

Terms & Conditions

2025 NAIDOC ART COMPETITION



1. Background

- 1.1. Gunaikurnai Land and Waters Aboriginal Corporation (**GLaWAC**) is facilitating an artwork design competition. The winning artwork or artworks will be printed on promotional materials (for example, t-shirts) commissioned by GLaWAC for NAIDOC Week celebrations in 2025.
- 1.2. By completing and submitting an Entry Form to the GLaWAC NAIDOC Week Design Competition (**Competition**), each participating artist (**Artist**) agrees to be bound by these terms and conditions of artwork.

2. Terms and conditions

- 2.1. The Artist may submit only one artwork design to the Competition (**artwork**).
- 2.2. The artwork must reflect the 2025 National NAIDOC Week theme: *The Next Generation: Strength, Vision & Legacy*, which celebrates achievements of the past and the bright future ahead.
- 2.3. 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.
- 2.4. All participating Artists must:
 - 2.4.1. be of Aboriginal and / or Torres Strait Islander descent;
 - 2.4.2. identify as an Aboriginal and / or Torres Strait Islander; and
 - 2.4.3. be accepted as an Aboriginal and / or Torres Strait Islander by an Aboriginal and / or Torres Strait Islander community.
- 2.5. All entries will be viewed and judged by the GLaWAC Culture Hub and their decision on the winning artwork or artworks will be final and absolute.
- 2.6. No correspondence about the judges' decision will be entered into.
- 2.7. The Artist acknowledges and agrees that their artwork may be copied or reproduced by GLaWAC for the purposes of judging the Competition.
- 2.8. All participating Artists warrant that:
 - 2.8.1. the artwork submitted is an original work;
 - 2.8.2. the artwork submitted has not received a major prize before;
 - 2.8.3. the artwork is not licensed or otherwise encumbered in any way that may be inconsistent with these terms and conditions;
 - 2.8.4. that there is no cultural or religious reason, or any other impediment that prevents the artwork from being exhibited, published or reproduced; and
 - 2.8.5. they have all required permissions and approvals to reproduce graphics or images of Aboriginal and Torres Strait Islander people in the artwork.

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- 2.9. If a participating Artist incorporates or substantially reproduces any material in their artwork that is subject to third party rights or includes indigenous cultural intellectual property, they must provide evidence that they have the consent necessary to use that material.
- 2.10. All participating Artists indemnify GLaWAC against all claims, demands, losses and damages that GLaWAC incurs as a result of a breach of any warranties and obligations given by the Artist under these terms and conditions.
- 2.11. By submitting an Entry Form, participating Artists consent to GLaWAC collecting, using and disclosing their personal and sensitive information (eg name, address, contact details) for the following purposes:
- 2.11.1. to organise and administer the Competition; and
 - 2.11.2. to select the winner of the Competition.
- 2.12. A total prize of \$2000 (**prize offer**) will be payable to the Artist of each winning artwork.
- 2.13. Property rights in all submissions, including the winning artwork, will remain with the Artist except as provided by these conditions.
- 2.14. By submitting an artwork and Entry Form, and accepting the prize offer, the winning Artist of the Competition:
- 2.14.1. Grants GLaWAC, a royalty-free, worldwide, irrevocable, exclusive licence (including a right of sub-licence) to use, reproduce, communicate, broadcast, publish, distribute, adapt, and modify the winning artwork in all media of expression now known or later developed and in all languages, for any purpose specified in these terms and conditions; and
 - 2.14.2. consents to GLaWAC use of all or part of the artwork in accordance with the licence granted in paragraph 2.15.1 with or without attribution of authorship to the Artist (but GLaWAC will not falsely attribute authorship of the artwork), including supplementing the artwork with any other material and use of the artwork in a different context to that originally envisaged.
- 2.15. The Artist 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 GLaWAC to remove the Artist's artwork from the Competition.
- 2.16. The Artist agrees that GLaWAC may publish:
- 2.16.1. the artwork on promotional materials (for example, t-shirts); and
 - 2.16.2. on any promotional material, the personal information provided by the winning Artist in connection with their artwork including, but not limited to, the winning Artist's name, age, and city or community of residence.
- 2.17. GLaWAC's purpose in using, or sublicensing the use of, the winning artwork is limited to the following purposes, and anything incidental to such purposes:

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- 2.17.1. printing the artwork on promotional materials (t-shirts) for NAIDOC Week celebrations in 2025;
 - 2.17.2. being used as part of images in GLaWAC's social media associated with NAIDOC Week celebrations in 2025 (for example, Facebook);
 - 2.17.3. being used by GLaWAC as part of any award ceremony (e.g. projections, screens, staging etc.); and
 - 2.17.4. being broadcast on television or otherwise displayed in a public place to promote NAIDOC Week in 2025.
- 2.18. GLaWAC will reasonably endeavour to notify the winning Artist before altering the winning artwork for any purpose listed in these terms and conditions.
- 2.19. GLaWAC must obtain the consent of the Artist before altering the winning artwork, where such alteration is for a purpose outside of the scope of these terms and conditions, and such consent is not to be unreasonably withheld by the Artist.
- 2.20. All entries must be received by midnight, 17 April 2025 (AEDT).
- 2.21. GLaWAC may amend these terms and conditions from time to time, and any amendments will be binding on all entrants.
- 2.22. If, for any reason, the Competition is not able to be run as planned, GLaWAC may cancel the Competition without liability to the Artist, or any other person.
- 2.23. Final selection of the winning artwork or artworks may be subject to the provision of additional information
- 2.24. GLaWAC 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.