

Terms and conditions

1. This competition is being organised by Hachette New Zealand of Level 2, 23 O'Connell Street, Auckland 1010 (the Company)
2. This is a competition to illustrate a Margaret Mahy picture book text called *The Boy Who Made Things Up (the Book)* in accordance with the competition brief [<https://www.hachette.co.nz/illustration-prize/>].
3. The competition will be judged by a panel of judges including a member of the Margaret Mahy Estate and industry professionals. The judging panel's decision will be final and in their absolute discretion, and no further correspondence will be entered into. The Company reserves the right not to award any prize or to short-list any entries (including on the basis that entries are not of a publishable quality).
4. The top five entries will be selected by the judging panel from all entries properly submitted and received in accordance with these terms and conditions and will be based on the criteria set out in the competition brief [<https://www.hachette.co.nz/illustration-prize/>]. The winner and two runners-up will then be selected from the top five entries by the judging panel and will receive the following prizes:

Winner – \$1000 plus a collection of books valued at \$500

Two runners-up – a collection of books valued at \$250

If the judges believe that there are two works of equal merit that deserve to win, they reserve the right to divide the prize money equally.

In addition, the winner may be invited to work with Hachette New Zealand on the final illustrations for a published edition of *The Boy with Who Made Things Up*.

5. The collection of books for runners-up will comprise Hachette books of your choice, not including titles published under the Phaidon imprint, selected from the list of titles available on our website. Books will be sent to the nominated postal addresses of the winner and runners-up. If a title selected is not available, the winner/runner-up will be given the option to select an alternative. All books must be selected within 3 months of Thursday, 27 August 2020.
6. The Company may (at its sole discretion) offer the winner a publishing contract to illustrate the full text of *The Boy Who Made Things Up* (or any other book agreed between the Company and the winner). The Company will have 3 months from the announcement of the winner in which to exercise this option. Should the Company wish to publish your work, you agree to negotiate in good faith with the Company to acquire and publish your work on reasonable commercial terms. For the avoidance of doubt, the Company shall have no obligation to offer the winner a publishing contract.

7. The offering of the publishing contract is contingent on the winner's ability to work to schedule to provide the Company with full final approved artwork for *The Boy Who Made Things Up* by the Friday, 26 February 2021.
8. If your entry is in the top five entries you grant the Company the first option to consider the illustrations for publication on reasonable commercial terms and you agree to consider and negotiate those terms in good faith.
9. The competition is open to New Zealand residents, aged 18 and over, except employees of Hachette New Zealand, their families, or anyone professionally connected to the competition either themselves or through their families.
10. Only one entry per person allowed. Second or subsequent entries will be disqualified. Entries will not be accepted via agents, third parties or in bulk.
11. The entrant must be a previously unpublished illustrator (though publication in the form of an anthology, scholarly reference book, literary journal or self-publishing venture does not exclude you from entering). If you have previously self-published, your entry must be new and unpublished work.
12. The competition opens at 9.01am NZDT on Thursday, 28 May 2020 and closes at 12.00pm on Thursday, 30 July 2020 NZST (the 'Entry Period'). Digital submissions should be uploaded via the link emailed to the entrant at any time during the Entry Period. Any entries received outside of these specified times and dates will not be eligible for entry into the competition.
13. All artwork should be clearly labelled with the entrant's full name and contact details, including an email address and telephone number. The Company is not responsible for contacting or forwarding prizes to entrants who provide unclear or incomplete information for entries lost, misdirected, delayed or destroyed.
14. All entrants must complete and submit the registration form found on the competition's website at: www.TheMargaretMahyIllustrationPrize.co.nz
14. The top five entrants will be contacted directly by email or phone by Thursday, 13 August 2020. The winner and two runners-up will be contacted directly by email or phone by Thursday, 27 August 2020. The top five entries will be announced on the competition's website on Thursday, 13 August 2020. The winner and runners-up will also be announced on the competition's website on Thursday, 27 August 2020. The winner and runners-up may also see their names posted on the Company's website and social media accounts and in the media.
15. If a top-five entrant, runner-up or the winner cannot be contacted, the Company reserves the right to select another entrant in his/her place.

16. By submitting your entry, you agree and warrant that
- (i) you meet the entry criteria for the prize,
 - (ii) your entry is your own original work;
 - (iii) except in relation to any text from the Book you incorporate in your entry, you wholly own and control all rights in the entry;
 - (iv) you will not publish or authorise the publication of the entry until at least after the announcement of the winner (or, in the case of the winner, until ; and
 - (v) nothing in your entry is defamatory, an infringement of copyright or other intellectual property right or in any way a breach of any other right or obligation (including privacy). Any entry in breach of this clause will be disqualified from participating in the competition and from winning any prize.
17. The copyright in your entry shall remain your intellectual property, and your moral rights as a creator will, in line with publishing industry practice, be recognised and respected.
18. By entering the competition, you grant the Company that your entry may be used in connection with the Margaret Mahy Illustration – both this prize and future prizes (including to record, document and promote the competition, and to announce you as shortlisted illustrator, or as a runner-up or the winner, and including online and on social media. For avoidance of doubt, the Company is under no obligation to use your entry. The Company would acknowledge you as the copyright owner if your work is used in this way.
19. The Company will use reasonable endeavours to include your name in connection with any use of your competition entry wherever practicable, but you acknowledge that this may not always be possible.
20. If an entrant's work is the winner of any other prize or is accepted for publication prior to the announcement of the Margaret Mahy Illustration Prize, the entrant must notify the Margaret Mahy Illustration Prize in writing as soon as possible, and their work will be ineligible for the Prize and withdrawn from the judging process.
21. If you win, you agree to take part in events and media activities that may be arranged to promote the Prize.
22. By entering the competition, you agree to be bound by these terms and conditions.
23. These terms and conditions, and any dispute or claim arising out of them, will be governed and construed in accordance with the laws of New Zealand, whose courts shall have exclusive jurisdiction.