

First Peoples' Assembly of Victoria – Treaty Car Design Competition 2023

Conditions of entry

Promoter	First Peoples' Assembly of Victoria Ltd (ABN 51 636 189 412), 48 Cambridge Street, Collingwood VIC 3066.
Entry Restrictions	Open to Aboriginal and Torres Strait Islander peoples living in Victoria, and Traditional Owners of Country in Victoria, only. Entrants under the age of 16 must have their parent or legal guardian's consent to enter the competition.
Competition Period	9:00AM (AEST) on 19/01/2023 to 11:59PM (AEST) on 16/02/2023.
Entry Method	During the Competition Period, entrants must: (a) create an original design to be printed onto a car/s that is inspired by the Treaty for Victoria journey in accordance with the Design specifications listed in paragraph 6 below (Design); (b) submit the Design digitally to the Promoter via the online entry form located at: firstpeoplesvic.org/treaty-car-comp , and (c) provide any additional information as required by the Promoter. By submitting an entry, entrants acknowledge and agree that ownership of the winning Design/s will be assigned from the winner to the Promoter and that the winner will need to enter into an intellectual property assignment in respect of the winning Design/s in favour of the Promoter. Entrants may submit as many original Designs as they wish. Each Design must be submitted to one (1) region only.
Winner Determination	Entries will be judged blind. The best valid entries received during the Competition Period, as determined by the judges, will win a prize. Up to two (2) winning Designs will be selected per region. In the event that the Promoter deems in its absolute discretion that any or all entries are not in accordance with the Promoter's guidelines or are otherwise deemed to be unsuitable, the Promoter reserves the right to not choose a winning Design or to determine a winner.
Prize Details	There are up to ten (10) prizes to be won. Each prize is \$5,000 (excluding GST), paid to the winner/s by cheque or EFT (as chosen by the winner/s).
Prize Pool	The total prize pool is valued at up to \$50,000 (excluding GST).
Winner Notification	The winners will be notified by email on within one (1) week after the Competition Period ends.
Prize Claim Date and Time	Prizes must be claimed by 5:00PM (AEST) on 22/02/2023.
Unclaimed Prize Details	If the prize remains unclaimed by the Prize Claim Date and Time, the Promoter will award the prize to the next best valid entry, in accordance with the Winner Determination section.

1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.

Entries must be received digitally during the Competition Period, in accordance with the Entry Method. Entries are deemed to be received at the time they are received by the Promoter's

database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Entrants are responsible for their own costs associated with accessing the Internet.

- 2 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 3 This is a game of skill; chance plays no part in determining the winner. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, creative merit and the best representation of the Treaty for Victoria journey. Entries will be judged blind.
- 4 The best valid entries, received during the Competition Period, as determined by the judges, will win the prizes.
- 5 Each Design must be the entrant's original work. Designs must:
 - (a) be inspired by the Treaty for Victoria journey and/or the region you are submitting the design to;
 - (b) be supplied as a vector or very high resolution file. Acceptable files: High Res PDF, PSD, AI, JPG or PNG at least 300dpi;
 - (c) be provided along with a filled in template file (available via: firstpeoplesvic.org/treaty-car-comp) to show us how to apply your artwork to the vehicle sides and roof.
- 6 By entering this competition entrants:
 - (a) acknowledge that the Promoter may include their name and Design on social media channels and other public spaces to be viewed by the general public;
 - (a) warrant that they own the intellectual property rights in any Design submitted by them into this competition, and that no rights have been granted to any third party in respect of their Design;
 - (b) undertake to the Promoter that their Design is not, and its use by the Promoter will not be, in breach of any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property rights and defamation);
 - (c) warrant that their Design does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so;
 - (d) agree that, if they are the winner, they will be required to enter into an intellectual property assignment in respect of the winning Design in the form specified by the Promoter; and
 - (e) agree that, other than as specified in these Conditions of Entry, the winner will receive no additional payment, remuneration or benefit of any kind for:
 - (i) the creation of their Design; or
 - (ii) the assignment of the intellectual property rights in their Design to the Promoter.
- 7 The winners will be notified in accordance with the Winner Notification section of these conditions.
- 8 The prizes are as stated in the Prize Details. If the winner/s chooses to receive the prize/s as a cheque, the Promoter will arrange delivery of the prize to the winner, at the Promoter's expense.
- 9 The winner consents to the Promoter using their name and image in promotional material.
- 10 The Promoter may require the winner to provide proof of identity and proof of age. If an entrant is aged under 16 years of age, proof of parental or legal guardian consent to enter the competition may be required by the Promoter. Proof or identification considered suitable for verification is at the Promoter's discretion.
- 11 If the winner of the prize is aged under 16 years at the closing date of the competition, the prize will be awarded to the winner's parent or guardian on the winner's behalf. As a condition of accepting or participating in any prize on behalf of the winner, the winner's parent or guardian accepts these conditions.
- 12 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including, without limitation, the winner/s) who tampers with or benefits from any tampering with the entry process or with the operation of the

competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.

- 13 The Promoter's decision is final and no correspondence will be entered into. Any dispute regarding the conduct of the competition or the claiming of the prize and its outcome will be determined between the Promoter and the disputing entrant.
- 14 The prize is not transferable or exchangeable.
- 15 If a winning entry is deemed not to comply with these conditions of entry (including, without limitation, if the winner does not agree to enter into the assignment of the intellectual property rights in the winning Design to the Promoter) or the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time, the relevant winner's entry may be deemed invalid and the Promoter will determine the next best valid entry in accordance with the Unclaimed Prize Details as necessary to distribute the prize.
- 16 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 17 The Promoter may communicate or advertise this competition using Instagram, Facebook or any other social media platforms (**Social Media Platforms**). However, the competition is in no way sponsored, endorsed or administered by, or associated with the Social Media Platforms. Entrants are providing their information to the Promoter and not to the Social Media Platforms. Each entrant completely releases all Social Media Platforms from any and all liability.
- 18 If for any reason any aspect of this competition is not capable of running as planned for any reason, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- 19 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 20 The information entrants provide will be used by the Promoter for the purpose of conducting this competition and in accordance with the Promoter's Privacy Policy, located at <https://www.firstpeoplesvic.org/privacy-statement>. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth) and the Information Privacy Principles in the Privacy and Data Protection Act 2014 (Vic).

