

Acknowledgement of Country Artwork Competition

Schedule

Competition	University of South Australia Acknowledgement of Country Artwork Competition
Promoter	University of South Australia (ABN 37 191 313 308) of 55 North Terrace, Adelaide SA 5000 (UniSA)
Contact Details	Cameron Schutz Telephone: 8302 7992 Email: cameron.schutz@unisa.edu.au
Eligible Entrant	An individual that satisfies each of the following criteria: <ol style="list-style-type: none"> currently enrolled in a program of study at UniSA; identify as Aboriginal or Torres Strait Islander; not a provider of the Prize, goods or services to the Competition; and for persons under 18 years of age, participating in the Competition with the approval of their parent or guardian.
Eligible Entry	Entries must: <ol style="list-style-type: none"> be submitted by an Eligible Entrant during the Entry Period; and comply with the terms and conditions (including this Schedule) in every respect.
Entry Period	Commences: 9.00am on Monday, 12 August 2024 Adelaide time
	Ends: 11:59pm on Monday, 2 September 2024 Adelaide time
Entry Method	To enter, entrants must complete and submit the entry form at https://i.unisa.edu.au/students/student-support-services/wirringka-student-services/acknowledgement-of-country-artwork-competition , including by uploading a digital copy, photo or scan of the artwork (Artwork) in the following format: <ol style="list-style-type: none"> for digital Artworks, a minimum size of 600 x 900mm, JPG or PNG file no larger than 5MB; or for traditional Artworks, A3 size scanned or photographed

	<p>as JPG or PNG file no larger than 5MB.</p> <p>Entrants must provide a brief description of the artwork, e.g. its meaning and what it represents (Artist's Statement).</p> <p>Following the prize draw, UniSA may request the Prize Recipient provide:</p> <ul style="list-style-type: none"> a) a high-quality digital copy of the Artwork; or b) the original Artwork to be professionally scanned or photographed, <p>for the purpose of using the Artwork in accordance with these terms and conditions.</p>
Maximum number of Entries	Each Eligible Entrant may only enter the Competition once.
Judging Details	Commences: 10.00am Adelaide time on Friday 6 September 2024
	Conducted by: UniSA personnel at Jeffrey Smart Building, City West Campus, 243 Hindley Street, Adelaide SA 5000
	<p>The Artwork and the Artist's Statement will be reviewed and considered together for the purpose of judging. The judging criteria is:</p> <ul style="list-style-type: none"> • originality; • creativity; • quality; • artistic merit; and • suitability for Acknowledgment of Country collateral. <p>The judges will select, from the pool of Eligible Entries, the best Artwork (taking into account the judging criteria above) which has been submitted in accordance with the Entry Method. This entrant will be the First Prize Winner (the First Prize Winner).</p> <p>The Judges will select from the pool of Eligible Entries, an additional prize winner (Second Prize Winner), on the basis of merit (taking into account the judging criteria above).</p> <p>No element of chance will be used to determine the outcome of the Competition. Each Eligible Entrant who is a First Prize Winner or a Second Prize Winner will be declared a winner (Prize Recipient).</p> <p>UniSA reserves the right not to award the Prize, including, without limitation if the judges consider that none of the Eligible Entries are of a suitable standard to receive the Prize or there are</p>

	insufficient entries of suitable merit to award the Prize.	
Prize	The Prize Recipients will win:	
	Prize	Approximate Value (incl. GST)
	First Prize Winner	
	Cash	\$1,000
	The First Prize Winner's Artwork will be displayed on UniSA's Acknowledgment of Country collateral and for any other purpose in accordance with these terms and conditions.	
Prize announcement and collection	Second Prize Winner	
	Cash	\$500
	The Second Prize Winner's Artwork will be displayed on marketing collateral for UniSA's Aboriginal Makers and Creators event in October 2024 and for any other purpose in accordance with these terms and conditions.	
	Regardless of these terms and conditions, UniSA reserves its right not to use the First Prize Winner's Artwork or the Second Prize Winner's Artwork for any purpose.	
	Date of announcement: Monday 9 September 2024	
	Displayed at:	1. UniSA's Facebook page (www.facebook.com/UniSA); and
		2. UniSA's Instagram page (www.instagram.com/UniversitySA); and
		3. UniSA Student Life Newsletter and UniSA Staff Announcements.
	Dates for Prize delivery: Cash prizes will be delivered to the Prize Recipients between Monday 9 September 2024 and Friday 4 October 2024 via electronic bank transfer, subject to the Prize Recipient providing their bank details to UniSA.	
UniSA rights to use and/or own your Entry	See clauses 18, 21, 22 and 24 of the Terms and Conditions.	
Additional Terms applicable to this Competition	Not applicable.	

Acknowledgement of Country Artwork Competition

Terms and Conditions

By entering the Competition, you agree and represent that:

- (a) you have read and understood these terms and conditions; and
- (b) if you are under 18 years of age, your parent or guardian has read these terms and conditions and has provided their approval for you to participate in the Competition and to provide the personal information contained in your entry. We may request written confirmation from your parent or guardian that they have provided the necessary approval.

Defined terms are contained in the Schedule.

PROMOTER

- 1. The promoter of the Competition is UniSA. If you have any queries regarding the Competition, please contact UniSA on the Contact Details.

TERMS AND CONDITIONS

Eligibility for entry

- 2. Entry is open to any individual who is an Eligible Entrant.
- 3. Only Eligible Entries will be accepted.
- 4. Entries must be submitted during the Entry Period. UniSA takes no responsibility for late, lost, incomplete, illegible or misdirected entries, which will not be accepted.
- 5. You may only submit the Maximum Number of Entries.
- 6. UniSA may exclude from the Competition any entry which it considers (in its sole and absolute discretion):
 - 6.1. does not or may not reflect positively on UniSA;
 - 6.2. may damage the reputation or goodwill associated with UniSA, its branding and other intellectual property;
 - 6.3. is not artistic in nature;
 - 6.4. is defamatory, abusive, obscene or constitutes vilification of third parties; or
 - 6.5. is otherwise inappropriate.

Entry Method

- 7. You must enter the Competition in accordance with the Entry Method.

Judging of Eligible Entries

8. Judging of all Eligible Entries will be conducted in accordance with the Judging Details.
9. The judges' decision is final and no correspondence will be entered into regarding the decision or the decision-making process.

Prize

10. Subject to clause 11, the Prize will be awarded to the Prize Recipient.
11. UniSA reserves its right not to award the Prize including, without limitation if the judges consider that none of the Eligible Entries are of a suitable standard to receive the Prize, or there are insufficient entries of suitable merit to award the Prize.
12. The Prize is not transferable, or otherwise substitutable, by the Prize Recipient. No component of the Prize may be redeemed for cash.

Announcement of Prize Recipient and Prize collection

13. The Prize Recipient will be notified by email on the date set out in the Schedule, to the email address given on their entry.
14. The name of the Prize Recipient and the Prize details will be displayed at the place(s) set out in the Schedule for at least fourteen days after the date that the Competition is judged.
15. The Prize Recipient must collect their Prize from UniSA at any time between 9:00am and 5:00pm on a weekday (that is not otherwise a public holiday in South Australia) during the period and at the place set out in the Schedule.
16. If the Prize Recipient does not collect their Prize during the period set out in the Schedule, then the Prize Recipient will be deemed to have forfeited any right to their Prize, and UniSA may dispose of or otherwise deal with the Prize as it sees fit.

Use of Design/Artwork

17. By submitting an Eligible Entry to the Competition, you:
 - 17.1. grant to UniSA an irrevocable, exclusive, worldwide, royalty free licence for UniSA to use your Artwork for its business purposes, including without limitation, to display the Artwork on UniSA's Acknowledgment of Country collateral, to use the Artwork in connection with and/ or for the promotion of UniSA events (including without limitation via UniSA's social media channels, UniSA's Student Life Newsletter, UniSA's Staff Announcements, UniSA's webpage(s), physical posters or materials on campus), to use the Artwork for educational, training, marketing, promotional and publicity purposes and to commercially exploit the Artwork by its use in merchandise and/or services sold or supplied by or on behalf of UniSA or its authorized third party/ies to other entities (whether or not those activities generate any revenue);
 - 17.2. agree that in relation to any moral rights (as defined by the Copyright Act 1968 (Cth)) that you hold in the Artwork (**Moral Rights**), you

irrevocably and voluntarily consent to any of the following acts or omissions on the part of UniSA, namely:

- 17.2.1. using, reproducing, adapting or exploiting all or any part of the Artwork, with or without attribution of authorship;
 - 17.2.2. using the Artwork in a different context to that originally envisaged;
 - 17.2.3. altering the Artwork or design by adding to, removing elements from, or rearranging elements of it;
 - 17.2.4. making any modification, variation or amendment of any nature whatsoever to the Artwork, whether or not it results in a material distortion, destruction or mutilation of it or is prejudicial to your honour or reputation,
- but not to UniSA falsely attributing authorship of the Artwork;
- 17.3. agree that UniSA may use your entry either in full or in part for an unlimited period without remuneration for the purposes set out in clause 17.1, for promoting this Competition (including any outcome) and UniSA's goods or services;
 - 17.4. agree that you are not entitled to any fees or other compensation in return for any use of the Artwork permitted by these terms; and
 - 17.5. you agree to sign any further documentation reasonably required by UniSA to give effect to the licence under paragraph 17.1.
 - 17.6. warrant that:
 - 17.6.1. the Artwork submitted was devised and taken by you, is your original work and you own all intellectual property rights in the Artwork (including, without limitation, all copyright) or otherwise has the full authority to grant the licences under paragraphs 17.1 and have the ability to provide consent under paragraph 17.2;
 - 17.6.2. you have complied with all relevant laws in making the Artwork and entering this Competition;
 - 17.6.3. you have obtained the written consent (in a form acceptable to UniSA) of all persons whose images appear in your Artwork for their image to be used as contemplated under these terms and conditions and that you will provide a copy of the written consent to UniSA on the request of UniSA;
 - 17.6.4. use of the Artwork as contemplated under these terms and conditions will not infringe the intellectual property rights of any third party (including, without limitation, any third-party trademarks); and
 - 17.6.5. where the Artwork depicts imagery of Aboriginal knowledge, artefacts, tools, or other expressions of Aboriginal people's ways of knowing, you assert that the entry depicting images and ways of knowing has not been misappropriated, manipulated or altered. Visit [here](#) for further information on

UniSA's commitment to Aboriginal and Torres Strait Islander engagement.

Personal Information

18. Your personal information will be collected by UniSA pursuant to this Competition and:
 - 18.1. used to administer the Competition, obtain any necessary authorisations to conduct the Competition, enable the identification of the Prize Recipient, enable the electronic transfer of the Prize to the Prize Recipient and to provide you (via email) with marketing, promotional and advertising information about UniSA; and
 - 18.2. handled in accordance with UniSA's privacy policy located at <https://i.unisa.edu.au/policies-and-procedures/university-policies/hr/privacy-policy/>.
19. By entering the Competition, you acknowledge and agree that if you are judged as the Prize Recipient, UniSA may:
 - 19.1. use your name; and
 - 19.2. interview you, and take your photo,for the marketing, promotional, publicity and other business purposes of UniSA, including without limitation, to display your name, photo and winning entry on UniSA's website (www.unisa.edu.au), UniSA's Facebook page (www.facebook.com/unisa), UniSA's Instagram page (www.instagram.com/UniversitySA), UniSA's Student Life Newsletter, UniSA's Staff Announcements. You acknowledge and agree that you will not be entitled to any payment or compensation for such use or licence.
20. Unless otherwise stated, personal information will not be disclosed to third parties, except for the purposes of administering the Competition and the Prize.
21. By entering the Competition, you consent to:
 - 21.1. inclusion of your personal information on UniSA mailing lists. Your ability to opt out of any mailing lists is detailed in our privacy policy; and
 - 21.2. UniSA's storing your personal information and using your personal information to provide you (via email) with marketing, promotional and advertising information about UniSA.

General

22. You acknowledge that UniSA is under no obligation to use your entry, and any reproduction or communication of your entry to the public (in accordance with these terms and conditions) is at its complete discretion.
23. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. If the Entry Method contains any use of Facebook, you:
 - 23.1. release Facebook from any liability arising from, or in connection with, the Competition;

- 23.2. must comply with any terms and conditions imposed by Facebook which may apply to your participation in the Competition, including but not limited to the use of any intellectual property or branding;
- 23.3. unless otherwise stated in the Entry Method, UniSA is not inviting you to post comments or any other material on the wall of its Facebook page. UniSA reserves the right to remove any posts on its Facebook page which it deems inappropriate.
- 24. All Prizes are subject to availability. In the event that any Prize or part of it becomes unavailable due to circumstances beyond UniSA's reasonable control, it reserves the right to provide a similar product or service of equivalent value as the original Prize, subject to any applicable laws.
- 25. There may be ancillary costs and expenses associated with participating in the Competition and collecting or using a Prize. These costs and expenses are your sole responsibility and will be borne by you. UniSA accepts no responsibility for any tax implications that may arise from winning a Prize and where appropriate, independent financial advice should be sought.
- 26. If there is any event that prevents or hinders UniSA's conduct of the Competition or its ability to deliver the Prize to the Prize Recipient, UniSA may, in its discretion, cancel the Competition and recommence it at another time under the same or other conditions.
- 27. To the maximum extent permitted by law, you agree to indemnify and hold harmless UniSA, (and its agents, instrumentalities, officers and employees) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from your breach of these terms and conditions, your participation in the Competition and any component of the awarded Prize.
- 28. To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms which may be implied by statute, custom or the common law are excluded from the Competition and these terms and conditions. If any supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law*, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law*, provided that, to the extent that the *Australian Consumer Law* permits UniSA to limit its liability, then UniSA's liability will be limited to:
 - 28.1. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - 28.2. in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 29. Except where otherwise required by law (or the rules of any applicable licensing authority), the conduct of the Competition and these terms and conditions are governed by the laws of South Australia. You submit to the exclusive jurisdiction of the courts of South Australia.