The Customer has agreed to enter into the Our Land, Our Stories Competition (“the **Competition**”) in accordance with the following Terms and Conditions:

1. **Definitions**

In these Terms and Conditions, unless the context otherwise requires:

**Category** means any one of the five card categories as described on the Competition page [[HERE](https://cengage.com.au/primary/about-us/our-land-our-stories-competition)].

**Entry** means any text and/or artwork submitted by You together with the permission form available [[HERE](https://cengage.com.au/primary/about-us/our-land-our-stories-competition)].

**Entry Form** means the form available [[HERE](https://p.widencdn.net/ig0akf/PRI-9391-OLOS-Competition-Entry-Form_Final)].

**We/Us/Our** means Cengage Learning Australia Pty Ltd ACN 058 280 149

**You/Entrant** means the person submitting an entry and their parent/guardian.

1. **General**
2. Information on how to enter and prizes on the Competition page [[HERE](https://cengage.com.au/primary/about-us/our-land-our-stories-competition)] forms part of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this Competition, including information on the Competition page [[HERE](https://cengage.com.au/primary/about-us/our-land-our-stories-competition)], these Terms and Conditions prevail.
4. **Acceptance of Terms**
   1. The Entrant accepts and agrees to be bound by these Terms and Conditions by signing the Entry Form available HERE and submitting the Entry Form to [***aust.nelsonprimary@cengage.com***](mailto:aust.nelsonprimary@cengage.com)or by mail, sent to: Emily Lonergan, Cengage Learning Australia, Level 7, 80 Dorcas Street, South Melbourne VIC 3205.
   2. The parent and/or guardian of an Entrant must sign the Entry Form.
5. **Competition Period**
6. The Competition will be open for entry from Thursday 26 July 2018 at 9am (AEST, Australian Eastern Standard Time) and closes Thursday 15 August 2018 at 5:00pm (AEST, Australian Eastern Standard Time) (“**Competition Period**”).
7. Entries must be submitted to [***aust.nelsonprimary@cengage.com***](mailto:aust.nelsonprimary@cengage.com) or by mail, sent to: Emily Lonergan, Cengage Learning Australia, Level 7, 80 Dorcas Street, South Melbourne VIC 3205, during the Competition Period. Entries received outside of the Competition Period will not be accepted.
8. You release us from all claims, costs and liabilities resulting from any late, lost or misdirected Entries including any Entries not received by Us due to any fault, flaw or disruption to Our server, Internet or email.
9. **Eligibility**
10. Entry into the Competition is free and open to Aboriginal and/or Torres Strait Islander children between the ages of 5 and 8 years who are, at the time of entry into the Competition, enrolled in an Eligible School only. An Eligible School means any of the school which We formally invite, in writing, to participate in the Competition.
11. We reserve the right to request proof of identity, proof of residency at the nominated address in the Entry Form, enrolment in an Eligible School and Aboriginal of Torres Strait Islander status. Proof of identification, residency, enrolment and Aboriginal and Torres Strait Islander status suitable for verification is at Our discretion, acting reasonably. In the event that an Entrant cannot provide suitable proof, their Entry may be invalid and disqualified from the Competition.
12. By submitting an Entry, You (the parent and/or guardian) warrant to Us that You (the child) meet the eligibility requirements set out in these Terms and Conditions.
13. Incomplete or incomprehensible Entries will be deemed invalid and disqualified from the Competition.
14. Entries containing and/or depicting illegal, sexually explicit or morally or racially offensive content will be ineligible to win the Competition.
15. Entrants may enter as many times as they like, in either one or more of the Categories for the duration of the Competition.
16. Entries must be the Entrant’s original work. We reserve the right to verify, or require the Entrant to verify that the Entry is the Entrant’s original work, You warrant to us that You are not in breach of any copyright or other applicable laws by submitting Your Entry.
17. **Competition Winner**  
    1. Subject to clause 8 (c), there will be one winning entry for each Category.
    2. The winning Entries will be chosen by us, in our sole and absolute discretion on Tuesday 21 August 2018 (“**Decision Date**”).
    3. The winning Entrant(s) for each Category will be notified by email following the Decision Date. We will also publish the name of the winning Entrant(s) on Our website within forty-eight (48) hours of the Decision Date.
    4. In the event that the prize notification email is returned as undeliverable, such prize will be forfeited and an alternate winner may be selected from all remaining (non-winning) eligible Entries.
18. **Prize**
    1. Each winning entry will receive a cheque for $150.00 payable to the Parent or Guardian named in the Entry Form (“**Prize**”) which shall be sent by post to the relevant Entrant at the address contained in their Entry Form within seven (7) days of the Decision Date.
    2. If a Prize is returned to us undeliverable or remains unclaimed (including unpresented cheques) for 30 days, We may cancel the relevant cheque and award a Prize to the second chosen Entry, notwithstanding that the first winning Entry has been used in any of our publications or materials.
19. **Licence of Intellectual Property**
    1. In consideration for Us awarding the Prize to the winning Entrant(s), the winning Entrant agrees to grant us a perpetual, irrevocable, royalty-free licence to use and publish the intellectual property contained in the Entry for the Our Land, Our Stories reading cards and associated publications described on the Competition page [[HERE](https://cengage.com.au/primary/about-us/our-land-our-stories-competition)] or any other purpose for which we reasonably require including but not limited to publishing the Entry on Our website and any such other media, products or advertising material produced Us.
    2. Each Entrant warrants to Us that We are free to use their Entry, whether in its original or modified form, in whole or in part and to exercise Our rights in relation thereto and neither the Entrant nor any third party is entitled to any fee for such use.
    3. We may require a winning Entry be amended, modified or edited so as to fit with any publishing requirements we may have. In the event that we require amendment, modification or editing of a winning Entry we will seek the consent of the relevant Entrant. If the Entrant fails to provide their consent to the amendment, modification or editing of their Entry, We will not be obligated to publish or use that Entry and reserve the right to choose as second winning Entry from the relevant Category.
20. **Limitation of Liability**
    1. We acknowledge that under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on You in relation to the provision of any goods or services which cannot be excluded, restricted or modified by agreement (**“Non-excludable Rights”**).
    2. We disclaim all conditions and warranties expressed or implied, and all rights and remedies conferred on you, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights and to the fullest extent permitted by law We shall not be liable for any loss or damage whatsoever which is suffered or sustained in connection with the Competition, the Prize or Your Entry.
21. **Cancellation of Competition**

If for any reason this Competition is not capable of running as planned for any reason, including because the Our Land, Our Stories series is not published or of any causes beyond our control which corrupt or affect the administration, security, fairness, integrity, viability or proper conduct of this Competition, We reserve the right in our sole discretion to cancel, terminate, modify or suspend the Competition. We also reserve the right in our sole discretion to disqualify any entrant who We reasonably believe has breached any of these Terms and Conditions.

1. **Privacy**

We collect personal information about Entrants in order to contact them about the Competition and where appropriate, award Prizes. The personal information contained in Your Entry will be handled and processed in accordance with our Privacy Policy. Our Privacy Policy forms part of these Terms and Conditions and can be found here -<https://cengage.com.au/corporate-home/privacy>

1. **Applicable Laws**

The laws of Victoria apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Victoria.