



PRINCIPAL PARTNER



NAIDOC Netball Design Competition 2021 Terms and Conditions

1. Information on how to enter this competition forms part of the Terms and Conditions of entry. Entry into this competition is deemed to be an acceptance of these Terms and Conditions. The Promoter is Netball WA, ABN 36 657 982 648 of 200 Selby St, Jolimont WA 6014. Phone: (+61) 8 9380 3700 (Promoter).
2. To be eligible to enter the competition during the Promotion Period, participants (either acting as an individual or part of a group), submit a copy direct to Netball WA or must send a photo, or scanned copy of their Gilbert ball design and story about their artwork to feature on the 2021 NAIDOC Netball to socialmedia@netballwa.com.au
3. Entry is open to all NAIDOC Carnival participants, Shooting Stars site participants and Netball WA Grassroots sites participants.
4. Entry excludes any individual or group not directly connected to the Shooting Stars or Netball WA Grassroots sites, members of the board, officers, management, employees and other staff and the immediate families of board, officers, management, employees (including, without limitation, prize suppliers).
5. Entrants are responsible for the accuracy of the information provided and are aware that they may forfeit their right to claim the prize if they are the winner and if the Promoter cannot reasonably contact them because the entrant's details are inaccurate.
6. The NAIDOC Netball Design Competition begins on 10/11/2020 and ends on 28/11/2020 at 12.00pm AWST (Promotion Period).
7. The Promoter reserves the right to extend the competition period, in which case the Terms and Conditions will be updated to reflect an extended period.
8. The winning design will be replicated on more than 500 netballs and feature within event signage for the 2021 NAIDOC Netball Carnival in Perth.
9. The prize is not transferable and must not be sold or used for any commercial purposes, without the prior written approval of the Promoter, which may be withheld in its sole and absolute discretion.
10. Entrants under 18 years old must have their parent's/guardian's or site coordinator permission to accept the prize.
11. In the event of an unclaimed prize after 5 working days since the notification to the prize Winner by phone or email, a redraw will occur whereby a new prize winner will be selected and notified by phone or email. The new prize winner will have 5 working days from notification to claim the prize, this process will continue until the prize has been claimed.

12. The Promoter accepts no tax liability incurred as a result of any participation in the competition. The Promoter's decision is final and no correspondence will be entered into other than with the winner.
13. The winning design will be selected by a panel of voluntary judges, based on the designs and story submitted. The winner will be judged to be the most creative design and/or the most meaningful story. The judging panel will include:
- One (1) x representative of Netball WA
 - One (1) x representative of the Insurance Commission of WA
 - One (1) x representative of the Aboriginal and Torres Strait Islander Community
14. The prize draw will take place at 10am WST on 1 December 2020.
15. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. No substitution or transfer of a prize is permitted, except by the Promoter. One (1) entry is permitted per individual.
16. **Licence**
- a) By submitting an entry, you agree that you are the original creator of the artwork and story submitted (Artwork), individually or collectively.
 - b) You agree to grant Netball WA a non-exclusive licence to use the Artwork and Story without a fee for the following purposes (Licence):
 1. Production and distribution of the 2021 NAIDOC & Multicultural Carnival Netballs;
 2. Production of collateral relating to the 2021 NAIDOC Netball Carnival. This includes, but is not limited to flyers, posters, event programs, signage, website and social media graphics;
 3. Inclusion in Netball WA clothing or merchandise items or designs;
 4. Other purposes subject to your prior approval which will not be unreasonably withheld.
 - a) You agree that you will not licence the Artwork and Story to another party or allow another party to use the Artwork and Story.
 - b) The Promoter will acknowledge the entrant as the Artist in each instance where the Artwork is presented in its whole. The acknowledgement will refer to either the individual or the site, depending on the type of the entry, individually or collective.

17. Moral rights

If moral rights subsist in the Artwork and Story, you consent to the Promoter:

- a) Performing, exhibiting, reproducing, adapting and communicating any part of the Artwork and Story in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to the Artwork and Story;
- b) Adapting or changing the Artwork and Story in any way, including by addition or subtraction from the Artwork and Story; and



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- c) Combining or juxtaposing (i.e comparing or placing alongside) the Artwork and Story with anything else, whether those actions or events occur before or after the date this consent is given.

18. Your Acknowledgements

By entering the competition, you acknowledge and agree that:

- a) You have the right to licence the Artwork and Story to the Promoter;
 - b) To the best of your knowledge and belief, no person's consent is required in respect of licence of the Artwork and Story to the Promoter;
 - c) The use by the Promoter of the Artwork and Story will not infringe any intellectual property rights of any person, nor give rise to payment by the Promoter of any royalty to any third party or to any liability to pay compensation; and
 - d) You had the opportunity to obtain independent advice before submitting your Artwork and Story to the Promoter.
19. Your personal information provided will only be used by the Promoter for the purposes of conducting this Competition.
20. Participants are subject to the Netball Australia Privacy Statement and Privacy Policy, which can be found at <http://netball.com.au/privacy>
21. Eligible Entrants, in the event they are a prize winner, consent to the Promoter using their name, likeness, image or voice (including photographs, film and recording of the same) in any media for an unlimited period without remuneration and without notice for the purpose of promoting this Promotion.