

2023 Belt Up NAIDOC Design a Ball Competition

Terms and Conditions

West Australian Football Commission

Country Football WA (CFWA) has partnered with the Insurance Commission through its Belt Up road safety campaign. We invite the Aboriginal and Torres Strait Islander community to create a design which will be printed onto footballs and distributed to regional senior football clubs throughout Western Australia. The Country Football WA wishes to acknowledge and celebrate the traditional owners of this land and pay respects to the elder's past, present and emerging and thank them for their contribution to our great game.

Terms and Conditions

This document contains the Terms and Conditions under which the West Australian Football Commission (WAFC) (ABN 51 167 923 136) (Promoter) and Country Football WA (ABN 17 983 487 996) (Promoter) will offer rewards under its *2023 Belt Up NAIDOC Design a Ball Competition (Competition)*.

1. Information on how to enter this competition forms part of the Terms and Conditions of entry. Entry into this competition is deemed to be an acceptance of these Terms and Conditions.
2. Entrants must be Aboriginal and/or Torres Strait Islander, as defined by the following:
 - a. Is of Aboriginal and/ or Torres Strait Islander descent
 - b. Identifies as Aboriginal and/ or Torres Strait Islander
 - c. Is accepted as such by the community in which he or she lives or has lived.
3. To be eligible to enter the competition during the Promotion Period, participants (either acting as an individual or part of a group) must send a photo, or scanned copy of their ball design and story about their artwork for the 2023 Belt Up NAIDOC Design a Ball Competition to wacountry@wafc.com.au
4. Entry excludes any individual or groups directly connected to Country Football WA/WAFC in particular: members of the Board, employees and the immediate families of Board Members and Employees of Country Football WA/WAFC.
5. Entrants are responsible for the accuracy of the information provided and are aware that they may forfeit their right to claim the prize if they are the winner and if the Promoter cannot reasonably contact them because the entrant's details are inaccurate.
6. The 2023 Belt Up NAIDOC Design a Ball Competition begins 8:00am (AWST) Wednesday 1 November and ends at 5:00pm (AWST) Friday 8 December 2023 (Promotion Period).
7. The Promoter reserves the right to extend the competition period, in which case the Terms and Conditions will be updated to reflect an extended period.
8. The overall winner will receive a prize to the value of \$1,000. The prize is determined by the promoter and will be no less than \$1,000.
9. The prize is not transferable and must not be sold or used for any commercial purposes, without the prior written approval of the Promoter, which may be withheld in its sole and

absolute discretion.

10. The winning design will be replicated on at least 300 footballs and used on other apparel as the Country Football WA sees fit. The footballs will be distributed to Senior Regional Football Clubs across Western Australia.
11. Entrants under 18 years old must have their parent's/guardian's permission to enter the competition.
12. Prize Availability: If the prize is unavailable to be delivered between the nominated dates for any reason, at any time, the Promoter reserves the right to substitute the prize, this process will continue until the prize has been claimed.
13. The Promoter accepts no tax liability incurred because of any participation in the competition. The promoter's decision is final, and no correspondence will be entered other than with the winner.
14. The winning design will be selected by a panel of judges, based on the designs and story submitted. The winner will be judged to be the most creative design and or meaningful story. The judging panel will include:
 - a. One representative from WAFC
 - b. One representative from Country Football WA
 - c. One representative from the Insurance Commission of Western Australia
 - d. One representative of the Aboriginal and Torres Strait Islander Community
15. Judging will take place during the week commencing Monday 4th December 2023.
16. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. No substitution or transfer of a prize is permitted, except by the Promoter.
17. One entry is permitted per individual or group.
18. License
 - a. By submitted an entry, you agree that you are the original creator of the artwork and story submitted (Artwork), individually or collectively.
 - b. You agree to grant Country Football WA and WAFC a non-exclusive license to use the Artwork and Story without a fee for the following purposes (license):
 - i. Production and distribution of the 2023 Belt Up NAIDOC Footballs
 - ii. Production of collateral relating to the 2023 Belt Up NAIDOC Design a Ball Competition. This includes, but not limited to flyers, posters, event programs, signage, website and social media graphics.
 - iii. Other purposes subject to your prior approval which will not be unreasonably withheld.
 - c. You agree that you will not license the Artwork and Story to another party or allow another party to use the Artwork and Story.
 - d. The Promote will acknowledge the entrant as the Artist in each instance where the Artwork is presented in its whole. The acknowledgement will refer to either the individual or the site, depending on the type of the entry, individual or collective.
 - e. Country Football WA/WAFC reserve the right to modify the football design template at any time. We will endeavour to work with the winning artist to incorporate these modifications in the design.

19. If moral rights subsist in the Artwork and Story, you consent to the Promoter:
 - a. Performing, exhibiting, reproducing, adapting and communicating any part of the Artwork and Story in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to the Artwork and Story;
 - b. Adapting or changing the Artwork and Story in any way, including by addition or subtraction from the Artwork and Story; and
 - c. Combining or juxtaposing (i.e. comparing or placing alongside) the Artwork and Story with anything else, whether those actions or events occur before or after the date this consent is given.
20. By entering the competition, you acknowledge and agree that:
 - a. You have the right to license the Artwork and Story to the Promoter
 - b. To the best of your knowledge and belief, no person's consent is required in respect of license of the Artwork and Story to the Promoter.
 - c. The use by the Promoter of the Artwork and Story will not infringe any intellectual property rights of any person, nor give rise to payment by the Promoter of any royalty to any third party or to any liability to pay compensation; and give rise to payment by the Promoter of any royalty to any third party or to any liability to pay compensation; and
 - d. You had the opportunity to obtain independent advice before submitting your Artwork and Story to the Promoter.
21. Your personal information provided will only be used by the Promoter for the purposes of conducting this Competition.
22. Participants are subject to the WAFC Privacy Policy, which can be found [here](#).
23. Eligible Entrants, in the event they are a prize winner, consent to the Promoter and the Insurance Commission of Western Australia using their name, likeness, image or voice (including photographs, film and recording of the same) in any media for an unlimited period without remuneration and without notice for the sole purpose of promoting this Promotion. Within reason, the prize winner is also required to be available for any media opportunities.