

Terms and conditions

1. This prize is being organised by Hachette New Zealand of Level 2, 23 O'Connell Street, Auckland 1010 (the 'Company').
2. This is a prize to illustrate a Margaret Mahy picture book text called *The Great White Man-Eating Shark* (the 'Book') in accordance with the prize brief [<https://www.themargaretmahyillustrationprize.co.nz/>].
3. The prize 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 three 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 prize brief [<https://www.themargaretmahyillustrationprize.co.nz/>]. The winner and two runners-up will then be selected by the judging panel and will receive the following prizes:

Winner – \$2000 plus a collection of books valued at \$500

Two runners-up – a collection of books valued at \$250 and a 30-minute individual mentoring session with the Hachette representative on the judging panel.

If the judges believe that two works of equal merit 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 Book.

5. The collection of books for runners-up will comprise Hachette books of your choice (not including titles published under the imprints Phaidon, Major Street Publishing, NewSouth Books and Affirm Press) 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, 29 August 2024.
6. The Company may (at its sole discretion) offer the winner a publishing contract to illustrate the full text of the Book (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 Book by Friday, 07 February 2025.
8. If your entry is in the top three 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 prize is open to New Zealand residents, aged 18 and over, except employees of Hachette New Zealand, their families, or anyone professionally connected to the prize 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 prize opens at 12.01pm NZDT on Wednesday, 20 March 2024 and closes at 12.00pm on Thursday, 25 July 2024 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 prize.
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 prize's website at: www.TheMargaretMahyIllustrationPrize.co.nz
14. The top three entrants will be contacted directly by email or phone by Thursday, 22 August 2024. The top three entries will be announced on the prize's website on Thursday, 22 August 2024. The winner will be announced on the prize's website on Thursday, 29 August 2024. 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-three entrant, runner-up or the winner cannot be contacted, the Company reserves the right to select another entrant in their 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 agreed with the company); 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 prize 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 prize, you grant the Company use of your entry in connection with the Margaret Mahy Illustration Prize – both this prize and future prizes (including to record, document and promote the prize, 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 prize 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 prize, 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.