

North West Treaty Artwork Competition

Terms and Conditions

FPA or "we"	First Peoples' Assembly of Victoria Ltd (ABN 51 636 189 412), 48 Cambridge Street, Collingwood VIC 3066.
Eligibility	<ul style="list-style-type: none">• This competition is open only to First Nations people living in the North West region of Victoria, or Traditional Owners of Country, where that Country is in the North West region of Victoria.• Entrants under the age of 16 must have their parent's or legal guardian's consent to enter the competition.• Members and employees of FPA are ineligible to enter.
Competition Period	5:00PM (AEDT) on 04/08/2025 to 11:59PM (AEDT) on 31/08/2025.
Entry Method	During the Competition Period, entrants must: <ul style="list-style-type: none">a) Create or submit an original artwork in accordance with the Artwork specifications and themes outlined by FPA. View themes at www.firstpeoplesvic.org/news/north-west-treaty-artwork-compb) Complete the online entry form at www.firstpeoplesvic.org/news/north-west-treaty-artwork-comp, which includes (but is not limited to):<ul style="list-style-type: none">i. <i>Photo/s of the finished Artwork:</i> in JPEG, PNG or PDF formatsii. <i>Artwork dimensions</i> (these can be approximate)iii. <i>Description of the meaning or making of the Artwork</i> (up to 300 words)iv. <i>Artist bio</i> (up to 300 words): Share a bit about yourself, your art practice, and what Treaty means to you.v. <i>Confirmation of eligibility:</i> specifying which clan or nation the entrant belongs to and where they live in Victoria; and

- c) provide any additional information as required by FPA.

Entry Limits	Entrants may submit as many entries as they wish. A maximum of one (one) prize will be awarded to each entrant, regardless of how many entries are submitted.
Winner Determination	<ul style="list-style-type: none"> • The four (4) best valid entries, received during the Competition Period, as determined by the judges, will win the prize/s. • In the event that FPA deems in its absolute discretion that any or all entries are not in accordance with FPA’s guidelines or are otherwise deemed to be unsuitable, FPA reserves the right to not choose a winning Artwork/s or to determine a winner/s.
Prize Details	<ul style="list-style-type: none"> • There are four (4) prizes to be won. • Each prize is \$1,500 (excluding GST), paid to the winner/s by cheque or EFT (as chosen by the winner/s). • One (1) prize per winner.
Prize Pool	The total prize pool is valued at \$6,000 (excluding GST).
Winner Notification	The winners will be notified by email within two (2) weeks after the Competition Period ends.
Prize Claim Date and Time	Prizes must be claimed by 5:00PM (AEST) on Monday 22 September 2025.
Unclaimed Prize Details	If prize/s remain 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.
Ownership and use of Winning Artworks	In order to accept the prize, the winners will required to sign an agreement with FPA. The agreement will transfer all intellectual property in their artwork to FPA (including the original design concept, draft versions of the artwork, and the final version of the artwork) (the “ Artwork ”). However, the agreement will not include provisions requiring the transfer to FPA of any Indigenous Cultural Intellectual Property (“ ICIP ”) rights (such as any knowledge or cultural expressions of Aboriginal or Torres Strait Islander persons or First Peoples) in the Artwork. Any ICIP will remain owned by the relevant Traditional Owners or custodians and will not be used without the consent of the relevant owner(s). FPA will use the artworks in accordance with our Policies and to promote Treaty for Victoria. Artworks will be displayed in our Swan Hill office and may be replicated in photos and shared on social media, our website and in publications.



- 1) Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2) Entries must be received by FPA during the Competition Period, in accordance with the Entry Method. Entries are deemed to be received at the time they are received by FPA's database and not at the time of submission by the entrant. FPA has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. FPA is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified. Entrants are responsible for their own costs associated with accessing the Internet.
- 3) FPA is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries or correspondence due to error, omission, tampering, theft, destruction or otherwise.
- 4) This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged (by representatives of FPA) based on, among other things, the following criteria:
 - a) creative merit;
 - b) strength and originality of the artwork;
 - c) connection to Culture and Country; and
 - d) cultural responsibility: no appropriated art styles or stories if they are not connected to the entrant's language groups.
- 5) The four (4) best valid entries, received during the Competition Period, as determined by the judges, will win the prize/s.
- 6) Each entry must be the entrant's original work. By submitting an entry, entrants:
 - a) undertake to FPA that their entry is not, and its use by FPA will not be, in breach of any third party intellectual property rights;
 - b) grant FPA a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to reproduce, publish and communicate and otherwise use the whole or any part of the entry they have submitted for the purposes of selecting and promoting or announcing any shortlisted entries in accordance with these Terms and Conditions;
 - c) warrant that:
 - i) they own, or have the right to license the copyright in their entry;
 - ii) no rights have been granted to or asserted by any third party in respect of their entry which would prevent the entry being used for the purposes of this Expression of Interest;
 - iii) the use by FPA of their entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy and intellectual property);



- iv) their entry does not include any content that breaks any law, infringes the rights of any third party, is obscene, offensive, discriminatory, defamatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;
 - v) their entry does not include any literary, dramatic or artistic work, or any other item in which copyright exists, unless the entrant is entitled to;
 - vi) their entry contains no virus or other computer code or material embedded in it which may have a negative impact on any network or third party computer systems;
 - d) agree that, other than as specified in these Terms and Conditions, the entrants will receive no additional payment, remuneration or benefit of any kind for the Artwork, including their original design concept.
 - e) by entering this competition, consent to receive communications from FPA. Entrants may unsubscribe at any time;
- 7) FPA may, in its sole discretion disqualify all entries from, and prohibit further participation in this Competition by, any person (including, without limitation, the winners) who:
- a) tampers with, or benefits from any tampering with the entry process or with the operation of the Competition;
 - b) breaches these Terms and Conditions;
 - c) acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person in connection with this Competition; or
 - d) behaves in a manner which may harm the good name or reputation of FPA or the agencies or other parties associated with this Competition.
- 8) FPA's decision is final and no correspondence will be entered into.
- 9) Prize/s are not transferable or exchangeable.
- 10) If an entrant does not accept a prize by the Prize Claim Date and Time or if, after making all reasonable attempts, FPA cannot contact the entrant (or the entrant does not contact FPA) by the Prize Claim Date and Time, FPA reserves the right to revoke the prize and award it the next best valid entry.
- 11) FPA may require the winners 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 FPA. Proof or identification considered suitable for verification is at FPA's discretion.
- 12) If competition winner/s are 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.
- 13) FPA 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, 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).

- 14) FPA may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- 15) FPA 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.
- 16) FPA 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 FPA and not to the Social Media Platforms. Each entrant completely releases all Social Media Platforms from any and all liability.
- 17) The information entrants provide will be used by FPA for the purpose of the North West Treaty Art Competition and in accordance with FPA's Privacy Policy, located at <https://www.firstpeoplesvic.org/privacy-statement>. FPA is bound by the Australian Privacy Principles in the *Privacy Act 1988* (Cth) and the Information Privacy Principles in the *Privacy and Data Protection Act 2014* (Vic).

