

CPL Group NAIDOC Art Competition 2023

Terms and Conditions

1. The CPL Group comprises of the following companies:
 - a. CPL – Choice, Passion, Life;
 - b. Cootharinga North Queensland; and
 - c. Access Arts (CPL) Ltd.
2. CPL Group is hosting this competition in acknowledgement and celebration of the NAIDOC week. This competition is not in partnership with NAIDOC week, the National Indigenous Australians Agency, the Commonwealth of Australia, or its associates.
3. The artwork submitted must reflect the 2023 NAIDOC theme, **For Our Elders**.
4. The artist submitting artwork must:
 - a. be of Aboriginal and/or Torres Strait Islander descent
 - b. identify as an Aboriginal and/or Torres Strait Islander
 - c. group entries are limited to a maximum of two (2) people
 - d. submit **one** artwork into **one** selected category of their choice only.
5. The CPL Group holds the right to verify the validity of the artwork by requesting further information and supporting proof. The CPL Group may disqualify any submissions that do not meet the eligibility criteria, or the terms and conditions.
6. All entries will be viewed and judged by selected members from the CPL Group and Indigenous Artists from the community throughout all QLD and Northern NSW.
7. The artist acknowledges and agrees that the CPL Group may use or reproduce the artwork for the purposes of:
 - a. judging the competition (including placing the artwork onto digital platforms such as websites and social media). Where possible, the artist will be acknowledged for the artwork; and
 - b. promoting future competitions of a similar nature.
8. The artist acknowledges and understands that CPL Group cannot stop third parties from illegally copying the artwork from platforms where the artwork may be featured.
9. The artist acknowledges that:
 - a. the artwork submitted is the original work of the artist;
 - b. the artist has received necessary permissions of use for all components of the artwork, including any graphics, flags, or images of Aboriginal and Torres Strait Islander people that feature within the artwork;
 - c. in addition to the above subclause, the artwork is not otherwise restricted for the use by the CPL Group as contained in these terms and conditions; and

- d. there is no cultural or religious reasons or any other impediments at all times for the CPL Group to use or reproduce the artwork.
- 10. Where a participating artist is under the age of 18, the artist's guardian must complete the entry form by stating their own name on behalf of the name of the artist to indicate their agreement with these terms and conditions on behalf of the artist.
- 11. A total of six cash prizes can be won over 2 categories. Cash prize will be provided to the announced winners as a VISA gift card:
 - a. Up and Coming Artist: first prize \$500 VISA gift card, second prize \$300 VISA gift card, third prize \$200 VISA gift card.
 - b. Creative Ability: First prize \$100 VISA gift card and an art pack valued at \$50, second prize \$50 VISA gift card and an art pack valued at \$50, third prize \$25 VISA gift card and an art pack valued at \$50.
- 12. The decision of the judges will be final and absolute. Winners will be contacted to arrange the delivery of gift cards within a reasonable timeframe.
- 13. Intellectual property rights in all submissions, including the winning artwork, will remain with the artist.

Additional terms and conditions for the winning artists

- 14. Additional terms and conditions for the winning artists: By accepting the prize, the artist agrees to:
 - a. grant the CPL Group a permanent, royalty-free, non-exclusive license (including a right of sub-license) to use, reproduce, publish, distribute, and modify the winning art work in all media of expressions now known or later developed and in all languages, for all purposes as specified in these terms and conditions; and
 - b. permit the CPL Group to publish the artwork with the artist's personal information (name, age, community and State/Territory of residence) on any CPL Group websites, social media platforms or marketing materials.
- 15. The CPL Group's purpose in using the artwork is limited to the following purposes, and anything incidental to such purposes:
 - a. being displayed in public places (i.e. offices, libraries, schools, shopping centres, etc);
 - b. being used as part of images in CPL Group's social media (Facebook, Instagram);
 - c. being used on any of CPL Group's websites;
 - d. being used in CPL Group's internal and external communication (Newsletters, annual report);
 - e. being used as promotional material for future CPL Group NAIDOC Art Competitions
- 16. CPL Group will seek the artist's consent prior to the use or alteration of their artwork that falls outside of the scope of these terms and conditions, and such consent is not to be unreasonably withheld.

17. Any reproduction will acknowledge the original artist of the artwork.
18. All entries must be received by **5:00pm AEDT Friday 23 June 2023** via the online submission form on the Cootharinga website or by alternative means if organised with CPL Group.
19. If, for any reason, the competition is not able to be run as planned the CPL Group has the right to cancel the Competition without any compensation to the artist.
20. The artist must accept these terms and conditions in order to enter CPL Group NAIDOC Art Competition.