

“STAEDTLER SECONDARY SCHOOL ART” PROMOTION 2022

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents currently enrolled in an eligible secondary school in Australia in years 7 to 12. For the removal of doubt, both public school students and private school students are eligible to enter the promotion so long as their school is an officially recognised secondary education level school that is registered with the Department of Education and Training and they receive an invitation from the Promoter inviting them and their students to enter this promotion. Further to this, individuals who are officially registered as homeschooled are also eligible to enter.
3. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Conditions of Entry. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.

Promotional Period

5. Promotion commences on 24/05/2022 and final entries close at 11:59pm AEST on 21/06/2022 (**“Promotional Period”**).
6. There are three (3) components to this promotion, the Staedtler’s choice component (**“Staedtler Artist of the Year Component”**), the people’s choice component (**“People’s Choice Component”**) and the school prize pack component (**“Staedtler School Prize Pack Component”**).

Entry Instructions

- 7 To be eligible to enter the promotion, students must create a piece of artwork that they are proud of and take a photograph of that artwork (**“Photograph”**). For the removal of doubt, the artwork created by the student can be a piece of artwork that was created prior to the Promotional Period, however it must be a piece of artwork created by the student themselves. The artwork submitted in the Photograph must be on paper or canvas and be produced using traditional methods such as paint, pencils or pens. **Digital artwork will NOT be accepted.**
- 8 To enter, individuals must complete the following steps during the Promotional Period:
 - a. Visit the Staedtler Secondary School Competition Page at <http://www.staedtler.com/au/artcompetition2022> (**“Competition Page”**);
 - b. Upload their Photographed artwork. Uploaded files must be submitted in accordance with competition requirements and must not exceed 100 MB file size; and then

- c. Input the requested details as prompted including the name of their school, email address, their full name and the year in which they are enrolled;
 - d. Submit the fully completed entry form.
- 9 Each entrant warrants to the Promoter that each Photograph submitted is an original creative work of the entrant that does not infringe the rights of any third party. Photograph must also comply with the provisions contained in clause 38.
- 10 Upon completion of the above steps, subject to verification by the Promoter, individuals will then have their Photograph uploaded onto the Competition Page for public voting for the purposes of the People's Choice Component. All entries (including the Photograph) will be reviewed by the Promoter for compliance with these Terms and Conditions. Entries that contain prohibited or inappropriate content or is otherwise in breach of these Terms and Conditions, as determined by the Promoter, will at the discretion of the Promoter be removed from the Competition Page. In addition, any entrant that submits such content will not be eligible to win.
- 11 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 12 Incomplete, indecipherable or illegible entries will be deemed invalid.
- 13 Only one (1) entry is permitted per person.
- 14 Winners will be announced on Friday, 08/07/2022 and be promoted via the Competition Page. The winner will be notified by email within 28 days of the closing date. If the winner cannot be contacted or does not claim the prize within 14 days of notification, the Promoter reserves the right to pick a replacement winner.

People's Choice Component - Voting Instructions

- 15 Voting is only open to residents of Australia aged 13 years or over.
- 16 Voting commences on 22/06/2022 and closes at 11:59pm AEST on 30/06/2022 ("**Voting Period**").
- 17 To vote, individuals must, during the Voting Period, visit the Competition Page, login to their personal Facebook account, follow the prompts to the voting page and click the "Vote" button corresponding to the entry they determine to be the most original and creative.
- 18 No prize will be awarded for the act of voting.

- 19 The Promoter reserves the right, at any time, to verify the validity of votes and voters (including a voter's identity, age and place of residence) and to disqualify any voter who submits a vote that is not in accordance with these Terms and Conditions or who tampers with the voting process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 20 The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts, including but not limited to social networking accounts; and/or (b) to disqualify any entrant (or invalidate his/her entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.
- 21 Multiple votes permitted, subject to the following: (a) each vote must be submitted separately and in accordance with voting requirements; and (b) a maximum of one (1) vote is permitted per person per entry. For the sake of clarity, individuals are eligible to vote for multiple entries, however, they may only vote for each entry once.

Staedtler's Artist of the Year Component

- 22 At the end of the Promotional Period, entries will be divided into the following two (2) categories for the purposes of the Staedtler's Artist of the Year Component, based on the year in which the student is enrolled: Junior Category years 7-9 or Senior Category years 10-12. Representatives of the Promoter will review each of the students Photograph entries based on originality and creative merit. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
- 23 The best valid entry from each category, as determined by the representatives of the Promoter will each win a \$1,000 Prepaid Visa Gift Card.
- 24 The second best valid entry from each category, as determined by the representatives of the Promoter will each win a \$500 Prepaid Visa Gift Card.
- 25 The third best valid entry from each category, as determined by the representatives of the Promoter will each win a \$100 Prepaid Visa Gift Card and a Staedtler prize pack valued at up to \$100 RRP.

People's Choice Component - Determination of Winners

- 26 Entries will be divided into the following two (2) categories for the purposes of the People's Choice Component, based on the year in which the student is enrolled: Junior Category years 7-9 or Senior Category years 10-12.
- 27 The entry, at the end of the Voting Period, in each category, that received the highest number of valid votes will win the major prize of a Staedtler Prize Pack valued at \$500 RRP. The Prize Pack will contain Staedtler products to the value of \$500 RRP. Exact Staedtler product will be determined by the Promoter in its absolute discretion.

- 28 In the event of a tie for a prize (in either category) between two (2) or more entries, the Promoter will judge each of these tied entries against each other, and the Promoter will select which tied entry will be deemed the winner of that prize. Each tied-entry will be judged based on the originality and creative merit of the Photograph submitted.

School Prize Pack Component

- 29 At the end of the Promotional Period, the Promoter will review the total number of student entries submitted and the school in which they nominated at the time of entry (as their school of enrolment). The Promoter will award the school with the highest number of student entries a Staedtler School Prize Pack valued at \$1,000 RRP. The School Prize Pack will contain Staedtler products to the value of \$1,000 RRP. Exact Staedtler product will be determined by the Promoter in its absolute discretion.
- 30 In the event of a tie between two (2) or more schools with the same highest number of student entries, the Promoter will make contact with a teacher at each eligible school and ask them to complete a 25 words or less promotional question by email. Each entry will be individually judged based on literary and creative merit and the Promoter will award the prize to the entry they deemed to be the best.

General

- 31 This is a game of skill and chance plays no part in determining the winners.
- 32 Any ancillary costs associated with redeeming a Prepaid Visa Gift Card are not included. Any unused balance of a Prepaid Visa Gift Card will not be awarded as cash. Redemption of a Prepaid Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the Prepaid Visa Gift Card
- 33 If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 34 The Promoter's decision is final and no correspondence will be entered into.
- 35 If for any reason a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
- 36 If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
- 37 Total prize pool value is \$5,200. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 38 Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 13, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 39 As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 40 Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 41 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 42 Any cost associated with accessing the Competition Page is the entrant's responsibility and is dependent on the Internet service provider used.
- 43 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.

- 44 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 Promoter'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 Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by a winner or entrant; or
 - (f) use of a prize.
- 45 The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.staedtler.com.au/en/policies/>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
- 46 Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
- 47 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 48 **The Promoter is Staedtler (Pacific) Pty Ltd (ABN 24 000 023 692) of Level 3, 18 Aquatic Drive, Frenches Forest NSW 2086.**