

Competition Terms and Conditions

Item 1	Promoter	<p>Boroondara City Council</p> <p>8 Inglesby Road, Camberwell VIC 3124</p> <p>ABN 83 441 314 965</p> <p>in partnership with</p> <p>Rotary Club of Balwyn</p> <p>P.O Box 125, Deepdene Mail Centre, Deepdene VIC 3103</p>
Item 2	Competition	<p>Boroondara Literary Awards 2024, including:</p> <ol style="list-style-type: none"> 1. Young Writers Competition; and <ol style="list-style-type: none"> (a) Junior Category; <ol style="list-style-type: none"> (i) Prose sub-category; and (ii) Poetry sub-category (b) Middle Category; and <ol style="list-style-type: none"> (i) Prose sub-category; and (ii) Poetry sub-category (c) Senior Category; <ol style="list-style-type: none"> (i) Prose sub-category; and (ii) Poetry sub-category. 2. Open Short Story Competition.
Item 3	Entry Period	<p>Entries open: 9:00 am AEST on Friday 8 March 2024.</p> <p>Entries close: 11:59 pm AEST on Friday 17 May 2024.</p>
Item 4	Entry Procedure	<p>1. Entry</p> <p>1.1. The Entrant must:</p> <ol style="list-style-type: none"> (a) complete the entry form online at https://www.boroondara.vic.gov.au/about-council/awards/boroondara-literary-awards; and (b) submit their Entry via 'Formstack'. The Promoter will collect the information using 'Formstack' and store Entry files using 'Dropbox Storage Integration'. Formstack and Dropbox Storage Integration are companies based in the United States of America (USA) where their servers are located.

Formstack's privacy policy is available on their website <https://www.formstack.com/legal/website-privacy-policy>
Dropbox Storage Integration's privacy policy is available on their website <https://www.dropbox.com/privacy>.

2. Requirements

2.1. The Entry must be:

- (a) an original literary work of the Entrant; and
- (b) unpublished (either in print or online) at the time of submission and remain unpublished until after the Boroondara Literary Awards Ceremony in September 2024.

2.2. Entries must comply with the word or line limit that corresponds to the category that the Entry is to be submitted to. The relevant categories and corresponding word and line limits are:

- (a) Young Writers Competition
 - (i) Junior Category
 - (A) Prose sub-category
Between 300-500 words
 - (B) Poetry sub-category
Less than 100 lines
 - (ii) Middle Category
 - (A) Prose sub-category
Between 500-900 words
 - (B) Poetry sub-category
Less than 200 lines
 - (iii) Senior Category
 - (A) Prose sub-category
Between 900 and 1,300 words
 - (B) Poetry sub-category
Less than 200 lines
- (b) Open Short Story Competition
Between 1,500 and 3,000 words

		<p>2.3. Entries will be deemed invalid where:</p> <ul style="list-style-type: none"> (a) The Entry has previously been awarded any prize in any past Boroondara Literary Awards competition; (b) The Entry (excluding the title) exceeds the word or line limit for the category in which the Entrant has submitted the Entry; (c) The Entry was not written by the Entrant; (d) The Entry does not satisfy the eligibility criteria specified in clause 3 for the category that the Entrant has submitted the Entry; (e) The Entrant submits the Entry in a category for which the Entrant is not eligible; or (f) The Entry is considered by the Promoter, in the Promoter's absolute discretion, to be offensive or of an inappropriate nature. (g) The Entry is generated by AI.
Item 5	Draw Detail	The Winner(s) will be selected by the judge or judges based on creativity and skill. The judge or judges' decision is final, and no correspondence or discussion will be entered into regarding the Competition.
Item 6	Winner(s) Notification	<p>Winners will be notified via email, telephone or post, using the contact details provided in the online entry form by Thursday 12 September 2024.</p> <p>The Winners will be formally announced at the Boroondara Literary Awards Ceremony.</p>
Item 7	Prize	<p>1. Prize Details</p> <p>The Prize includes:</p> <p>1.1. Young Writers Competition</p> <ul style="list-style-type: none"> (a) Junior Category <ul style="list-style-type: none"> (i) First prize in each sub-category is \$300.00; (ii) Second prize in each sub-category is \$200.00; (iii) Third prize in each of sub-category is \$100.00 (b) Middle Category <ul style="list-style-type: none"> (i) First prize in each sub-category is \$450.00; (ii) Second prize in each sub-category is \$300.00; (iii) Third prize in each of sub-category is \$150.00

		<p>(c) Senior Category</p> <p>(i) First prize in each sub-category is \$600.00;</p> <p>(ii) Second prize in each sub-category is \$400.00;</p> <p>(iii) Third prize in each of sub-category is \$200.00</p> <p>1.2. Open Short Story Competition</p> <p>(a) First prize is \$1,500.00;</p> <p>(b) Second prize is \$1,000.00; and</p> <p>(c) Third prize is \$500.</p> <p>1.3. Keith Carroll Award</p> <p>The 'Keith Carroll Award' Prize is \$500.00 and a commemorative pen.</p>
Item 8	Special Conditions	<p>1. Anonymous Entries</p> <p>1.1. Entrants are permitted to remain anonymous or use a pseudonym.</p> <p>1.2. If an Entrant wishes to remain anonymous or use a pseudonym, the Entrant must inform the Boroondara Literary Awards Co-ordinator by no later than 12 July 2024.</p> <p>1.3. If an Entrant wishes to remain anonymous or use a pseudonym and fails to comply with Special Condition 1.2, the Entry will be ineligible for a Prize.</p>

Terms

1. Definitions

Boroondara Literary Awards Ceremony means the invite-only award ceremony of that name which is to be held on or about Thursday 12 September 2024 at a location to be determined in the Promoter's absolute discretion.

Competition means the competition, including each category and sub-category, as specified in Item 2.

Draw Detail means the details specified in Item 5.

Entrant means any person who enters or purports to enter the Competition.

Entry means an original literary work created by an Entrant and submitted into the Competition.

Entry Period means the period specified in Item 3.

Entry Procedure means the procedure specified in Item 4.

Immediate Family Member means a person's spouse, ex-spouse, de facto spouse, parent or step-parent, child or step-child (whether natural or by adoption), grandparent or step-grandparent, sibling or step-sibling, first cousin, uncle, aunt, niece or nephew.

Item means an item in the Schedule of these Terms.

Prize means the prize specified in Item 7.

Promoter means Boroondara City Council as specified in Item 1.

Schedule means the schedule at the start of these Terms.

Special Conditions means the special conditions in Item 8.

Terms and Conditions means these terms and conditions as amended from time to time.

Winner means an eligible Entrant selected by the judge(s) from the Competition to receive the Prize.

Winner Notification means the procedure specified in Item 6.

2. **Acceptance of Terms and Conditions**

By entering this Competition, you, as the Entrant acknowledge and agree that:

- 2.1. Information on how to enter and the conditions of entry form part of these Terms and Conditions;
- 2.2. Participation in the Competition is deemed acceptance of the Terms and Conditions;
- 2.3. All Items may be subject to further conditions contained in attached clauses;
- 2.4. All costs associated with entering the Competition remain the responsibility of each Entrant;
- 2.5. All details provided by the Entrant are true and accurate.

3. **Eligibility**

3.1. **Open Short Story Competition**

- (a) Entry to the Open Short Story Competition is open to all Victorian residents.

3.2. **Young Writers Competition**

- (a) **Junior Category**

The Junior Category is only open to Entrants enrolled in primary school years 5 and 6, who live or study in Boroondara.

(b) **Middle Category**

The Middle Category is only open to Entrants enrolled in secondary school years 7, 8 and 9, who live, work or study in Boroondara.

(c) **Senior Category**

The Senior Category is only open to those Entrants enrolled in secondary school years 10, 11 and 12 or those Entrants aged fifteen (15) to eighteen (18) years old as at 1 January 2024, who live, work or study in Boroondara.

3.3. **General**

- (a) Employees of the Promoter or the Rotary Club of Balwyn and Immediate Family Members of employees of the Promoter or the Rotary Club of Balwyn are ineligible to enter the competition.
- (b) Entrants under the age of eighteen (18) years old must provide parental or guardian consent to enter the Competition. If Entrants under the age of eighteen (18) do not obtain such consent, their Entry will be deemed invalid.

4. **How to Enter**

4.1. To enter the Competition, the Entrant must follow the Entry Procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.

4.2. Entries will be deemed invalid if submitted outside of the Entry Period specified in Item 3.

4.3. Entrants must elect to enter either:

- (a) the Open Short Story Competition; or
- (b) the Young Writers Competition.

4.4. **Open Short Story Competition**

- (a) If the Entrant enters the Open Short Story Competition, the Entrant is only permitted to submit one Entry.

4.5. **Young Writers Competition**

- (a) If the Entrant enters the Young Writers Competition, the Entrant may submit up to:
 - (i) One Entry into the Prose sub-category; and
 - (ii) One Entry into the Poetry sub-Category.

5. Draw Details

- 5.1. The Promoter will select the Winner(s) following the procedure specified in Item 5.
- 5.2. The Promoter reserves the right to select reserves in case of an invalid Entry or ineligible Entrant.
- 5.3. Where applicable, a judge or judges will be appointed by the Promoter at its absolute discretion. The judge or judges' decision is final and binding on Entrants.

6. Winner(s) Notification

- 6.1. The Winner(s) will be notified by the procedure in Item 6.
- 6.2. The names of the Winner(s) will be published on Boroondara City Council website.
- 6.3. While best efforts will be made to contact Winners, a Winner will forfeit the Prize in whole, and another Entrant will be selected by the judge(s) to win the Prize, if:
 - (a) The Winner fails to respond within five days of the Winners Notification; or
 - (b) The Winner cannot be reasonably identified or notified and reasonable efforts made by the Promoter to identify and notify the Winner were unsuccessful.
- 6.4. Winners of any subsequent selection will be notified via the procedure specified in Item 4 within five days of the subsequent selection.

7. Prize

- 7.1. The Prize is specified in Item 7 and is to be paid via Electronic Funds Transfer.
- 7.2. The Prize value is the recommended retail value in Australian dollars and is correct at time of printing. The Promoter takes no responsibility for variations in the Prize value.
- 7.3. The Prize is not exchangeable or redeemable for cash or other prizes. The Prize is provided by the Promoter. Transport, parking and any other costs associated with redeeming the Prize are at the Winner(s)' expense.
- 7.4. The Prize is subject to availability, non-transferable and not exchangeable. The Promoter is not responsible or liable if for any reason beyond their reasonable control if any element of any Prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these Terms and Conditions. The Prize does not include any other costs of a personal nature not stated. The Prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.
- 7.5. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the Prize except for any liability that cannot be excluded by law.

7.6. The Promoter reserves the right to request proof of identity, proof of residency, proof of age and proof of Entry validity. Proof of identification, residency, age and Entry considered suitable for verification is at the absolute discretion of the Promoter. In the event that a Winner(s) cannot provide suitable proof the Winner(s) will forfeit the Prize in whole and no substitute prize will be offered.

(a) Without limiting clause 7.6, the Promoter reserves the right to contact the relevant schools of which Entrants in the Young Writers Competition attend to confirm the Entrant's eligibility.

7.7. The judge or judges reserve the right to not award a prize if they are of the opinion that all entries do not have sufficient merit to warrant a prize.

8. Privacy

8.1. By entering the Competition, the Entrant consents to any personal information collected being used by the Promoter for the purpose, or directly related purposes, of conducting the Competition.

8.2. The Entrant acknowledges that any personal information collected may also be used to update Council's customer databases to assist the Promoter in discharging its functions or providing services.

8.3. The Entrant acknowledges that some personal information collected may also be used and disclosed in the Promoter's marketing promotions and retail activities, or when exhibiting or publishing submitted entries and such use and disclosure may occur outside Victoria.

8.4. Any personal information collected will not otherwise be disclosed unless permitted or required by law.

8.5. The Entrant acknowledges that if the personal information is not collected, the Entrant's Entry may be invalid.

8.6. Requests to access or amend any personal information collected should be made to the Boroondara Literary Awards Coordinator at bla@boroondara.vic.gov.au.

8.7. The Entrant acknowledges and accepts that any Entry submitted to the Competition will be:

(a) collected and stored by the Promoter for the purposes of Council publications and use on the Council website or for other marketing purposes; and

(b) added to the Boroondara Literary Awards anthology.

9. Release and Indemnity

9.1. To the extent permitted by law, all Entrants release from, and indemnify the Promoter against all liability, cost, loss, or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal

injury, and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

10. **General**

- 10.1. All decisions and actions of the Promoter relating to the Competition and/or redemption of the Prize are exercised at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.
- 10.2. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected Entries or, for any technical malfunction of any communications network.
- 10.3. There are no charges to enter the Competition. Any costs arising directly or indirectly with entering the Competition are the Entrant's responsibility.
- 10.4. The Promoter reserves the right, at their discretion to:
 - (a) adjudicate on the eligibility of Entrants;
 - (b) disqualify any Entrant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third party's intellectual property rights; and
 - (c) modify, suspend, terminate or cancel the Competition, as appropriate.
- 10.5. The Promoter is not liable for any loss or damage suffered as a result of the online submission of the Entry. The Entrant is responsible for maintaining original copies of the Entries which are submitted.

11. **Intellectual Property**

- 11.1. The Entrant remains the owner of all intellectual property rights in any Entry submitted by the Entrant.
- 11.2. The Entrant agrees to grant to the Promoter a permanent, non-exclusive, irrevocable, royalty-free, worldwide licence to retain, use, publish, communicate, adapt and sub-licence any Entry submitted for Council purposes.
- 11.3. Where an Entry is published as permitted under these Terms and Conditions, the Entrant's name, state of residence and school (if applicable) will also be published by way of accreditation.
 - (a) Clause 11.3 does not apply, if the Entrant has elected to remain anonymous or use a pseudonym as permitted by Special Condition 1.
- 11.4. By entering the Competition, the Entrant warrants that they have obtained permission from any authorised persons (including but not limited to copyright, trade-mark, patent and/or design owners and individuals depicted in any photographs or images) to publish the Entry on the Promoter's website, or use the material in marketing, in print and/or electronically.

- 11.5. By entering the Competition, the Entrant indemnifies the Promoter against all and any actions, claims or damages, arising from unauthorised use of the Entry (including but not limited to infringement of intellectual property rights) that may be taken against the Promoter by authorised persons.
- 11.6. The Winner(s) agree to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The Winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.