

PAPERCHAIN BOOKSTORE MANUKA

Litlinks Competition

Terms and Conditions of Entry

www.actate.org.au/litlinks

Please read carefully.

A licence of your work to the Paperchain Bookstore, Manuka and the ACT Association of English Teachers (from hereon in known as ‘The Promoters’) is included.

Key Information

Entry is open to all ACT schools. Entrants must be in year 9, 10, 11 or 12. Each school may submit five entries from any category.

Entry is FREE. All entries must be submitted electronically.

Entries close at midnight at midnight on the advertised submission closing date. No responsibility will be taken for lost or late entries.

By entering this competition, entrants consent to having their work displayed and distributed for educational and commercial purposes (in CD-ROM and book form).

Entries must be submitted via a completed application form online, including acknowledgment of the entrant’s agreement to the terms and conditions, or the agreement of their parent/guardian, if they are under 18 years of age.

All submitted work (including artwork/photography) must be original work and all entrants must agree that their entries do not contain any material that infringes the rights of anyone else. Artworks may be created by another student/person, as long as credit is given below the image.

The decision of the judges, in relation to any aspect of the competition, is final and binding.

No correspondence will be entered into.

Entry Agreement

THIS IS AN AGREEMENT BETWEEN

The Promoters

AND

_____ of _____
Insert name of student *Insert address of student*

(From hereon in known as ‘The Participant’)

The Participant wishes to take part in the Litlinks Writing Competition and contributes his/her work to that competition in the terms of this Agreement.

The Work is the body of writing submitted by the Participant for judging in the abovementioned writing competition.

1. Warranty

The Participant warrants that:

- (a) he/she holds the intellectual property rights in the Work to grant the Licence to the Promoters
- (b) the Work does not infringe the intellectual property rights of any third parties and is a product of his/her own efforts with no outside assistance.
- (c) The Participant has not entered into any other agreement/s or arrangements preventing the Promoters from exercising their rights under this Agreement.

2. Licence

In consideration for participating in the aforementioned Litlinks Writing Competition, above, and subject to the terms of this Agreement, the Participant grants the Promoters and the Promoters accept, a non-exclusive, perpetual world-wide and royalty-free licence from the date of this Agreement to:

- (a) Do all things necessary to include the Work, in whole or in part, in the abovementioned competition and in distributing it in whole or in part, to all parties deemed as interested parties by the Promoters.
- (b) Use the Work, in whole or in part, for the promotion of the Promoters, jointly and severally, as well as the Litlinks Writing Competition
- (c) Use the Work, in whole or in part, for the purpose of education and training
- (d) Exhibit the Work, in whole or in part, as part of the aforementioned Litlinks Writing Competition and its aftermath
- (e) Store the Work, in whole or in part, as part of the aforementioned Litlinks Writing Competition, for the purposes of public access, education and preservation
- (f) Give a copy of the Work to public and private libraries for the purposes of education and preservation

3. Sub-licences

- (a) The Promoters undertake not to enter into any sub-licences in relation to this Agreement.
- (b) The Promoters will make a separate Agreement with any winning Participant regarding their usage of the Work in contracting to a third Party.

4. Moral Rights

The Participant warrants that he/she is the creator of the Work. The Promoters agree not to intentionally do anything in relation to the Work that results in a material distortion of, mutilation of, or other derogatory treatment of the Work that is prejudicial to the honour or reputation of the Participant and/or other creators of the Work.

The Participants, in exhibiting and using the Work as permitted by the Agreement, will acknowledge the creator(s) of the Work, unless the creator stipulates to the contrary.

5. Exhibition of the Work

Exhibition of the Work will be solely at the discretion of the Promoters

6. Payment

The Participant acknowledges that he/she has agreed to contribute his/her Work to the Paperchain Bookshop, Manuka and the ACT Association of English Teachers in accordance with this Agreement on a voluntary basis and that the use of the Work does not give the Participant any right to require payment or participation in the proceeds of the exploitation of the Work other than as specified in this Agreement.

7. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Australian Capital Territory.

8. Termination

Either party may terminate this Agreement by two (2) calendar months' notice in writing to the other party.

In the event that the Participant terminates this Agreement, the Promoters will cease to use the Work for any purpose and will use their best endeavours to return the copy of the Work to the Participant. The Participant agrees that the Promoters are under no obligation to return the copy of the Work to the Participant.

9. Use of the Participant's personal information and/or photographs

The Participant agrees that the Promoters may use his or her entry and any personal details/photographs provided to/procured for the Promoters for any promotional, marketing and publicity purposes of the Promoters in any media, without notice and without any fee being paid to the entrant.

10. Prizes

Decisions of the Promoters and/or the Judges are final and will be binding on each entrant. No correspondence will be entered into in relation to decisions of the Promoter and/or the Judges.

The total prize pool for this competition is \$AUD 5000, to be applied as follows: 1st prize is a publishing contract to the total value of \$AUD 1800. (The relevant publisher is to be announced after the genre is known.)

The remaining prize pool of \$AUD 3200 will be divided equally amongst the category winners, which will be determined after all entries have closed and categories identified. (i.e. there may be only a few categories or many categories, etc, for which entries have been received. This is an 'unknown' prior to the competition closure and the judging has commenced.)

11. Limitations

These eleven clauses make up the whole of the agreement between the Participant and the Promoters of this writing competition.

By filling in the entry form the Participant, or his/her parent/guardian, if he/she is under the age of 18 years, agrees to all of the terms and conditions within this Agreement.



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