



# CatholicCare

## Wilcannia-Forbes

### **Aboriginal Art Competition – Information Pack for Entrants**

## **2021 ENTRIES**

Paintings (and completed entry forms) can be accepted at any of our CatholicCare Wilcannia-Forbes offices by the competition closing date **Friday, July 30, 2021**.

Our offices are located in Bathurst, Bourke, Brewarrina, Broken Hill, Cobar, Condobolin, Dubbo, Forbes, Lake Cargelligo, Narromine, Nyngan, Orange, Parkes, Warren and Wilcannia. Office addresses are available on [ccwf.org.au](http://ccwf.org.au).

If you require assistance to complete this form or for any questions relating to this competition, please call 1800 067 067 or email [info@ccwf.org.au](mailto:info@ccwf.org.au).

## 2021 CatholicCare Wilcannia-Forbes Art Competition Information

We are again inviting entries for our Aboriginal Art Competition to create opportunities for aspiring and emerging Aboriginal artists living in Western NSW.

There is \$4000 in prizemoney providing a real opportunity for emerging Aboriginal artists to create and share meaningful artwork that shows the rich Aboriginal culture and artistry in Western NSW.

At CatholicCare Wilcannia-Forbes we are passionate about creating opportunities for Aboriginal people and empowering all to succeed and this competition will generate opportunities and recognition for three emerging artists.

**Entries close at 5pm on Friday, July 30.**

Artworks will be judged and winners will be advised by Monday, August 30, 2021.

### **PRIZE MONEY**

First prize: \$2000

Second prize: \$1500

Third prize: \$500

### **TO ENTER**

- You must be Aboriginal and living in or have connections to the Wilcannia-Forbes Diocese (and communities where our services are available).
- Your artwork must be original and created in the last 12 months.
- You must have a completed Parent/Guardian consent section if you are under 18. Entries will be accepted from children 15 years and over.
- First, second and third prizes will become the property of CatholicCare Wilcannia-Forbes.
- If you wish to submit an artwork larger than 2metres x 2metres please contact [info@ccwf.org.au](mailto:info@ccwf.org.au).
- You must submit your completed Entry form, agreeing to the Terms and Conditions with your painting.

If you require assistance to complete this form or for any questions relating to the competition, please call 1800 067 067 or email [info@ccwf.org.au](mailto:info@ccwf.org.au).

## CatholicCare Wilcannia-Forbes Aboriginal Art Competition

### TERMS & CONDITIONS OF ENTRY

1. By completing and signing the form for entry into the Competition (the **Entry Form**), you (the **Entrant**) agree to abide by these Terms and Conditions. The Entrant has full power, capacity and authority to accept these Terms and Conditions.
2. The promoter of the Competition is CatholicCare Wilcannia-Forbes ABN 46 625 457 758, of 136 Lachlan Street, Forbes NSW, 2871.
3. The Competition commences at 9:00 am on Monday, May 24 and closes on Friday, July 30. Winners will be notified before Monday, August 30, 2021.
4. Any entry received after the Competition Period will be ineligible.

### Entry to the Competition

5. Entrants must:
  - a. reside in or have connections to the Wilcannia-Forbes Diocese (and communities where we provide services).
  - b. be of Aboriginal descent and or identify as an Aboriginal person.
  - c. be aged 15 years or older at the time the Entry Form is submitted. Parent or Guardian consent will be required if Entrant is under 18.
6. CatholicCare employees are eligible to enter the Competition as the identity of the artist will not be disclosed to the judges.
7. To make a valid Entry, the Entrant must:
  - a. create an original painting, that is capable of being visually reproduced and that has not been the recipient of a major prize and
  - b. submit the entry by taking the original Artwork to the CatholicCare Wilcannia-Forbes office in the town which the artist is a resident or to a CatholicCare office within the Wilcannia-Forbes Diocese, together with a completed Entry Form (attached to these Terms and Conditions).
9. There may be:
  - c. only one Entrant per Entry form; and
  - d. up to two Entries per Entrant.
10. Submitted Artwork must be:
  - e. An original painting which is defined as a work painted in a liquid medium and applied to stretched canvas or linen on a rigid support. Wet Artworks will not be accepted.
  - f. No larger than 2000mm x 2000mm and no smaller than A3 (297mm x 420mm); and
  - g. Should not be framed or mounted behind glass.

11. CatholicCare Wilcannia-Forbes reserves the right to disqualify any individual who tampers with the entry process, any work that does not meet the requirements in the Terms and Conditions of Entry, or any work it deems unacceptable for exhibition.

12. CatholicCare Wilcannia-Forbes will not accept responsibility for late entries, damage to or loss of the Entry or any original Artwork due to postage or handling, or for technical failures of any kind.

### **Artwork Warranties, Moral Rights, Cultural Consent and Ownership**

14. By entering this Competition and signing the Entry Form, the Entrant warrants that:

- a. the Artwork is the Entrant's own original work;
- b. the Entrant is entitled to grant CatholicCare Wilcannia-Forbes all rights, title and ownership with respect to the Artwork;
- c. aside from these Terms and Conditions, the Entrant has not entered into any deed, contract, arrangement or understanding with any person dealing in any way with the Artwork;
- d. the Artwork has not been registered as a trademark, or is the subject of an application for trademark status, nor has the Artwork been registered in any way with respect to any identifiable intellectual property rights;
- e. at the time of submission of the Artwork, there is no cultural or religious reason or any other impediment that prevents the Artwork from being used, exhibited, published or reproduced by CatholicCare Wilcannia-Forbes;
- f. the Artwork does not incorporate elements derived from Aboriginal heritage without the informed consent of the traditional owners; and
- g. the use of the Artwork by CatholicCare Wilcannia-Forbes will not infringe the rights of any third parties.

15. By entering this Competition and signing the Entry Form, the Entrant agrees that, should the Entrant be awarded first, second or third place in this Competition, they will do all things necessary, including sign any deed or document, to:

- a. assign the right, title and ownership of the Artwork and any Intellectual Property Rights (meaning copyright, future copyright, and any other registrable rights that may have vested or will vest in the Entrant) that the Artwork may contain to CatholicCare Wilcannia-Forbes;

16. Should the winner of the Competition (the '**Winner**') refuse to comply with clause 15 of these Terms and Conditions, then that Entrant waives all right to receive the Prize and a new Winner will be determined.

17. Where the Artwork is reproduced, published or communicated by CatholicCare Wilcannia-Forbes, the Winner will be acknowledged as the creator of the Artwork where practical to do so; and

18. The Entrant agrees to protect CatholicCare Wilcannia-Forbes against all claims, demands, losses and damages.

### **Prize**

First Prize:\$2000

Second Prize: \$1500

Third Prize: \$500

### **Selecting the Winner**

22. 1st, 2nd and 3rd prizes will be awarded.

23. The Winners will be selected based on aesthetic quality and creative originality.

24. The winning Entries will be selected by an official panel of four.

25. The Entrant acknowledges that their Artwork may be photographed or filmed for the purposes of judging the Competition.

26. The Judging Panel's decision is final and binding and no correspondence will be entered into.

27. Finalists will be offered the opportunity to exhibit their artwork at a time and location to be determined by CatholicCare Wilcannia-Forbes.

### **Notification of Winner and Claiming the Prize**

28. The winner will be notified by telephone and by letter (the '**Confirmation Letter**') within four weeks of the end of the Competition Period. The Confirmation Letter will contain information as to how the winner may claim the Prize.

29. By entering this Competition and signing the Entry Form, the winner agrees to comply with the instructions in order to claim the prize and acknowledges that a failure to comply with this that no prize would be awarded.

30. In order to claim the prize, the winner of first prize will be required to complete and sign the Purchase and Copyright Agreement that assigns all rights and title of the Artwork to CatholicCare Wilcannia Forbes.

31. Should the Winner fail or refuse to:

- a. comply with the instructions; or
- b. sign the Purchase and Copyright Agreement, CatholicCare Wilcannia-Forbes reserves the right to select a new Winner.

32. CatholicCare Wilcannia-Forbes reserves the right to request the prize winner provide proof of identity before providing the Prize to the winner.

### **No Liability for CatholicCare Wilcannia-Forbes**

35. CatholicCare reserves the right in its sole discretion to cancel, terminate, delay, modify or suspend the Competition.

36. Except to the extent that any such liability cannot be excluded by law, CatholicCare is not liable for any loss, damage or injury of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with this Competition or arising from a Winner's acceptance, use or misuse of the prize.

37. Any costs associated with accessing, entering, or otherwise taking part in the Competition are the responsibility of the Entrant.

39. All decisions of CatholicCare Wilcannia-Forbes with respect to the matters referred to in these Terms and Conditions are final and no correspondence will be entered into, including in the event of a dispute.

### **Use of Personal Information**

40. The collection, use and disclosure of personal information collected by CatholicCare Wilcannia-Forbes in connection with this Competition is governed by the *Privacy and Personal Information Protection Act 1998* (NSW).

41. CatholicCare Wilcannia-Forbes is committed to protecting the privacy of Entrants.

42. By entering this Competition, Entrants agree to CatholicCare Wilcannia-Forbes using and disclosing the Entrant's personal information to the extent required to conduct the Competition, verify the Entries, identify the winner and issue the prize.

43. CatholicCare Wilcannia-Forbes reserves the right to request permission, at the time of the Winner accepting the prize or by contacting the Winner by telephone or email, to use the Winner's name likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting CatholicCare Wilcannia-Forbes and this Competition.

## 2021 Entry Form

### CatholicCare Wilcannia-Forbes Aboriginal Art Competition

First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Title of Work: \_\_\_\_\_

I agree to the Terms and Conditions of entry to the 2021 CatholicCare Indigenous Art Competition.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Guardian Consent (required if under 18).

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

