

Aboriginal & Torres Strait Islander Art Design Competition

TERMS & CONDITIONS OF ENTRY

1. Information on how to enter the “Aboriginal & Torres Strait Islander Art Design Competition” (Competition).
2. 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 warrants and represents that the Entrant has full power, capacity and authority to accept these Terms and Conditions.
3. The promoter of the Competition is House Call Doctor ABN 27 602 934 743, of Wharf Street, Spring Hill, QLD, 4000 Australia (House Call Doctor). House Call Doctor is an after-hours medical deputising service operating in Queensland and Northern New South Wales.
4. Entrants must: a. be of Aboriginal and/or Torres Strait Islander descent; b. identify as an Aboriginal and/or Torres Strait Islander; c. be accepted as an Aboriginal and/or Torres Strait Islander by an Aboriginal and/or Torres Strait Islander community; and d. be aged 18 years or older at the time the Entry Form is submitted.
5. Approximate dimensions of the design must be 2000 x 400mm.
6. There may be only one Entrant per Entry.
7. House Call Doctor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process.
8. Entries that are forged, incomplete, illegible or do not comply with the Terms and Conditions will be deemed invalid.
9. The Entrant consents to House Call Doctor collecting and storing the Entrant's personal information. The Entrant's personal information will only be used for the purposes of the Competition. Unless required by law, the Entrant's personal information will not be passed onto any other external party without the Entrant's consent.
10. Entries will close midnight 15 August 2018. All entries submitted after the closing date will only be considered at the sole discretion of House Call Doctor.
11. The winner of the Competition (the ‘Winner’) will be chosen the following business day and will be notified that they have won on this day, by a telephone call to the phone number provided on the Entry Form.

Artwork Warranties, Moral Rights, Cultural Consent and Ownership

12. By entering this Competition and signing the Entry Form, the Entrant warrants that: a. the Artwork (an illustration, painting or drawing) is the Entrant's own original work; b. the Entrant is entitled without limitation to irrevocably grant House Call Doctor all right, 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 House Call Doctor; f. the Artwork does not incorporate elements derived from Aboriginal and/or Torres Strait Islander heritage without the informed consent of the traditional owners; and g. the use of the Artwork by House Call Doctor will not infringe the rights of any third parties.

13. By entering this Competition and signing the Entry Form, the Entrant agrees that, should the Entrant win the Competition, they will do all things necessary, including sign any deed or document, to: a. irrevocably 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 House Call Doctor; and b. irrevocably provide consent in favour of House Call Doctor and its authorised licensees or assignees, to use the Artwork in any way or for any purpose that might otherwise infringe upon the Entrant's Moral Rights, as defined in Chapter IX of the Copyright Act 1968 (Cth), except of the Entrant's right not to have the artwork falsely attributed to another individual or company.

14. Should the Winner refuse to comply with clause 10 of these Terms and Conditions, then that Entrant waives all right to receive the Prize and a new Winner will be determined.

15. House Call Doctor will use its best endeavours to ensure that: a. its use, duplication or reproduction of the winning Artwork is only for the purposes of House Call Doctor marketing, publicity, advertising, branding and other related House Call Doctor purposes, whether online in any context or in print; b. where the Artwork is reproduced, published or communicated by House Call Doctor, the Winner will be acknowledged as the creator of the Artwork in an appropriate form where practical to do so; and c. without limiting the rights granted to House Call Doctor, the Artwork is not subject to any material alteration or distortion that is prejudicial to the Artwork or the Winner.

16. The Winner consents to House Call Doctor publishing the winning Artwork and the Entrant's name on House Call Doctor's website (www.housecalldoctor.com.au) and on House Call Doctor's Telehealth vehicle.

17. The Entrant agrees to indemnify and keep indemnified House Call Doctor against all claims, demands, losses and damages that House Call Doctor incurs as a result of a breach of any warranties given by the Entrant under these Terms and Conditions.

The Prize

18. The total worth of the Prize pool will be \$500.00.

19. There is one Prize to be won, which is \$500.00 cash.

20. Prizes are not transferable and are accepted entirely at the risk of the Winner.

21. The Winner will be selected based on the following criteria with respect to the Artwork submitted by the Winner: a. aesthetic quality; b. creative originality; c. alignment with House Call Doctor branding style; d. compliance with Aboriginal and/or Torres Strait Islander customary rights and law; and e. relevance to the purpose and objectives of House Call Doctor, which are attached or otherwise found at <https://housecalldoctor.com.au/careers/atsidesigncompetition/>.

22. The Entrant acknowledges that their Artwork may be copied or reproduced for the purposes of judging the Competition.

23. The Winner acknowledges that their Artwork will be reproduced on House Call Doctor's Telehealth vehicle, accompanied by the name of the Winner.