

Terms and Conditions: James Foley Competition Game of Skill - National

1. These terms and conditions (the “**Terms and Conditions**”) govern entry into the James Foley Competition (the “**Promotion**”) as organised by Story Box library Pty Ltd t/as Story Box Hub (ABN 56 165 506 507) (the “**Promoter**”).

Entry

2. Entry to the Promotion is only open to Australian schools (primary and secondary) who are either current StoryBox subscribers or prospective subscribers (the “**Entrant**”, “**You**”, “**Your**”). Entrants will submit entries on behalf of their school students which comply with these terms and conditions. Valid entry into the Promotion will be deemed to be an acceptance of these Terms and Conditions by the Entrant.
3. Employees (and their immediate families) of the Promoter, or agencies, suppliers or companies associated with the conduct of this Promotion, are ineligible to enter.
4. The Promotion commences and eligible Entrants can enter from 5 February 2025 at 7:00am AEDT and closes on 12 March 2025 at 4:30pm AEDT (the “**Promotion Period**”).
5. To enter, eligible Entrants must:
 - a. Visit **storyboxhub.com**;
 - b. Navigate to StoryTools, Series 3, Lesson 7: “From Sketch to Finished Art with James Foley”
 - c. Download the lesson plan for StoryTools, Series 3, Lesson 7: “From Sketch to Finished Art with James Foley ” and print the corresponding Activity document.
 - d. Have students watch Stellarphant on StoryBox Hub at <https://storyboxhub.com/stories/stellarphant>.
 - e. Provide the activity document to students and ensure they complete the StoryTools activity in class or at-home;
 - f. Complete the entry form (with all information entered correctly) which includes submission of your students’ sketches;
 - g. Consent to the collection, use and disclosure of your personal information in accordance with Paragraph 19 of these Terms and Conditions; and,
 - h. Submit your entry by emailing: competitions@storyboxhub.com.
6. Each student sketch entered will, subject to its compliance with entry requirements, be a valid entry of the Entrant (being the school). All entries must be wholly the original work of the Entrant’s students and not have been commercially published at the time of entry, and must not have received any prize in any previous competition of a similar nature prior to the submission date for this competition.
7. All valid entries received during the Promotion Period will be individually judged by a panel appointed by the Promoter, having regard to the overall quality of the entry, including literary composition, creative merit and originality. This is a competition of skill and chance plays no part in determining the winner.

8. The panel of judges will choose the two (2) best valid entries from all valid entries received during the entry period of the Promotion. The winning entries will be announced on 19 March 2025.
9. The judges' decisions will be final and no communication or correspondence will be entered into regarding the selection or judging of the winning entries, including in the event of a dispute.

Prizing

10. Entrants may only win one (1) prize each in the Promotion. There are up to two (2) prizes to be won, being:

- a. **Major Prize:** Win an in-person visit to your school from James Foley and a 12 month Premium subscription (existing subscribers will be upgraded to a Premium subscription). As part of the Major Prize, James will be accompanied by the StoryBox Hub film crew to film a special reading of his new picture book, *Happy Barry, Capybara*, at your school!

Important Major Prize information: The school agrees to provide the film crew with access to a quiet, suitable location on the school grounds after regular school hours. This location must be indoors in the event of inclement weather.

The school further agrees to cooperate with StoryBox Hub in selecting up to five (5) to six (6) students to participate in the filming. The school will assist the Promoter in processing any necessary working permits for the selected students in accordance with applicable laws and regulations.

- b. **Minor Prize:** Win a virtual visit from James Foley to your school and a 12 month Premium subscription (existing subscribers will be upgraded to a Premium subscription),

(each a **Prize**)

11. Prizes must be claimed by Wednesday 26 March 2025.
12. Entrants and their students must be able to take the Major Prize on 2 April 2025 and the Minor Prize before November 2025 at a time mutually convenient to the winning school and James Foley. Dates and schedules of the Prize are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes. Prizes are not transferable or exchangeable and cannot be taken as cash.
13. Entrants must be able to facilitate the visit by James Foley component of the Major Prize and the Minor Prize including:
 - a. Providing a quiet venue at your school to conduct the relevant filming at a time after school hours. This location must be indoors in the event of inclement weather.
 - b. Procuring filming releases for all students put forward by the school to be featured in the filming; and,

- c. Any other requirements as notified to the Major Prize Winner by the Promoter.
14. If the Event is cancelled, no alternative Prize will be provided for the Event component of the Prize.
 15. The Major Prize is valued at: \$3,000. The Minor Prize is valued at \$2,000. The total prize pool is valued up to a maximum of \$5,000. The prize (including any unused portion) cannot be transferred, exchanged or redeemed for cash. The Promoter retains the right to substitute the prize with a prize of equal or greater value (including where the prize is unavailable). The prize must be taken as offered, and will not be transferable and may not be exchanged for cash.
 16. The winners will be notified in writing by email and by phone, and the winners' names will be published on storyboxhub.com.
 17. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its discretion to modify the terms of the Promotion including the prizes and these Terms and Conditions or cancelling the competition. Entrants will be notified via email of any modifications to these Terms and Conditions.

Use of entries

18. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.
19. By entering this Promotion, Entrants represent and warrant that:
 - a) you have acquired permission from each student's parent or guardian for:
 - i. their work to be submitted as part of this Promotion and used in accordance with these terms and conditions;
 - ii. their voice, name, image, location, content of their entry and any other information submitted to the Promoter being published in any form of media by the Promoter;
 - b) you authorize on behalf of each student the reproduction of that student's entry (without attribution) on any publications and products the Promoter may choose and the editing of the response to the Promotion Question prior to publication without consultation;
 - c) each entry is not, and its use by the Promoter (or its prize supplier and promotional partners) will not be, in breach of any third party intellectual property rights;
 - d) you have acquired express consents from each student pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (or its prize supplier and promotional partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant;
 - e) you will, at the Promoter's reasonable request and at the Promoter's cost, at all times procure the doing/do all things (including signing all documentation) necessary to give full effect to the requirements of this clause; and,
 - a) you indemnify the Promoter against any loss resulting from breach of these warranties.

20. The Promoter reserves the right to validate and check the authenticity of entries and to disqualify any Entrant for tampering with the entry process, or who submit an entry that is not in accordance with these Terms and Conditions. Failure to comply with any of these rules will mean disqualification from the competition.
21. The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
22. Any tax liability arising as a result of accepting any prize is the responsibility of the winning Entrant.
23. The Promoter will not be liable for any injury, loss or damage of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with receiving, taking or using any prize except for any liability which cannot be excluded by law.

Personal information

24. The Promoter requires the Entrant's personal information in order to conduct the Promotion. If the Entrant does not provide the mandatory personal information requested then the Entrant will not be able to take part in the Promotion. By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion, announces the winners and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion, and to third parties as required by law (including authorities that regulate this Promotion).
25. By entering the Promotion, the Entrant consents to receiving from the Promoter future communications by email including newsletters, special offers and promotions from the Promoter unless otherwise advised by the Entrant. For more information about how the Promoter manages personal information please consult the Promoter's privacy policy at <https://storyboxhub.com/terms-and-conditions>.
26. You may direct any questions, concerns or complaints regarding these Terms and Conditions by contacting the Promoter via the details below:

Address: PO Box 292, Elwood VIC 3184

Email: competitions@storyboxhub.com