

# Terms and Conditions

By completing and submitting the Entry Form, each participating artist agrees to be bound by the following terms and conditions of entry;

1. The artwork must reflect the 2020 National NAIDOC theme: ***Always Was, Always Will Be***
  2. All participating artists must:
    - Be of Aboriginal and/or Torres Strait Islander descent; and
    - Identify as an Aboriginal and/or Torres Strait Islander; and
    - Be accepted as an Aboriginal and/or Torres Strait Islander by an Aboriginal and/ or Torres Strait Islander community. No group entries will be accepted.
  3. All entries will be viewed and judged by the WorkPac Reconciliation Action Plan Committee. Chance plays no part in selecting the winner.
  4. The artist may submit only one artwork (entry) in only one of the following ways:
    - E-mail: Send a completed Entry Form via e-mail to [info@jobtrailatsi.com.au](mailto:info@jobtrailatsi.com.au) and attach to the email a digital photo of your artwork
    - Online: Submit a completed Entry Form online at [www.workpac.com/comp](http://www.workpac.com/comp) and attach an image of your artwork
    - Post: Post a completed Entry Form and an image of your artwork or the original to: WorkPac National NAIDOC Artwork Competition, Po Box 94, Fortitude Valley, Qld, 4006.
  5. The artist acknowledges that their artwork may be copied or reproduced for the purposes of judging the competition. If a photo version of the artwork is shortlisted by the judging panel, the artist will be required to mail in their artwork at their own expense and risk for judges to make a final decision.
  6. The WorkPac Group accepts no responsibility and disclaims all, or any, liability for any loss or damage incurred by any person, whether directly or indirectly, as a result of postage, delivery or handling of original artwork. The artist must pay return postage or freight costs and the WorkPac Group will return entries only if prepaid postage or freight is forwarded with the entry. Entries not otherwise collected by 1<sup>st</sup> December 2020 will be disposed of at the WorkPac Group's discretion.
  7. A completed Entry Form signed by each artist must accompany the artwork to indicate agreement to these terms and conditions.
  8. All participating artists warrant that the artwork submitted is original work; the artwork submitted has not been the recipient of a major prize before; and that they have not charged or otherwise encumbered the work nor given any assignment inconsistent with these terms and conditions.
- Where a participating artist is under the age of 18, the artist's adult parent/guardian must complete the Entry Form by stating their own name on behalf of the name of the artist to indicate their agreement with these terms and conditions on behalf of the artist.
9. All participating artists undertake to indemnify and keep indemnified the WorkPac Group against all claims, demands, losses and damages that the WorkPac Group incurs as a result of a breach of any warranties and obligations given by Entrants under these terms and conditions.
  10. Artwork should be no larger than A1 (594mm x 841mm) and should not be framed or mounted behind glass.
  11. An award of \$500 will be offered to the winning Entrant. The decision of the judges will be final and absolute. No correspondence about the decision will be entered into.
  12. Property rights in all submissions, including the winning artwork, will remain with the artist or Entrant except as provided by these conditions.

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13. By signing a completed Entry Form, submitting an artwork and accepting the award offer, the winning artist:

- grants to the WorkPac Group, a permanent, royalty-free, worldwide, irrevocable, ongoing, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, broadcast, publish, distribute, adapt, modify the winning art work in all media of expression now known or later developed and in all languages, for any WorkPac purpose or any other purposes associated with National NAIDOC events and other Indigenous engagement initiatives, including but not limited to, reproducing and publishing the winning entry of the official 2020 National NAIDOC Artwork, or for any other event, educational purpose or activity;
- consents to any of the following types of acts or omissions by the WorkPac Group: (a) use of all or part of the artwork in accordance with the licence granted above, with or without attribution of authorship to the artist (but the WorkPac Group will not falsely attribute authorship of the entry); (b) supplementing the artwork with any other material; and (c) use of the artwork in a different context to that originally envisaged;
- may be requested to physically sign a licence and consent form relating to the artwork, prior to the competition being finalised. Failure to sign the licence will entitle the WorkPac Group to remove the artist's artwork from the Competition.
- agrees that the WorkPac Group may publish, on the 2020 National NAIDOC Artwork and in any other material in which the artwork is used or reproduced, any personal information provided by the winning artist in connection with their entry including, but not limited to, the winning artist's name, age, community and State/Territory of residence; and
- warrants that there is no cultural or religious reason or any other impediment that prevents the winning artwork from being exhibited, published or reproduced.

14. Requests for permission to reproduce the National NAIDOC Artwork should be directed to the WorkPac Group Marketing Department PO Box 94 Fortitude Valley QLD 4006. Any reproduction must acknowledge the original artist of the winning artwork. Any reproduction of the National NAIDOC Poster must be in full; permission for partial reproductions of the artwork will not be granted.

15. All entries must be received by Monday 31st August 2020. The WorkPac Group may amend these terms and conditions from time to time, and any amendments will be binding on all entrants. If, for any reason, the competition is not able to be run as planned the WorkPac Group may cancel the Competition without liability to any entrant, or any other person.

16. The WorkPac Group is the Promoter of this Competition.

17. The WorkPac Group reserves the right, at any time, to verify the validity of participating artist, artwork and Entry Form (including participating artist's identity, age and place of residence) and to disqualify any participating artist who submits an Entry Form that is not in accordance with these Competition Terms and Conditions or who tampers with the entry process.