

TERMS AND CONDITIONS: NAIDOC Cup Jersey Design Competition

1. The Promoter is Football NSW Limited ACN 003 215 923 of 235 - 257 Meurants Lane, Glenwood NSW 2768 (**Promoter**).
2. Information about prizes and how to enter forms part of these Terms and Conditions. Participation in the NAIDOC Cup Jersey Design Competition (**Competition**) under these terms is deemed acceptance of these Terms and Conditions.
3. Entry is only open to participating artists 16 years or over at the time the Entry Form is submitted. No group entries will be accepted.
4. All participating artists must:
 - a. be of Aboriginal and/or Torres Strait Islander descent; or
 - b. identify as an Aboriginal and/or Torres Strait Islander.
5. Where a participating artist is under the age of 18, the participating artist's adult parent/guardian must complete the Entry Form by stating their own name on behalf of the name of the participating artist to indicate their agreement with these Terms and Conditions on behalf of the participating artist.
6. The Competition commences at 9am on Tuesday, 27 February 2024 and entries close 11:59pm AEDT on Friday, 29 March 2024 (**Promotional Period**). Late submissions will not be accepted.
7. The artwork submitted by participating artists for this Competition must reflect the 2024 National NAIDOC Week theme: 'Keep the Fire Burning'.
8. All entries must be submitted via <https://footballnsw.com.au/forms/naidoc-cup-jersey-design-competition/> - entries that are not submitted via <https://footballnsw.com.au/forms/naidoc-cup-jersey-design-competition/> for the 2024 FNSW NAIDOC Cup Jersey Design Competition will be ineligible.
9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. The artist must submit **only one** piece of artwork (i.e. one entry only).
11. All entries will be viewed and assessed by a panel of representatives from the Promoter and the Promoter's Indigenous Advisory Group (**Judging Panel**).
12. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on artistic and creative merit of the artwork submitted by each participating artist. Each entry will be individually judged based on artistic and creative merit of the artwork submitted by each participating artist.
13. The artist acknowledges and agrees that their artwork may be copied or reproduced for the purposes of judging the Competition.



14. All participating artists acknowledge that:
- a. the artwork submitted is original work of authorship by the participating artist;
 - b. the artwork submitted has not been the recipient of a major prize before; and
 - c. the artwork is not licensed or otherwise encumbered in any way that may be inconsistent with these Terms and Conditions. All participating artists warrant that they have the necessary consent to use any third party intellectual property that has been substantially reproduced or incorporated into their artwork.
15. If an entry infringes upon the intellectual property right of another, the participating artist will be disqualified at the discretion of the Promoter. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, the participating artist, at its sole expense, must defend or settle against such claims. The participating artist shall indemnify, defend, and hold harmless the Promoter from and against any suit, proceeding, claims, liability, loss, damage, costs or expense which the Promoter may incur, suffer or be required to pay arising out of such infringement or suspected infringement of any third party's right.
16. The Promoter reserves the right to modify any entries, publish and/or use entries in any media for an unlimited period without remuneration for the purpose of promoting this Competition.
17. The Promoter reserves the right to modify or amend designs so that they comply with the Laws of the Game and any other regulations of the Promoter (and reserves the right to make such changes before or after they are assessed by a panel of representatives from the Promoter and the Promoter's Indigenous Advisory Group). The Promoter also reserves its rights to make any adjustments necessary to reflect the Promoter and its apparel partners' preferred style of jersey (including sponsor design and design (if applicable); specifications; collar and fabric).
18. If there is a dispute concerning the conduct of this Competition (including as to the identity of the participating artist) or in respect to claiming a prize, the Promoter will consider the participating artist's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.
19. All participating artists indemnify the Promoter against all claims, demands, losses and damages that the Promoter incurs as a result of a breach of any warranties and obligations given by entrants under these Terms and Conditions.
20. Artwork (i.e. entries) submitted in high resolution formats such as; Adobe Illustrator, Adobe Photoshop, EPS will be weighted higher than submissions not in these formats.
21. A prize of \$1,000 (including GST) will be payable to the winning artist. The decision of the Judging Panel will be final and absolute.
22. Without limiting any other term of these Terms and Conditions, the prize (and all elements of the prize) must be taken as and when specified, or will be forfeited with no replacement. The prize value is correct as at the date of preparing these Terms and Conditions and include any applicable GST.



23. Property rights in all submissions, including the winning artwork, will remain with the participating artist or entrant except as provided by these Terms and Conditions.
24. By signing a completed Entry Form, submitting an artwork and accepting the award offer, the winning artist:
- a. grants to the Promoter, 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 artwork in all media of expression now known or later developed and in all languages, for any purpose specified in these Terms and Conditions.
 - b. consents to any of the following types of acts or omissions by the Promoter:
 - i. 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 Promoter will not falsely attribute authorship of the entry);
 - ii. supplementing the artwork with any other material; and
 - iii. use of the artwork in a different context to that originally envisaged;
 - c. 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 Promoter to remove the artist's artwork from the Competition; and
 - d. warrants that at the time of accepting the award offer there is no cultural or religious reason or any other impediment that prevents the winning artwork from being exhibited, published, or reproduced.
25. The Promoter's purpose in using the winning artwork is limited to the following purposes, and anything incidental to such purposes:
- a. being used as the FNSW NAIDOC Cup 2024 male and female playing jerseys;
 - b. being displayed in a public place to promote the NAIDOC Cup or any related matter; and
 - c. being used in part for the production of tournament merchandise.
26. The winning design may be used by the Promoter in the following manner (including but not limited to):
- a. displayed in public places (i.e. offices, libraries, schools, public transport, shopping centres etc.);
 - b. displayed in NAIDOC Cup event programs.
 - c. displayed on social media pages and websites, and broadcast on television; and
 - d. for any other purpose the Promoter deems necessary in promoting NAIDOC week and First Nations football.
27. The Promoter will reasonably endeavour to notify the winning artist before altering the winning artwork for any purpose listed in these terms and conditions. The Promoter will reasonably endeavour to 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. The Promoter will identify the winning artist on the 2024 FNSW NAIDOC Cup playing jersey.

28. Participating artists consent to the Promoter using their name, likeness image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting the business of the Promoter.
29. The participating artist will seek permissions and approvals to reproduce graphics, flags, or images of Aboriginal and Torres Strait Islander people.
30. Any reproduction must acknowledge the original artist of the winning artwork and the Promoter.
31. Nothing in these Terms and Conditions restricts, excludes or modifies or purports to limit any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) and excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
32. The Promoter may amend these Terms and Conditions from time to time, and any amendments will be binding on all participating artists. If, for any reason, the Competition is not able to be run as planned the Promoter may cancel the Competition without liability to the Promoter, any participating artist, or any other person.
33. Final selection may be subject to the provision of additional information. The Promoter reserves the right, at any time, to verify the validity of the participating artist, their artwork and Entry Form (including the participating artist's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any participating artist who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights nor the Promoter's legal rights to recover damages or other compensation if such an offender submits an Entry Form that is not in accordance with these Terms and Conditions.
34. All entries and copyright subsisting in an entry will become the property of the Promoter. Participating artists' personal information will be collected by or on behalf of the Promoter to enable it to administer and promote the Competition and the winner of the Competition. The personal information of participating artists (and their adult parent/guardian if applicable) may be provided to others assisting in the conduct of the Competition, including, but not limited to, the Competition administrator and third parties relating to the promotion and management of the Competition. Information will be collected, stored and used in accordance with the *Privacy Act 1988* (Act) and the Promoter's privacy policy, which is available on the Promoter's website at <https://footballnsw.com.au/privacy/>.

