

NAIDOC Week Art Competition

Presented by the CPL Group

The CPL Group comprises the following companies:

- CPL – Choice, Passion, Life A.C.N 009 942 269
- Cootharinga North Queensland, A.C.N 009 565 679
- Access Arts (CPL) Ltd, A.C.N 631 019 166

(CPL Group)

By entering into the competition through submitting your artwork, you agree to the terms and conditions set out below with each and every entity of the CPL Group. This means any entity under the CPL Group can rely on these terms and conditions to do something as permitted, for example, with the appropriate acknowledgement displaying the winning artwork on their website to promote future competition of the same kind.

Before you accept the CPL Group's terms and conditions below, we strongly advise you to seek your own legal advice and form your own judgement on the meaning of these terms. We have tried every endeavor to make these terms and conditions in plain English, and we also included our interpretation of one clause. Please note the CPL Group's interpretation of certain clause is for your reference only, and it should not replace your independent legal advice.

Terms and Conditions

1. The artwork submitted is to reflect the 2021 NAIDOC theme: Heal Country!
2. Aboriginal and/or Torres Strait Islander artists submitting artwork must:
 - a) be of Aboriginal and/or Torres Strait Islander descent;
 - b) identify as an Aboriginal and/or Torres Strait Islander;
 - c) be an individual aged 10 years or older;
 - d) note that no group entries of three (3) or more artists will be accepted;
 - e) provide at least two (2) clear close-up photos of the artwork;
 - f) provide one (1) photo of the Aboriginal and/or Torres Strait Islander artist holding his/her artwork in their arms;
 - g) provide a description of the artwork (maximum 200 words) on how the artwork reflects the 2021 NAIDOC Week theme: Heal Country!
 - h) note that the only accepted photo format is jpgs and the accepted size of the file is between 1MB and 3MB.
3. All entries will be viewed and judged by representatives from the CPL Group.
4. The Aboriginal and/or Torres Strait Islander artist/s acknowledges and agrees that their artwork may be copied or reproduced by the CPL Group for the purposes of judging the

- competition and to place the artwork onto digital platforms such as the website and social media. In such instance, the Aboriginal and/or Torres Strait Islander artist will be acknowledged for the artwork.
5. The Aboriginal and/or Torres Strait Islander artist acknowledges and understands that the CPL Group cannot stop third parties from copying artwork from any platforms where the artwork may be featured.
 6. All participating artists acknowledge that:
 - a) they are aged 10 years or older at the time the artwork is submitted;
 - b) the artwork submitted is original work;
 - c) permission has been received for components of the artwork where necessary; and
 - d) there is no restriction for the CPL Group to use the artwork;
 - e) relevant permissions and approvals have been obtained by the Aboriginal and/or Torres Strait Islander artist and they are held accountable for the use of any graphics, flags, or images of Aboriginal and Torres Strait Islander people that feature within the artwork.
 7. Where a participating Aboriginal and/or Torres Strait Islander artist is under the age of 18, the Aboriginal and/or Torres Strait Islander artist's adult parent/guardian must complete the entry form on behalf of the name of the Aboriginal and/or Torres Strait Islander artist by stating the parent/guardian's name and agreeing to these terms and conditions on behalf of the Aboriginal and/or Torres Strait Islander artist.
 8. A total of four (4) prizes can be won over two categories.
 - a) Category 1: Creative Ability: Winner \$350 VISA gift card, Runner-Up \$150 VISA gift card
 - b) Category 2: Up-and-Coming Artist: Winner \$2500, Runner-Up \$1500.
 9. The decision of the judges will be final and absolute. Winners will be contacted to arrange delivery of prizes within a timely manner.
 10. Intellectual property rights in all submissions, including the winning artwork, will remain with the Aboriginal and/or Torres Strait Islander artist unless the CPL Group purchases the winning artwork.
 11. If an Aboriginal and/or Torres Strait Islander artist accepts one of the cash prizes, the winning Aboriginal and/or Torres Strait Islander artist further agrees:
 - a. to give the CPL Group:
 - i. priority to purchase the winning Aboriginal and/or Torres Strait Islander artwork; and
 - ii. if the CPL Group do not purchase the winning artwork, then priority in using the reproduced image of the winning artwork before any proposed sale.

(This paragraph means that the winning Aboriginal and/or Torres Strait Islander artist will not sell the original winning artwork to anyone else unless both of the following conditions are met:

 - i. *the CPL Group had been offered an opportunity from the winning Aboriginal and/or Torres Strait Islander artist in writing to buy the artwork and the CPL Group had written to the winning Aboriginal and/or Torres*

- Strait Islander artist that they do not wish to purchase the particular winning artwork; and*
- ii. *the CPL Group had the opportunity to reproduce the particular winning artwork in accordance with clause 11.c of this agreement and had written to the winning Aboriginal and/or Torres Strait Islander artist that they no longer needed to reproduce the artwork.)¹*
- b. to guarantee and assure that at the time of submitting the artwork there is no cultural or religious reason or any other impediment that prevents the artwork from being exhibited, published or reproduced.
 - c. if the CPL Group do not purchase the winning artwork, the winning Aboriginal and/or Torres Strait Islander artist allows the CPL Group to use reproduced image of the winning artwork on the following conditions:
 - i. the reproduced image can only be used for the purpose of promoting similar competitions or initiatives in future years;
 - ii. the reproduced image must be submitted in 1MB-3MB file size; and
 - iii. the quantity of the reproduced image for the use of CPL Group must be less than 50 in total.
12. The CPL Group will obtain the Aboriginal and/or Torres Strait Islander artist's consent prior to the use or alteration of their artwork that falls outside of the scope of these terms and conditions, and such consent is not to be unreasonably withheld.
 13. Any reproduction will acknowledge the original Aboriginal and/or Torres Strait Islander artist of the artwork.
 14. All entries must be received by **5:00pm AEDT Friday 25 June 2021** via the online submission form on the bit.ly/NAIDOCartcomp website or by alternative means if organised with the CPL Group.
 15. If, for any reason, the competition is not able to be run as planned CPL Group has the right to cancel the competition without responsibility to any entrant, or any other person, and will not reimburse Aboriginal and/or Torres Strait Islander artists for any losses including time or replenishing resources used to create the artwork.
 16. The CPL Group is the Promoter of this competition in acknowledgement and celebration of NAIDOC week. This competition is not in partnership with NAIDOC week, the National Indigenous Australians Agency, the Commonwealth of Australia, or its associates.
 17. The CPL Group holds the right to verify the validity or submitted artwork by requesting further information and supporting proof and can disqualify any submission that does not meet the eligibility criteria, or the terms and conditions outlined.
 18. Aboriginal and/or Torres Strait Islander artists may submit **one** artwork into **one** selected category of their choice. If an artwork by the same Aboriginal and/or Torres Strait Islander artist is entered in both the Creative Ability and Up-and-Coming Artist categories, the

¹ Please note: words in *italics* are the CPL Group's interpretation of clause 11.a to assist you in making a decision with respect to acceptance of the prize. The CPL Group do not offer any legal advice on these terms and conditions, so please seek your independent legal advice before you wish to accept these terms and conditions and any prize.



artwork submitted into the Up-and-Coming Artist category will automatically be disqualified.

19. The Aboriginal and/or Torres Strait Islander artist must accept these terms and conditions in order to enter the NAIDOC Week Art Competition, presented by the CPL Group.