



## EMR NAIDOC Week Logo Competition 2020 (Competition)

### Terms & Conditions

#### GENERAL

- 1 The EMR NAIDOC Week Logo Competition 2020 (**Competition**) is conducted and administered by Mullum Mullum Indigenous Gathering Place Ltd (ACN 125 609 805) (**MMIGP**).
- 2 Information on how to enter the Competition (including Competition flyers or promotional material) forms part of the Competition Terms & Conditions.
- 3 MMIGP reserves its rights to extend, cancel or amend the process for the Competition, including these Terms & Conditions, at any time and at its discretion.
- 4 The Competition is governed by the laws of the State of Victoria, Australia.

#### WHO CAN ENTER

- 5 Entry into the Competition is open to all individuals who are ordinarily resident in the Eastern Metropolitan Regions. Entrants must submit a postcode to confirm their eligibility and MMIGP may at its discretion exclude entries which originate from outside the Eastern Metropolitan Region.
- 6 Entries submitted by individuals under the age of 18 must obtain parent or caregiver permission to enter the Competition and by submitting an entry are taken to have obtained this consent.
- 7 Current members of the EMR NAIDOC Committee and/or employees of MMIGP and members of its board are not eligible to enter the Competition.
- 8 By submitting an entry to the Competition, each entrant agrees to be bound by these Terms & Conditions.

#### HOW TO ENTER

- 9 Entries open at 9.00am on 1 October 2020 and close at 11.59pm on 31 March 2021 (**Entry Period**).
- 10 An entrant may submit as many entries as they wish.
- 11 Entries may be submitted as follows:
  - 11.1 By sending a high-resolution digital photograph of the entry to [emrnaidoc.competitions@mmigp.com.au](mailto:emrnaidoc.competitions@mmigp.com.au).
  - 11.2 By posting a physical copy of the entry to the address below:

NAIDOC Week Logo Competition

Mullum Mullum Indigenous Gathering Place Ltd  
PO Box 80  
Ringwood East Vic 3135

Entrants are strongly encouraged to send photographs rather than submitting physical entries or original works.

- 12 All entries must be submitted together with the following information:
  - 12.1 Full name;
  - 12.2 Contact telephone number, email address or postal address; and
  - 12.3 Postcode.
- 13 Entries not received during the Entry Period will not be eligible for judging or selection for a prize. MMIGP takes no responsibility for entries not received by the conclusion of the Entry Period.
- 14 Each entry must be an original work and must not infringe any third-party rights, including but not limited to copyright. Entries must not include any inappropriate, defamatory, discriminatory, or offensive content.
- 15 All entries will, at MMIGP's discretion, be available to view on the MMIGP website (at [mmigp.org.au](http://mmigp.org.au)) and/or the EMR NAIDOC WEEK 2020 Facebook page.

#### **CATEGORIES & PRIZES**

- 16 There will be one category only, relating to the design of the EMR NAIDOC week logo.
- 17 There is one (1) grand prize for the Competition, consisting of a AU\$1,000.00 pre-paid gift card and a handmade cultural item of nominal value.
- 18 MMIGP reserves its right to vary the handmade cultural item included as the winning prize.

#### **SELECTION OF WINNERS**

- 19 Entries will be judged on merit and creativity by the EMR NAIDOC Week Committee in its sole discretion (**Panel**).
- 20 Within 10 days of the closure of the Entry Period, the Panel will select from the eligible entries a winner.
- 21 Where the selection panel considers an entry to be inappropriate, defamatory, discriminatory, offensive, unsafe or otherwise not in compliance with these Terms and Conditions, the selection panel may in its absolute discretion disqualify the entry from the Competition.
- 22 The Panel's selection of the winner is final and binding, and no correspondence will be entered into.
- 23 The winning entry will be announced by MMIGP on its website (at [mmigp.org.au](http://mmigp.org.au)) and/or social media on or before 21 April 2020, and the winner's name will be published by MMIGP. If the winner does not wish for their full name to be disclosed, they must notify MMIGP as soon as possible.

- 24 The winner will be contacted by MMIGP within 14 days of the closure of the Entry Period selection by email or telephone and will be sent their prize within 28 days of being successfully contacted by MMIGP.
- 25 If MMIGP cannot contact the winner by telephone or email within 14 days, MMIGP reserves the right to extend the date by which the winning entry is to be announced and/or the date by which the prize is to be sent to the winner.
- 26 If MMIGP cannot contact the winner by telephone or email within 56 days despite best endeavours to do so, or if fewer than 2 valid entries are received, MMIGP reserves its right to void the competition in its entirety and not award a prize.

## **RIGHTS OF MMIGP**

- 27 MMIGP reserves the right to use any entry in marketing material related to the Competition without acknowledgement or compensation to the Entrant.
- 28 Whilst an entrant retains copyright in their entries, upon submission of an entry each entrant grants MMIGP a non-exclusive, royalty-free, perpetual license to use and reproduce his or her entry for the purposes of the Competition and related marketing and promotional activities, without the requirement for attribution or compensation. This licence includes posting each entry on the MMIGP website (at mmigp.org.au) and/or the EMR NAIDOC WEEK 2020 Facebook page.
- 29 MMIGP is not liable for any loss or damage whatsoever which is suffered by any entrant, including, but not limited to, indirect or consequential loss, including personal injury, suffered or sustained during the course of entering the Competition or acceptance of a prize, except for any liability which cannot be excluded by law.
- 30 MMIGP is not responsible for covering any costs associated with the entrant submitting an entry to the Competition, or the winner receiving a prize, including (but not limited to) costs associated with submitting an entry or arranging the return of a hardcopy entry to an entrant.
- 31 MMIGP in its absolute discretion may disqualify any entry and/or individual where MMIGP has reason to believe that the entry and/or individual has breached any of these Terms & Conditions, engaged in any unlawful or improper conduct, or has otherwise engaged in behaviour contrary to the spirit of the Competition.

## **PRIVACY AND PERSONAL INFORMATION**

- 32 Entrants consent to MMIGP collecting their personal information for the purpose of conducting and promoting this Competition (including but not limited to determining, verifying the identity and residence of, and notifying the winner and prize fulfilment).
- 33 Entrants consent to their name (in whole or in part) being acknowledged as the creator of their entry in any media and within any material relating to or arising out of the Competition, including letterheads, posters, banners and other merchandise to promote MMIGP. The entrant acknowledges and agrees that MMIGP is not required to use the entrant's entry and/or their name in any such materials or in any media.
- 34 Entrants consents to MMIGP disclosing the personal information to third parties where it is relevant to the conduct of the Competition, including but not limited to announcing the winner on its website (at mmigp.org.au) and related social media channels.
- 35 Any personal information provided will be dealt with in accordance with the relevant privacy legislation. MMIGP is committed to protecting the privacy of personal information. Enquiries about access to personal information held by MMIGP should be made via telephone to (03) 9725-2166 or written correspondence to Mullum Mullum Indigenous Gathering Place Ltd, PO Box 80, Ringwood East Vic 3135.

