

Design Prize – Terms and Conditions

1. About the Penola Coonawarra Arts Festival Design Prize

The Penola Coonawarra Arts Festival Design Prize “**Design Prize**” is an exhibition and competition organised and promoted by The Penola Festival Association Incorporated, ABN 22 053 590 901, referred to in these terms & conditions and entry form as the “**Penola Coonawarra Arts Festival**”.

The Penola Coonawarra Arts Festival exhibits the eligible entries in the Design Prize during the **Exhibition Dates** and agrees to pay the **Winner’s Cash Prize** to the entrant judged to be the winning entry, in return for the winning entry’s design copyright for use in materials promoting the Penola Coonawarra Arts Festival, in accordance with these terms and conditions.

The Penola Coonawarra Arts Festival promotes, facilitates and holds arts events that attracts national, state and regional performers and artists embracing the visual and performing arts, music, literature, food and wine. The central focus is the arts and incorporates an eclectic mix of performances, exhibitions, and workshops run in conjunction with Coonawarra showcasing their fine wine and the region’s produce.

Penola Coonawarra has a culturally rich atmosphere with parks, historic buildings and monuments, natural and cultivated landscapes, diverse agricultural industries, cultural icons and museum, local art galleries, winery cellar-doors, a variety of retail shops, cafes and restaurants, all which adds to the varied range of events and venues for arts revellers to visit. More information about the Penola Coonawarra Arts Festival is available on the website www.artsfestival.com.au.

2. Additional Key Details included on the Website

Key details referred to in these terms and conditions are updated on the website www.artsfestival.com.au from time-to-time, including:

Entry Close Date	The date the entry must be received at the Delivery Address . No late entries will be accepted.
Delivery Address	The delivery location for the entry by the Entry Close Date .
Entry Fee	The cost of entering this competition per entry, up to a maximum of four (4) entries per person.
Exhibition Dates	The dates, times and location(s) eligible entries in the Design Prize are exhibited.
Winner’s Announcement	The date, time and location the winner of the Design Prize is announced.
Winner’s Cash Prize	The cash prize payable to the winner of the Design Prize.
Enquiries about the Design Prize	The contact details of a person appointed by the Penola Coonawarra Arts Festival to answer queries about the Design Prize.

3. Eligibility to Enter the Design Prize

A person may enter the Design Prize and is eligible for the **Winner’s Cash Prize**, if the entrant:

- delivers an entry to the **Delivery Address** by the **Entry Close Date**,
- is legally able to agree to these terms and conditions, or if under the age of 18 has the consent of a parent or legal guardian,
- pays the **Entry Fee** per entry, that is non-refundable,
- includes in the entry an original design not previously entered in the Design Prize, complying with the brief and design specifications contained in these terms and conditions, and
- completes an entry form to accompany each entry, thereby agreeing to these terms and conditions.

By completing the entry form, and entering the Design Prize the entrant agrees and confirms that:

- the design entered is original, and has not previously been entered (in whole or part) in the Design Prize,
- the entrant owns the copyright in the design entered in its entirety and its parts, and that design does not infringe the copyright or other intellectual property of any third party,
- the entrant is able to assign unimpeded copyright and intellectual property in the design entered, in full to the Penola Coonawarra Arts Festival,
- the entrant agrees to provide additional written evidence of the authority to assign copyright or other intellectual property in the design entered within 7 days of a request of the Penola Coonawarra Arts Festival,
- the entrant indemnifies the Penola Coonawarra Arts Festival against any liabilities arising out of any claim that the exhibition, use, reproduction or assignment of the design entered in the Design Prize infringes the copyright or intellectual property (including moral rights) of any third party.

The Penola Coonawarra Arts Festival:

- reserves the right to refuse any entry in the Design Prize, considered in its absolute discretion, to be unsuitable for materials promoting the Penola Coonawarra Arts Festival or that does not otherwise comply with these terms and conditions.
- is a non-for-profit organisation and its committee is made up of only volunteers who appoint key people or sub-committees authorised to organise different parts of its activities on behalf the committee. The individuals appointed as a key person or part of the sub-committee organising the Design Prize are ineligible to enter the Design Prize. To avoid any doubt this means other individual members of the wider committee not directly involved in the organising of the Design Prize are eligible to enter, to encourage those people to remain a part of the wider organising committee.
- appoints the judge(s) of the Design Prize in its absolute discretion to include at least one person. The committee may, in its discretion:
 - appoint a judge(s) who is/are not a member of the organising committee of the Penola Coonawarra Arts Festival,
 - appoint only one judge, being a person who resides outside of the Limestone Coast area,
 - appoint more than one judge to a panel, with at least 50% of the judges who reside outside of the Limestone Coast area,
 - ensure the name of the entrants in the Design Prize are not disclosed to the judge(s) until after the judging process is complete.

4. The Brief and Design Specifications

A person entering the Design Prize must include a design conveying the arts as the primary focus, including:

- an illustration, painting or graphic design that represents the Penola Coonawarra Arts Festival, celebrating Penola's rich literary history, artists, live music, performing arts, film, kids activities and Coonawarra's fine wine and regional produce,
- the words "Penola Coonawarra Arts Festival", and
- the year of the following Arts Festival. (No date required)

A person entering the Design Prize must include a design with the entry form that meets the following specifications:

- The design must be presented in a printed square format, no smaller than 300 x 300mm and no larger than 400 x 400mm

- The design included with the entry form must be submitted:
 - as a hard copy (not supplied digitally) with a copy of the entry form attached to the back, and
 - any additional illustrations included with the entry form with the artist's name, address and title clearly written on the back of the design and that the design is not for sale.

5. Exhibition of Entries in the Design Prize

A person entering the Design Prize agrees:

- the design entered in the Design Prize may remain on display for the **Exhibition Dates**, in whole or in part, at the absolute discretion of the Penola Coonawarra Arts Festival, on the understanding that the entry is not for sale,
- the entrant's name and/or photograph may be published in materials promoting the Penola Coonawarra Arts Festival.

The Penola Coonawarra Arts Festival agrees to take all reasonable care of a person's entry in the Design Prize but does not accept responsibility for loss or damage to any entry. All insurance of the entries is the responsibility of the person entering the Design Prize.

6. Winning Entry in the Design Prize

The winner of the Design Prize is selected from the eligible entrants to the Design Prize by the judge(s) and that decision is final and no discussion will be entered into.

The judge(s) of the Design Prize decide the winning entry in the Design Prize, being the design:

- meeting these terms and conditions, including the design brief and design specifications, and
- in the judge(s)' sole opinion, best demonstrating design skills for use in materials promoting the Penola Coonawarra Arts Festival.

The winning entrant of the Design Prize selected by the judge(s) is announced by the Penola Coonawarra Arts Festival at the **Winner's Announcement**.

The Penola Coonawarra Arts Festival agrees to:

- contact the winning entrant of the Design Prize in person or using the personal contact details provided by the entrant on the entry form within seven (7) days of the **Winner's Announcement**,
- pay to the winning entrant of the Design Prize the **Winner's Prize** within seven (7) days of receipt of the scan or digital files of the winning entry meeting the design specifications included in these terms and conditions.

The winning entrant agrees with effect from the **Winner's Announcement** to assign copyright and all other intellectual property in the winning design entry to the Penola Coonawarra Arts Festival, including agreeing specifically:

- to deliver the scan or digital files of the winning design entry meeting the design specifications included in these terms and conditions within 7 days of the **Winner's Announcement**, via email to info@artsfestival.com.au, and
- the Penola Coonawarra Arts Festival may, in its absolute discretion reproduce or use none, part or the whole of the winning design in any form or manner it decides in materials promoting the Penola Coonawarra Arts Festival, including that it may make changes to the design, in its absolute discretion.

7. Materials Promoting the Penola Coonawarra Arts Festival

Materials promoting the Penola Coonawarra Arts Festival referred to in these terms and conditions, include but are not limited to hardcopy and digital materials, such as:

- Printed posters, flyers, invitations, brochures, programs
- Advertising on TV, cinema, billboards, in the press
- Digital marketing online, websites, e-news, social media, emails, messaging services
- Signage at venues, on digital screens, street banners
- Merchandise including for commercial sale
- Education resources
- Publicity and editorial
- Archival purposes

8. Return of Entries in the Design Prize

The Design Prize entry may be collected by the entrant following the end of the **Exhibition Dates** from the **Delivery Address**. Alternatively, a person entering the Design Prize may on the entry form request in writing that the entry is returned via mail by providing labelled return packaging, instructions and payment for all freight and delivery charges to return the entry.

If an entry in the Design Prize is not claimed or payment made for the cost of returning the entry within a month of the end of the **Exhibition Dates**, the person entering the Design Prize agrees the Penola Coonawarra Arts Festival may dispose of the entry at its discretion.

9. Privacy Policy

The Penola Coonawarra Arts Festival:

- collects entrants' personal information included on the entry in the Design Prize,
- undertakes not to disclose entrants' personal information to any third party other than as described in these terms and conditions,
- takes entry in this Design Prize as that person's consent to be contacted using the personal information provided on the entry form, in relation to the Design Prize and the promotion of the Penola Coonawarra Arts Festival, and
- may be contacted for further information about its Privacy Policy at info@artsfestival.com.au.

10. Cancellation or Change to the Design Prize Competition

The Penola Coonawarra Arts Festival reserves the right, by public notification on its website and/or notifying the entrants using the personal information provided on the entry form, to:

- cancel the Design Prize competition at any time, or
- vary these terms and conditions in writing at any time.