

Student Artwork Competition Terms and Conditions

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoter is the University of New South Wales (ABN 57 195 873 179) of High Street, UNSW Sydney NSW 2052 (**UNSW**). To contact the Promoter, please email access_equity_inclusion@unsw.edu.au

Competition period

3. The competition titled Represent (the **Competition**) commences at 09:00 Sydney (GMT+11) on 21 August 2024 and ends at 23.59 Sydney (GMT+11) on 1 October 2024 (**Competition Period**).

Eligibility to enter

4. Entry is open to all undergraduate and postgraduate students currently enrolled at UNSW who are Australian residents and aged 18 years or over (**Eligible Entrants**).
5. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.

How to enter

6. To enter, Eligible Entrants must, during the Competition Period, visit <https://www.unsw.edu.au/edi/get-involved/diversity-festival/diversity-festival-2024/edi-art-competition> and complete all mandatory fields of the online entry form, including attaching digital copies of their submitted artworks (a minimum of three) (**Works**) in the format requested.
7. A limit of one entry applies per person.
8. Any entry that is submitted outside the Competition Period, not completed in accordance with these Terms and Conditions, incomplete or in the Promoter's sole discretion, considered by the Promoter to be defamatory, racist or otherwise unlawful or offensive, will not be eligible to win and will be excluded from the Competition.

Prize and Winner obligations

9. The winner of the Competition (**Winner**) will have their Works used by the Promoter for promotional and commercial purposes (including in training materials

and resources, online modules, presentations and toolkits) (the **Prize**).

10. The Winner grants the Promoter a worldwide, irrevocable, perpetual, sublicensable, exclusive licence to use their Works for the Promoter's promotional and commercial uses (**Licence**). Eligible Entrants agree that if they are the Winner, they will sign any further documentation required by the Promoter to give effect to this clause 10 (**Contract**).
11. Where the Winner refuses to enter into the Contract on reasonable terms agreeable to the Promoter, their entry will be deemed invalid and the Promoter will award the Prize to the next best ranking entry as determined by the judges or the Promoter in its absolute discretion.
12. In consideration of the Licence granted by the Winner to the Promoter under the Contract, the Promoter will pay the Winner AU\$5000 (**Payment**).
13. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are the Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
14. All taxes (excluding goods and services tax (**GST**)) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
15. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.
16. The Promoter is not responsible or liable for any loss, damage or injury suffered by the Winner arising from, or in connection with, the Prize.
17. The Prize is not redeemable for an alternative prize and the Winner's entitlement to the Prize is not transferable.
18. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value.

Judging date and time

19. Judging will take place at 1700 Sydney (GMT+11) on w/c 30 September 2024 at UNSW (**Judging Date and Time**). All entries will be judged by a panel of qualified judges individually on their merits based on the Eligible Entrants' artist statement, the originality of the Works and its connection to any applicable theme, and the suitability of the Works to the uses contemplated by the Promoter.
20. The best entry as determined by the judges in their absolute discretion will win the Prize.
21. This is a game of skill and chance plays no part in determining the Winner.
22. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Competition.

Winner notification

23. The Winner will be notified within 48 hours of the judging taking place in writing by email.
24. The name of the Winner will be published on w/c 30 September 2024 at edi.unsw.edu.au

Use of Eligible Entrant's personal information

25. Personal information including the Eligible Entrant's name, pronouns, address and email will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
26. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
27. Eligible Entrants may access, change or update their personal information by emailing the Promoter at access_equity_inclusion@unsw.edu.au. A copy of the Promoter's privacy policy is available at <https://www.unsw.edu.au/privacy>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

Entry content

28. The Works entered by an Eligible Entrant must be:
 - a. new and unpublished (including on social media); and
 - b. the Eligible Entrant's original Works.

The Promoter reserves the right to require the Eligible Entrant to verify that the Works are the Eligible

Entrant's unpublished, original work. If the Promoter is unable to verify that the Works are unpublished, original work to its satisfaction, the entry will be deemed invalid.

29. Eligible Entrants warrant that their Works are not in breach of any third party intellectual property or moral rights. Eligible Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause 28.
30. An Eligible Entrant's Works must not include:
 - (a) any image, video or voice of any other person without that person's express consent;
 - (b) any content that contravenes any law; and
 - (c) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
31. Eligible Entrants agree to not use, communicate or publish their Works (including on social media) for the duration of the Competition Period until the Winner has been announced.
32. Eligible Entrants agree that the Promoter may retain a copy of their Works following the Competition Period for archival and record-keeping purposes only.
33. By entering this Competition, Eligible Entrants consent to the Promoter, for the duration of the Competition Period, dealing with their Works or entry content in any way that may otherwise infringe the Eligible Entrant's moral rights and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
34. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the Eligible Entrants or their Works on any social media platform in connection with this Competition.

General conditions

35. The Promoter's decision is final, and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
36. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
37. The Promoter reserves the right to request verification of the social media profile of Eligible Entrants and of the age, identity and residential address of the Winner and any other information relevant to entry into or participation in this Competition. Verification is at the

discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.

38. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
39. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted, or modified by the Promoter. These terms and conditions do not exclude, restrict, or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees, and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in market value to that stated in these terms and conditions;
 - (e) any tax implications; or
 - (f) the Prize.
40. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify, or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.