspend or not publish any Submission at its sole discretion and without giving reasons.

Submission does not guarantee publication.

The campaign is a promotional and industry engagement initiative and is not a game of chance or game of skill, unless CICA expressly states otherwise in separate terms.

11. No Endorsement or Certification

Publication of a Submission does not constitute certification, endorsement or verification by CICA that the work, equipment, lift plan or practices shown complied with all legal or technical requirements.

12. Liability and Indemnity

By submitting material, you acknowledge that you are responsible for obtaining any necessary permissions and approvals.

To the maximum extent permitted by law, neither CICA nor its officers, employees, contractors or agents are liable for any loss, cost, claim or damage arising from or in connection with the submission, review, publication, editing, rejection, removal, sharing, reposting, archiving or third-party use of any Submission.

You agree to indemnify CICA against any claims, losses, liabilities, costs and expenses arising from or in connection with your Submission, your breach of these Terms and Conditions, any breach of the warranties given by you, or any claim relating to copyright, moral rights, trade marks, confidentiality, privacy, defamation, misleading conduct, site restrictions or the absence of required permissions or approvals.

13. Withdrawal and Correction Requests

If a Submission is later found to have been published without appropriate authority, or CICA considers that publication may create safety, legal or reputational concerns, CICA reserves the right to remove the material from its platforms without notice.

If you wish to request correction or withdrawal of a Submission, you may contact CICA using the contact details provided for the campaign. CICA will consider the request but may not be able to remove all copies of content already published, shared, reposted, archived, backed up or distributed.

14. Changes to these Terms and Conditions

CICA may amend these Terms and Conditions at any time. Unless CICA states otherwise, any amended Terms and Conditions will apply to all Submissions from the date the amended Terms and Conditions are published or otherwise notified by CICA, including Submissions made before that date.

15. Governing Law

These Terms and Conditions are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria.

16. Acceptance

By submitting material to the *Cranes Lift Australia* campaign, you acknowledge that you have read, understood and agree to these Terms and Conditions.