

## **2025 Battle of the Books Program Terms and Conditions**

These terms and conditions apply to Council's 2025 Battle of the Books Program ('program').

By submitting an enrolment to participate in the program, the school agrees to be bound by these terms and conditions.

These terms and conditions should be read in conjunction with any relevant program information, including any Council correspondence regarding the program.

### **1. ENROLMENT**

- 1.1. Enrolments are restricted to schools that have been invited by Council to participate in the program.
- 1.2. To enrol to participate in the program, the school must complete a properly completed [Expression of Interest form](#) between **9:00am on 9 May 2025 and 11:59pm on 25 July 2025**.
- 1.3. Council will advise the school in writing to confirm that its enrolment has been successful within 14 days of receiving the Expression of Interest form

### **2. PROGRAM REGISTRATION**

- 2.1. Once the school's enrolment has been confirmed as successful, the school will be given access to Beanstack to enable:
  - (a) teachers to create administrative accounts for the program; and
  - (b) participating students to register to participate in the program.

### **3. PARTICIPATING STUDENTS**

- 3.1. The school acknowledges and agrees that program participation is limited to students who are currently enrolled in Grade 3, 4, 5 or 6 at the school whose parents/guardians have consented in writing to their child participating in the program.
- 3.2. Participating students who are immediate family members of Council staff and councillors are eligible to participate in the program but are ineligible to receive a 'Champion Reader' prize.
- 3.3. The school acknowledges and agrees that it is entirely responsible for obtaining the written consent referred to in conditions 3.1. Evidence of such consent must be provided to Council on request.

### **4. BEANSTACK**

The school acknowledges and agrees that:

- (a) participation in the program requires the school and participating students to register with and create a Beanstack account which must be retained for the duration of the program;

- (b) creation of a Beanstack account requires the school and participating students to provide personal information to a third-party provider and agree to Beanstack’s terms of use; and
- (c) Council accepts no liability in respect of Beanstack’s collection, use or disclosure of any personal information provided to Beanstack by the school, teachers and/or students for the purpose of registering to participate in the program.

**5. PROGRAM PARTICIPATION**

5.1. The program will start at **9:00am on 4 August 2025** and will end at **11:59pm on 12 September 2025** (‘program period’).

5.2. During the program period, participating students will be able to engage in reading activities and log these activities on their Beanstack account. At the end of the program period, Council staff will review all activities logged on Beanstack and award prizes for program participation.

**6. PRIZES FOR PARTICIPATION**

6.1. There will be nine prizes awarded as part of the program – one from each category based on the judging criteria below. Winners will be determined by Council staff between **15 September 2025 and 10 October 2025** to receive the corresponding prize (total prize pool valued at \$1,420).

<b>Prize Category</b>	<b>Judging criteria</b>	<b>Prize</b>
Battle of the Books Champion	School that is determined to have the highest overall engagement in the program	Trophies valued at \$190 and new release books valued at \$250
Champion Grade 3 Class	Grade 3 class from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a class prize, valued at \$200
Champion Grade 4 Class	Grade 4 class from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a class prize, valued at \$200
Champion Grade 5 Class	Grade 5 class from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a class prize, valued at \$200
Champion Grade 6 Class	Grade 6 class from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a class prize, valued at \$200
Grade 3 Champion Reader	Grade 3 student from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a new release book, valued at \$45
Grade 4 Champion Reader	Grade 4 student from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a new release book, valued at \$45

Grade 5 Champion Reader	Grade 5 student from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a new release book, valued at \$45
Grade 6 Champion Reader	Grade 6 student from all participating schools that is determined to have the highest overall engagement in the program	Trophy and a new release book, valued at \$45

- 6.2. The school acknowledges and agrees that the class prizes and new release books to be awarded will be determined by Council, acting in its absolute discretion.
- 6.3. If the school or a participating student from that school is awarded a prize, Council staff will contact the school to arrange a suitable time and date for Council staff to attend the school to present the prize(s).
- 6.4. The school acknowledges and agrees that Council may publish the school's name and the first name of participating students on its website and/or social media pages for the purpose of promoting the program's prize winners.
- 6.5. Prize winners will be determined entirely at Council's discretion. Council's decisions are final and no correspondence will be entered into.
- 6.6. Prizes are not transferable, exchangeable or redeemable for cash.

## **7. PROGRAM EVALUATION**

At the conclusion of the program, Council will send the school an evaluation survey. The school agrees to participate in the survey and provide feedback on the program which will be used to inform future programs delivered by Council.

## **8. LIABILITY**

The school participate in this program at its own risk. To the extent permitted by law, Council accepts no liability for any claim, loss, harm, damage, costs or expenses which may arise as a consequence of any such participation in the program.

## **9. INDEMNITY**

The school must indemnify and hold harmless Council, its councillors and employees against all claims arising in connection with a breach or potential breach of these terms and conditions.

## **10. PROGRAM WITHDRAWAL OR CANCELLATION**

- 10.1. The school may withdraw from the program at any time by notifying Council by email to [battleofthebooks@wyndham.vic.gov.au](mailto:battleofthebooks@wyndham.vic.gov.au).
- 10.2. Council reserves the right to end a school's participation in the program where it has breached these conditions, or where Council reasonably believes that false, inaccurate or misleading information has been submitted with their registration or otherwise.

10.3. Notwithstanding any other provision of these conditions, and regardless of whether a school's participation in the program has been confirmed by Council, Council reserves the right to cancel, change or modify the program and/or these conditions at any time.

**11. NO RELATIONSHIP**

Nothing in these conditions or in the conduct of Council and the school will create a relationship of agency, partnership, employer and employee or joint venture between the school and Council.