

## **NAIDOC Round Jumper design**

### **Terms and Conditions**

West Australian Football Commission

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The West Australian Football Commission wishes to acknowledge and celebrate the traditional owners of this land and pay respects to the elder's past, present and emerging and them for their contribution to our great game. Terms and Conditions

### **Terms and Conditions**

This document contains the Terms and Conditions under which the West Australian Football Commission (WAFC) (ABN 51 167 923 136) (Promoter) will offer rewards under its *NAIDOC Round Jumper design (Competition)*.

1. This document, and any information on prizes and how to enter the Promotion forms part of these Terms and Conditions. Entries not completed or submitted in accordance with these Terms and Conditions are ineligible to win any Prize.
2. By submitting an Entry and participating in the Promotion, an Entrant unconditionally agrees to accept these Terms and Conditions.
3. Entrants must be Aboriginal and/or Torres Strait Islander, as defined by the following:
  - a) Is of Aboriginal and/ or Torres Strait Islander descent
  - b) Identifies as Aboriginal and/ or Torres Strait Islander
  - c) Is accepted as such by the community in which he or she lives or has lived.
4. The Entry Period: The Promotion commences on Friday the 1<sup>st</sup> of April at 3pm (AWST) and closes on Monday 2nd of May at 5pm (AWST). The prize winner will be selected on Wednesday the 4<sup>th</sup> of May at 9am (AWST). All Entries must be received during the Entry Period.
5. Entry Method: During the Entry Period, entrants must submit a valid entry via the entry page at ENTER LINK. The Entrant must also provide the following details:
  - a) First name and surname
  - b) Residential address
  - c) Email address
  - d) Mobile phone number
  - e) Date of birth
  - f) Story behind the jumper design
6. 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.
7. Prize: The winning Entrant will receive
  - a) Your designed jumper to be framed and given to the
8. Entry Limits: Only one Entry per Entrant is permitted.

9. All Entries become the property of the Promoters upon submission. No responsibility is accepted for late, lost or misdirected entries.
10. Selection of Winner: Valid Entries will be evaluated by the Promoter and a winning Entry will be selected on 3rd of July 2022 at 9am (AWST). Any decision(s) made by the Promoter in respect of a winning Entry will be final.
11. 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 the WAFC a non-exclusive license to use the Artwork and Story without a fee for the following purposes (license):
    - I. Production and distribution of the NAIDOC Round Jumper.
    - II. Production of collateral relating to the NAIDOC Round Jumper. This includes, but not limited to flyers, posters, event programs, signage, website and social media graphics.
    - III. Other purposes subject to your prior approval which will not be unreasonably withheld.
  - c) You agree that you will not license the Artwork and Story to another party or allow another party to use the Artwork and Story.
  - d) The Promote 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, individual or collective.
  - e) The WAFC reserve the right to modify the football jumper design template at any time. We will endeavor to work with the winning artist to incorporate these modifications in the design.
12. 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;
  - a) Adapting or changing the Artwork and Story in any way, including by addition or subtraction from the Artwork and Story; and
  - 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.
13. 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.
  - 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 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.
- 14. Your personal information provided will only be used by the Promoter for the purposes of conducting this Competition.
- 15. Eligible Entrants, in the event they are a prize winner, consent to the Promoter and the Insurance Commission of Western Australia 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 sole purpose of promoting this Promotion. Within reason, the prize winner is also required to be available for any media opportunities.
- 16. The Promoter are not liable for late, incomplete, misdirected, incorrectly submitted or delayed entries, claims or correspondence due to error, omission, tampering, theft, destruction, communications failure or otherwise.
- 17. Winner Notification: The Winner will be notified via email or mobile phone (as submitted at the time of their Entry) following their selection. If the winner does not confirm their acceptance of the Prize with the Promoters within 24 hours of the first attempted contact by the Promoters, the Prize will be deemed to be forfeited by the Winner. If this happens the Promoters may redistribute the Prize to any person (including another Entrant) at their sole discretion.
- 18. All expenses (including costs of travel to the game(s)) other than those expressly referred to in these Terms and Conditions will be at the Winner's cost. The Promoters will not be liable for the failure of a Winner (or their friends) to meet travel schedules or any cancellations. No cash or other prize will be awarded if the Winner (or a friend or other companion of the Winner) cancels for any reason.
- 19. The Prize (or any part of the Prize) may be altered at the discretion of the Promoters.
- 20. 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.
- 21. If the Prize comprises any voucher, gift card or ticket to an event are subject to the third party's applicable conditions of use.
- 22. If, for any reason beyond the reasonable control of the Promoter, the Promotion is not capable of running as planned (including in respect of the awarding and/or use of any part of a Prize), 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 Promotion, unless to do so would be prohibited by law. To the extent permitted by law, the Promoter are not liable for any loss which is suffered or incurred as a result of any such action, cancellation, termination, modification or suspension.
- 23. Nothing in these Terms and Conditions restricts, excludes, modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 24. Subject to any approval by a relevant authority, the Promoter reserves the right to alter these Terms and Conditions, including to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these Terms and Conditions.
- 25. In the event of a dispute relating to the Promotion and these Terms and Conditions, the decision of the Promoter is final and binding, and no correspondence will be entered into.

26. Where the Promotion is promoted on Facebook, Instagram or Twitter, entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with any of these social media platforms and Entrants in the Promotion release Facebook, Instagram and Twitter, and their associated companies from all liability arising from the Promotion.
27. Your personal information provided will only be used by the Promoter for the purposes of conducting this Competition.
28. Participants are subject to the WAFC Privacy Policy, which can be found [here](#).
29. These Terms and Conditions are subject to the laws of Western Australia and all Entrants submit to the non-exclusive jurisdiction of the courts of Western Australia.