



TERMS AND CONDITIONS QUT Promotional Activities

PART A - PROMOTION DETAILS GAME OF SKILL

This QUT Competition is conducted in accordance with the **Part A Competition Details** and the **Part B Terms and Conditions**.

PARTICULARS	
Competition Name	Stories by Digital Children: A storytelling competition for 5-12 year olds.
ITEM 1 Competition enquiries	All Competition enquiries can be directed to info@digitalchild.org.au
ITEM 2 Competition Description	The Stories by <i>Digital Children: A storytelling competition for 5-12 year olds</i> is a national competition open to young children, aged 5 to 12. The competition invites young children to submit a concept for a children's story based on a theme relating to Digital Citizenship. The theme for the 2024 competition is Getting the Balance Right with sharing information online. The competition winners will work with children's author Kim Maslin and an illustrator to create a published version of their story.
ITEM 3 Competition Period	Competition Start Date: 28 November 2024 Competition Closing Date: 28 February 2025. Entries will not be accepted after the Closing Date.
ITEM 4 Eligibility Requirements	To be eligible to enter the Competition, participants must: <ul style="list-style-type: none">• Be aged 5 to 12 years (or in a class with majority of children aged 5 to 12) as of the 30 June 2024• Living in Australia• Submit an entry with an original, unpublished story idea *Restrictions: Current QUT employees and their immediate family members are not eligible to enter this Competition. The Promoter reserves the right, at any time and in its absolute discretion, to (a) verify the eligibility of Participants (including a Participant's identity); and (b) disqualify any Participant that does not meet the eligibility requirements.
ITEM 5 How to enter	<ol style="list-style-type: none">1. To Enter this Competition, a Participant may submit one Entry. A person must not exceed the maximum number of permitted Entries.2. Any Entries submitted in excess of the maximum number of permitted Entries will be disregarded by the Promoter.3. If multiple Entries are permitted, each Entry must be submitted separately. Competition Entries must be submitted through our website https://www.digitalchild.org.au/competition-stories-by-digital-children/ between 9am AEST on 28 November 2024 and 11:59 pm AEST on 28 February 2025 . Competition Entries must comply with the following requirements :



TERMS AND CONDITIONS QUT Promotional Activities

	<ul style="list-style-type: none">• Entries must be submitted by using the forms on the webpage https://www.digitalchild.org.au/competition-stories-by-digital-children/. You can either upload a completed version of the template or type your answers in the online form and include a photograph of your drawing. <p>You can submit individual entries. You can also submit group entries according to the following:</p> <ul style="list-style-type: none">• 5-6 year olds – class entry and small groups of up to are permitted.• 7-8 and 9-12 year olds – small groups of up to 4 children. <p>The Promoter reserves the right, at any time and in its absolute discretion, to (a) verify the validity of any Entry; and (b) disqualify any Invalid Entry, or any Entry submitted not in accordance with these Terms.</p>
ITEM 6 Prize(s)	<p>There will be 3 prize(s) and 3 prize winner(s) – one per age group category.</p> <p>A winning entry will receive one (1) x session with author Kim Maslin via Zoom, one (1) copy of the completed book and one (1) soft toy of the story main character. Total value at AUD\$839.</p> <p>Where a class entry or small group has submitted an entry, one (1) soft toy only will be sent to the main contact of the group. Up to 4 copies of the book will be sent to the main contact for group entries.</p>
ITEM 7 Selection of prize winner(s)	<p>JUDGING:</p> <p>All valid Entries will be judged by a Judging Panel appointed by the Promoter in its sole discretion.</p> <p>PROMOTION SELECTION CRITERIA:</p> <p>The prize winner(s) will be selected by the Promoter on or about 10 April 2025, and all valid Entries will be judged based on the following criteria:</p> <ul style="list-style-type: none">• The story makes sense for the audience• The story is fun and engaging for the audience• The story clearly articulates links to the theme• The story concept can be transferred into a story for the appropriate age group• The suggested characters can be transferred into a story for the appropriate age group <p>ANNOUNCEMENT OF PRIZE WINNER(S):</p> <p>The Promoter will use reasonable endeavours to (a) announce a prize winner via the Digital Child website, social media channels and newsletter; and (b) notify the prize winner by no later than 5 pm AEST on 30 May 2025.</p>
ITEM 8 Claiming the prize	<p>The prize winner(s) must claim their prize by 5:00pm AEST on 12 June 2025 (the “Forfeiture Date”) by:</p> <ul style="list-style-type: none">(a) Responding to the notification email to arrange a time for the winning child/ren to work with author Kim Maslin. Time slots will be made available afterschool (or in class time if a school group wins), however if you are not able to confirm a time with Kim Maslin by the date above, the prize will be forfeited.



TERMS AND CONDITIONS QUT Promotional Activities

- (b) QUT at its own expense will make arrangements for shipping of the books and soft toy to a prize winner at the completion of all activities.

If a prize winner does not claim their prize before the specified Forfeiture Date, the winner shall forfeit their prize and the Promoter will select a replacement prize winner by random draw in accordance with these Terms.

ITEM 9 Participant's Personal Information

In order to participate in this Competition, Participants may be required to provide the Promoter with personal information such as the Participant's:

- Name
- Age
- Email address
- Postal address
- Parent/guardian name
- Parent/guardian/educator email address

ITEM 10 Special Conditions

Winners will need to ensure they have access to a computer or device that can operate Zoom and an appropriate internet connection. The author session with Kim Maslin will be conducted over Zoom. Every effort will be made to reconnect should the connection drop out, however the session will only be available during the agreed upon time.

- 1) Participants in the competition submitting entries will agree to these terms and seek agreement of all other participants prior to entry.
- 2) The winning entries will be made available to the public to download as a pdf or eBook off the Digital Child website.
- 3) The winners will be listed as a co-author of the books, alongside Kim Maslin. Should a class group win the 5-6 year old competition, the school and class name will be listed as the co-author.
- 4) The Participants consents to QUT making reasonable edits to the material that would otherwise amount to an infringement of the Artist's moral right of integrity of authorship (as defined in the Copyright Act 1968 (Cth)).
- 5) The Participants consent to QUT (a) listing Kim Maslin as a co-author; and (b) listing class names and school names instead of individual participant names for brevity if necessary.
- 6) QUT will use its best endeavours to appropriately identify all participants where possible.
- 7) The image, likeness, videos and/ or audio recordings of the participant/s may be used for media and publicity purposes and participants reasonably consent to the use of their image, video and audio recordings being used for that purpose. Media may include QUT or third-party publications, websites and broadcast.
Note: QUT will not use the image of any participant who indicates they want to be excluded. Please notify QUT if you do not want a participant to be included in any media or promotion.
- 8) The participants absolutely and unconditionally grant to QUT and its licensees a royalty free licence to use the winning entry for the purposes set out in this Agreement including the right to:
 - a) communicate the entry to the public.
 - b) reproduce the entry.
 - c) publish and/or distribute any winning entry.



TERMS AND CONDITIONS QUT Promotional Activities

- d) use any part of the entry to publicise the competition or other events or creative writing activities at QUT.
- e) if applicable, to translate the Product into other languages conforming with proper syntax.
- f) take general images of and film works of the entry including pictures of audiences interacting with the entry (if applicable) for use in education and promotional material; and
- g) make reasonable edits to the winning entries as required to effect this licence.



TERMS AND CONDITIONS QUT Promotional Activities

PART B – TERMS AND CONDITIONS FOR QUT GAME OF SKILL

1. The Part A Competition Details, these Part B Terms and Conditions and all information on “how to enter” this Competition (collectively the “**Terms**”) apply to this promotion (the “**Competition**”).
2. The Competition will be conducted by the Queensland University of Technology (ABN: 83 791 724 622, CRICOS Provider No. 00213J) of 2 George Street, Brisbane, QLD, 4000 (“**QUT**” or the “**Promoter**”) during the Competition Period specified in Part A.
3. By entering this Competition, you (the “**Participant**”) warrant that you have read, understood and agree to be bound by the Terms.
4. If the Participant is under the age of 18 years, the Participant will be deemed to have obtained the permission of the Participant’s parent or legal guardian to participate in the Competition and for the Promoter to use the Competition Entry as set out in these Terms.
5. The Promoter reserves the right to amend or replace these Terms and/or any Competition rules or procedures at any time and for any reason.
6. **Interpretation.** Any reference to “includes” or “including” means without limitation, and where permitted in Part A, any reference to (a) Participant includes multiple Participants entering the Competition as a team; (b) Competition Entry includes multiple Entries; and (c) Prize includes multiple prizes.
7. By submitting an entry into this competition participants agree to these terms and where the participant is a group, the person submitting the entry has gained requisite permission from all other participants including the parents of minor children (where applicable).

COMPETITION ENTRY REQUIREMENTS

8. All entries become the property of the Promoter upon submission, upload or otherwise.
9. No responsibility is accepted for late, lost, incorrectly submitted or misdirected entries.
10. Competition Entries must be received by the Promoter during the Competition Period.
11. Entries that are incomplete, indecipherable, illegible, forged, manipulated, tampered with in any way, contain any defamatory, offensive or unlawful content, any Entry that has the potential to damage the reputation of any individual or entity, or entries that the Promoter reasonably considers do not comply with these Terms (“**Invalid Entries**”). All Invalid Entries will be removed from the Competition.
12. If a Participant is required to submit a literary, dramatic, musical or artistic work (a “**Work**”) as their Competition Entry (whether in written, audio, electronic or visual form, or any combination thereof), the Participant warrants that:
 - (a) their Entry has not previously been, and will not be, published or submitted in connection with any other competition until after the Competition Period ends.
 - (b) Their Entry is entirely original work by the Participant; and
 - (c) They have obtained all required permissions, approvals and/or consents in respect of the Entry, including:
 - i. all necessary copyright title or interest in their Entry to entitle the Participant to submit the Entry and to effectively provide the Promoter with the rights in relation to the Entry set out in these Terms;
 - ii. privacy and other consents from all individuals appearing in the work; and
 - iii. consents from any property owners (as applicable).
 - (d) their Entry is not, and its use by the Promoter, will not infringe the rights (including intellectual property rights) of any third party, and indemnifies the Promoter against any loss, claim or damage arising out of or in connection with breach of this warranty.
13. Participants grant to the Promoter, at no cost to the Promoter, a royalty free, irrevocable, perpetual, worldwide, non-exclusive licence including the right to sublicense to use (including reproduce), the Participant’s Entry for: (a) promotional and educational purposes relating to the Competition; (b) any other promotional purposes relating to QUT; and (c) display and distribute the Entry on their website for the public’s use and enjoyment.

JUDGING AND PRIZES

14. This promotion is a game of skill. Chance plays no part in determining a winning Entry, and the judges will judge all valid Entries based on merit and the promotion selection criteria specified in Part A.
15. A Participant claiming to be a prize winner must provide proof of identity, if required by the Promoter. Each prize winner may also be required to sign a document indicating they have received their prize at the time of collection.



TERMS AND CONDITIONS QUT Promotional Activities

16. If a prize winner is under the age of 18 years, their prize may be awarded to the prize winner's parent or legal guardian.
17. The Promoter may, but is not obliged, to publish the results of the Competition. By entering this Competition, the participant agrees to the Promoter publishing their name as a winner in any media whatsoever (unless otherwise advised by the Participant during the Competition Period).
18. Prizes are subject to availability. If a prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize with a prize to the same or similar value and/or specification.
19. If a prize includes vouchers, tickets or is of a similar redeemable nature, the prize is valid until the expiry date specified on the prize (or as otherwise notified by the prize provider), and is subject at all times to any terms and conditions specified by the prize provider.
20. The Promoter is not responsible for any changes in dates, times, cancellations or otherwise that may prevent a prize winner from accepting, taking or using a prize.
21. The Promoter makes no warranties or representations, and will not accept any liability, in respect of the fitness for purpose or suitability of any prize, or the failure of any prize to be of merchantable quality. If liability is imposed by legislation and cannot be excluded the Promoter, the liability of the Promoter in respect of the relevant goods and/or services is limited to (a) re-supply; or (b) paying replacement costs.
22. The prize(s) or any part or element of the prize(s) are not transferable, exchangeable or redeemable for cash.
23. The manufacturer(s) or supplier(s) of the prize(s) are not participants in, or promoters or sponsors of, this Competition.

GENERAL

24. This Competition is free to enter.
25. Any decision of the Promoter in respect of all matters arising out of or in connection with the Competition is final and binding and no correspondence will be entered into.
26. Each Participant is responsible for notifying the Promoter of any change to the Participant's contact details during and after the Competition Period.
27. If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion to modify, suspend, terminate or cancel the Competition, as appropriate.
28. **Jurisdiction.** This Competition and these Terms are governed by the laws of Queensland.

DISCLAIMER

29. Participants enter the Competition at their own risk.
30. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including liability in contract, tort, pursuant to legislation or otherwise), and is hereby released, from 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 Competition or any prize, including but not limited to, where arising out of the following: (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 tax liability incurred by a prize winner; (e) any expense incurred by a prize winner in connection with the prize or Competition generally, including spare parts, maintenance/repair, delivery costs or otherwise associated with accepting, taking or using a prize; (f) Possession, use or misuse of a prize; or (g) participation in any activity associated with the Competition.

PRIVACY STATEMENT

31. QUT is bound by the *Information Privacy Act 2009* (Qld) ("IPA"), and the QUT privacy policy is available at <https://www.qut.edu.au/additional/privacy> and http://www.mopp.qut.edu.au/F/F_06_02.jsp
32. The Promoter will collect and use the Participants' personal information for the purposes of administering and carrying out the Competition, and may be used to send information and future promotional communications to the Participant.
33. If a Participant does not consent to the collection, use and disclosure of personal information as outlined in these Terms and Conditions, the Participant should contact the Promoter.
34. A request to access, update or correct any information should be directed to the Promoter.