

## Flinders University Rural and Remote Health SA

### Acquisitive First Nations Art Competition – 2024

#### Theme: Whole Health, Whole of Community

### Application Form and Competition Terms and Conditions

This form can be completed online. Please note - the application must be completed in one sitting (you won't be able to save your progress partway through and return to the application).

Should you have any difficulties completing the Application Form OR require further clarification about any aspect of the Competition Terms & Conditions, please contact Elspeth Radford on 08 8586 1008 ([Elsbeth.radford@flinders.edu.au](mailto:Elsbeth.radford@flinders.edu.au)) or Rob Stafford on 08 8726 3913 ([Rob.stafford@flinders.edu.au](mailto:Rob.stafford@flinders.edu.au)).

**Name:**

**Address:**

**Number, Street, Town and Postcode**

**Email:**

**Phone:**

**Date of Birth:**

**Which First Nation/s do you identify as?**

*(Note: To be eligible you must identify as a First Nations Person residing in one of the South Australian regional areas listed in the Terms and Conditions.)*

By checking this box, I acknowledge that I have read and understand the Competition Terms & Conditions and agree that Entry into the Competition is my acceptance of these Terms and Conditions.

.....

**Signature of Applicant**

.....

**Date**

.....

**Signature of Parent/Guardian if Artist under the age of 18**

## **TERMS AND CONDITIONS**

The Terms and Conditions of the **2024 FIRST NATIONS ACQUISITIVE ART COMPETITION** (the "Competition") are set out below.

The Competition has been organised by Flinders University Rural and Remote Health South Australia (the "Organiser").

### **WHO CAN ENTER**

The Competition is open to Artists who identify as First Nations peoples residing in one of the following South Australian regional areas:

- Murray Mallee/Riverland
- Barossa Valley
- Murraylands/Murray Bridge
- Fleurieu Peninsula/Victor Harbor
- Greater Green Triangle

Entrants must be 16 years of age and over to enter.

Entrants must be able to provide proof of Aboriginality upon request by the Organisation (written endorsement from an Elder may be acceptable if proof of Aboriginality is not available).

Current employees of Flinders University are not permitted to enter the Competition.

### **HOW TO ENTER**

To enter the Competition, you must submit a completed Application Form and deliver your Artwork ("Artwork" or "Entry") to one of the Organiser's physical locations (see below for details) on or before the closing date of 31 May 2024.

### **ARTWORK ENTRY REQUIREMENTS**

1. You must incorporate into your Artwork aspects of your First Nations/Indigenous culture or heritage and its' connection to local country.
2. You as an Entrant acknowledge and agree that the Artwork entered/submitted by you into the Competition:
  - is your original work, is not a reproduction and does not infringe the intellectual property rights of any other person
  - has not previously been exhibited or entered into any other Competition
  - has been created by you within 12 months of the closing date of the Competition
  - aligns with the Competition theme: Whole Health, Whole of Community
  - includes one or more of the following elements: Land, Water, Bush Medicine, Education
  - is in the medium of a traditional or contemporary painting/artwork, in 2D format, using oil, acrylic, watercolour or pastel
  - is mounted and framed and prepared for hanging. Stretched canvas is considered mounted and framed. Frames must have fasteners appropriate for hanging.

3. The maximum 2D format Artwork dimensions must not exceed 2000mm x 3000mm (including the frame).
4. The back of the Artwork must be clearly labelled with the following details:
  - Artist's name
  - Artist's Cultural Group
  - Title of the Artwork
  - Description of the Artwork with reference to the Competition theme and element/s
  - Size
  - Medium used
  - Location and date of when the Artwork was createdand include:
  - A photograph of the Artist, brief biography of the Artist and Artist's value of the Artwork
5. Entrants may only submit one entry

#### **ARTWORK JUDGING AND PRIZES**

1. The winning Artwork will be chosen by three independent judges based on creativity, storytelling ability, skill, and relationship to the Competition theme and inclusion of element/s.
2. The judges will have absolute discretion regarding the selection of the winning Artworks and their decisions will be final and no correspondence regarding their selection will be entered into.
3. The judges will select one (1) winning Artwork and award a prize valued at \$3,000 to the winning Artist in the form of a Gift Card/Mastercard.
4. The Judges will select one (1) runner up Artwork and award a prize valued at \$1,000 to the runner up Artist in the form of a Gift Card/Mastercard.
5. The prizes (in the form of a Gift Card/Mastercard) will be awarded by the Organiser to the respective winner and runner up within 15 business days following the judging on 28 June 2024. The awarded Gift Card/Mastercard will only be able to be used for purchase of goods or services and will not be redeemable for cash.
6. The winning Artist will agree for the Artwork to be purchased by the Organiser for \$4,000 with payment to be in the form of Gift Card/Mastercard.
7. A purchase agreement for the winning Artwork will be signed by the Artist (Entrant) and the purchasing party (Organiser).
8. Purchase of the winning Artwork will also be in the form of a Gift Card/Mastercard and will be awarded by the Organiser 15 business days following the judging on 28 June 2024. The awarded Gift Card/Mastercard will only be able to be used for purchase of goods or services and will not be redeemable for cash.

## **IMPORTANT COMPETITION DATES**

1. Entries open at 9am on 31 January 2024 and close at 4pm on 31 May 2024.
2. The Artist is responsible for arranging the delivery of the Artwork to one of the Organiser's campuses (locations specified below) before 4pm on 31 May 2024.
3. Entrants have a 7-day cooling off period from the date of entry in which they may withdraw their entry and request the return of any Artwork already delivered to the Organiser. Any withdrawal of the Artwork after this cooling-off period must be agreed to by the Organiser.
4. Winning Entrants will be announced 28 June 2024 and notified via email and/or telephone.

## **DELIVERY DETAILS AND COSTS**

1. Entry into the Competition is free.
2. The Artist is responsible for the cost of delivering the Artwork to one of the following Organiser's campuses below and any transit insurance costs.
  - Renmark – Ral Ral Avenue, Renmark SA 5341
  - Nuriootpa – TAFE SA Campus, Old Kapunda Road, Nuriootpa SA 5355
  - Murray Bridge – 96 Swanport Road, Murray Bridge SA 5253
  - Victor Harbor – 76 Bay Road, Victor Harbor SA 5211
  - Mount Gambier – 24 Vivienne Avenue, Mount Gambier SA 5290

## **GENERAL TERMS & CONDITIONS**

1. All Artworks submitted to the Competition are submitted exclusively for the Competition, and may not be entered in other Competitions, put up for sale, or otherwise used for the duration of the Competition.
2. After the entry closing date, no further entries will be accepted.
3. The Organiser accepts no responsibility for entries not received by the Organiser for any reason.
4. While the Organiser will take all reasonable precautions and exercise reasonable care in the handling and storage of any Artwork to ensure that the Artwork is not damaged, destroyed or stolen while in the Organiser's possession or control, the Organiser does not accept any responsibility for any Artwork which is delivered to the Organiser that becomes damaged, lost or stolen through no negligence of the Organiser. The Artist accepts all risks in relation to the transportation and storage of their Artwork to and from the Organiser. The above notwithstanding, the Organiser will maintain insurance coverage for its possession of the Artwork at its premises/holding office, transport of the Artwork to the final judging venue and displaying the Artwork at that same venue.
5. The Organiser reserves the right to suspend, cancel or amend the Competition, and these Competition Terms & Conditions without notice in the event of a catastrophe, war, epidemic, pandemic, civil or military disturbance (or similar event), or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Organiser's control.
6. Any changes to the Competition will be notified to Entrants as soon as possible by the Organiser.
7. The winning Entrants will be announced 28 June 2024.
8. If plagiarism or any other unlawful or improper conduct is suspected in respect of an Artwork, the Organiser reserves the right to disqualify the Entrant. The Entrant agrees to hold harmless

and indemnify the Organiser in relation to any disqualification and any alleged or actual infringement of third-party intellectual property rights.

9. The winning Entrants will be notified by email and/or phone as soon as possible after the decision date. If any winning Entrant cannot be contacted or does not claim their prize within 14 days of notification, the Organiser reserves the right to withdraw the prize from the winning Entrant and reallocate the award and prize to another Entrant.
10. Entrants acknowledge and agree that the winning Artwork/Entry (one overall winner) will become the property of (i.e., vest in the ownership of) the Organiser following signing of a purchase agreement between the Organiser and the winning Artist and the winning Artist receiving purchase funds of \$4,000 from the Organiser in the form of a Gift Card/Mastercard to that value. Copyright and moral rights of the winning Artwork will however remain vested in the Artist and in the purchase agreement the Artist must grant a perpetual non revocable non-transferable royalty free licence to the Organiser to use the winning Artwork for such purposes as it determines in its discretion including but not limited to marketing and promotional purposes.
11. The Competition and these Terms & Conditions will be governed by South Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of South Australia.
12. By entering this Competition, Entrants consent to the Organiser collecting, using and disclosing all the information contained in the Entrant's Application Form (personal or otherwise) for the Organiser's marketing and promotional purposes in respect of the Competition. The winning Entrants (overall winner and runner up) hereby further consent to the use of their names, voices and images in any marketing or communications material pertaining to the Competition and publicity pertaining to its outcome. Any personal information or data relating to the winning Entrant/s, or any other Entrants will be used by the Organiser solely in accordance with current Australian privacy protection legislation and will not be disclosed to a third party without the Entrant's prior consent.
13. The Organiser's privacy policy can be viewed at [www.flinders.edu.au](http://www.flinders.edu.au). It contains information about how Entrants can complain about a privacy breach, how Flinders will deal with such a complaint, how Entrants can seek access to the personal information that the Organiser holds about them and seek the correction of such information.
14. The winning Entrants' names will be published on the Flinders University Rural and Remote Health SA website, e-newsletter, and via Flinders University social media platforms, and the winning Entrants hereby agree to this publication.
15. Excluding prior arrangements, all non-winning Artworks must be collected by the Entrant or their authorised representative from the Organiser by 4pm on Monday 15 July 2024. Any Artworks not collected within this timeframe shall be deemed abandoned and the Organiser may, without limiting its other rights, dispose of the Artwork in any way it considers appropriate.
16. The Organiser reserves the right to disqualify any Entrants that are in breach of (or where the Organiser reasonably suspects any Entrants are in breach of) these Terms & Conditions.