

“STAEDTLER ARTIST OF THE YEAR” PROMOTION 2025 Terms & Conditions

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 **residents and citizens of New Zealand**.
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.

Promotional Period

5. Promotion commences on 1/7/2025 and final entries close at 11:59pm on 31/07/2025 (“**Promotional Period**”).
6. There are three (3) components to this promotion. Follows an age group classification; the Staedtler’s Junior component (“**Staedtler Junior Creators Artist of the Year Component**”), the Teen component (“**Staedtler Budding Artist of the Year Component**”) and the Adult component (“**Staedtler Adult Artisans Artist of the Year Component**”). For age groups on each component go to clause 15.

Entry Instructions

7. To be eligible to enter the promotion, entrants 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 entrant 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 person 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 Art Competition Page at
<http://www.staedtler.co.nz>

- (b) Upload their Photographed artwork. Uploaded files must be submitted in accordance with competition requirements and must not exceed 100 MB file size or email to write.nz@staedtler.com ; and then
 - (c) Input/send the requested details as prompted including their full name, email address and age on the date they entered the competition in the online entry form
 - (d) Submit or print off and email with entry 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 26.
10. Upon completion of the above steps, 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, 6/9/2025 and be promoted via the Competition Page and through Staedtler New Zealand social media sites. The winner will be notified by email within 40 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, the Promoter reserves the right to pick a replacement winner.

Staedtler's Artist of the Year

15. At the end of the Promotional Period, entries will be divided into the following three (3) categories for the purposes of the Staedtler's Artist of the Year Component, based on the year of birth: Junior Category years 1-12, Teen category 13-17, or Adult Category years 18+. Representatives of the Promoter

will review each of the Photographic 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.

16. The best valid entry from each category, as determined by the representatives of the Promoter will each win a \$500 Prezzy Card Plus \$100 Gift Pack (RRP).
17. The second-best valid entry from each category, as determined by the representatives of the Promoter will each win a STAEDTLER Gift Pack to the value of \$350 (RRP).
18. The third best valid entry from each category, as determined by the representatives of the Promoter will each win a STAEDTLER Gift Pack to the value of \$200 (RRP).
19. From the winners of each group, the judges will choose an overall winner who will then become the 'STAEDTLER ARTIST OF THE YEAR 2024' and will receive an additional \$500 Prezzy card.

General

20. Any ancillary costs associated with redeeming a Prezzy Card are not included. Any unused balance of a Prezzy Card will not be awarded as cash. Redemption of a Prezzy Card is subject to any terms and conditions of the issuer including those specified on the Prezzy Card.
21. 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.
22. The Promoter's decision is final, and no correspondence will be entered into.
23. If for any reason a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
24. 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.
25. Total prize pool value is \$4,100.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
26. 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 1994* (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.

- 27. As a condition of entering this promotion, each entrant grants the Promoter, its affiliates, and sub-licensees' permission to use their artwork for promotional, marketing or publicity purposes **[only]**, in any media, without compensation, restriction on use, attribution or liability.
- 28. 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.
- 29. 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.
- 30. Any cost associated with accessing the Competition Page is the entrant's responsibility and is dependent on the Internet service provider used.
- 31. 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, unauthorized 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.

32. STAEDTLER (NZ) Ltd may collect your personal information (name and contact details) for the purpose of administering and processing the competition only. Any personal information collected as part of this Competition will be held by STAEDTLER (NZ) Ltd in accordance with its obligations under the Privacy Act 2020. You have the right to access, update and correct any of your personal information. To access or request correction of your personal information please contact Write.NZ@staedtler.com.
33. 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.
34. 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, because of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
35. STAEDTLER is entitled to cancel or terminate the competition at any time. This applies if.
 - a) the terms of use or policies of Facebook or Instagram are changed during the competition and the competition would no longer be allowed to be run under the then-current Facebook or Instagram terms,
 - b) technical problems make this necessary, or manipulations are detected or otherwise a proper execution of the competition is no longer ensured, in particular in the event of failure of hardware or software, programme errors, computer viruses, unauthorized interventions by third parties as well as mechanical, technical, or legal problems.
36. The Promoter of the Competition is the STAEDTLER (NZ) Ltd (NBN #9429000057929) whose registered office is at 9 Ashfield Road, Wairau Valley, Auckland, 0627, New Zealand