



PRINCIPAL PARTNER



NAIDOC Netball Design Competition 2024 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) must submit their Gilbert ball design and story about their artwork to feature on the 2024 NAIDOC Netball to partnerships@netballwa.com.au
3. Entry is open to all NAIDOC Carnival participants, Shooting Stars site participants and Netball WA Grassroots sites participants.
4. Entrants under 18 years old must have their parent's/guardian's or site coordinator consent to enter the competition.
5. The officers, management and employees (and immediate family members of officers, management and employees) of the Promoters and their related corporations and associated agencies, including third party prize suppliers, are not eligible to enter the Competition.
6. Entrants are responsible for the accuracy of the information provided, the Promoter accepts no responsibility for not being able to reasonably contact an entrant because the entrant's details are inaccurate.
7. The NAIDOC Netball Design Competition closes on 31/08/2023 at 11.59pm AWST (Promotion Period).
8. 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.
9. The winning design will be replicated on more than 500 netballs and feature within event signage for the 2024 NAIDOC Netball Carnival in Perth.
10. 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 CommunityThe Promoter's decision is final and no correspondence will be entered into other than with the winner.

11. The winner will be contacted via email within 14 days of the competition closing date. 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.

12. License

- 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 license to use the Artwork and Story without a fee for the following purposes (License):
 1. Production and distribution of the 2024 NAIDOC & Multicultural Carnival Netballs;
 2. Production of collateral relating to the 2024 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 license 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.

13. 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
- 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.

14. Your Acknowledgements

By entering the competition, you acknowledge and agree that:

- a) You have the right to license 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 license of the Artwork and Story to the Promoter;



PRINCIPAL PARTNER



- 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.
15. Your personal information provided will only be used by the Promoter for the purposes of conducting this Competition.
16. Participants are subject to the Netball Australia Privacy Statement and Privacy Policy, which can be found at <http://netball.com.au/privacy>
17. Eligible Entrants, in the event they are the competition 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.