

iFuture Ipswich Artwork Competition Terms and Conditions

1. The Promoter of the iFuture Ipswich Artwork Competition (the “**initiative**”) is the Ipswich City Council.
2. The **initiative** is free and open to all residents of Ipswich. Participants must be an individual and not a company or organisation. Participants under 18 years of age must have the consent of their parent or guardian to enter.
3. Each contribution must be entered in accordance with these Terms and Conditions. By participating in the **initiative**, each participant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to use any supplied material, should the participant fail to comply with these Terms and Conditions. Notwithstanding, compliance with these Terms and Conditions does not guarantee that any material/s contributed will necessarily be used in the final products or be posted to our website and/or social media pages. Council retains absolute discretion for use of any material.
4. The **initiative** opens on 16 September 2020 and closes on 13 November 2020 (“**initiative period**”). Any materials/contributions received after the expiry of the initiative period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected materials/contributions.
5. Information on how to enter the **initiative** form part of these terms and conditions.
6. An official entry form must be completed on Shape Your Ipswich by each participant. The digitally submitted entry form is evidence of the participant’s consent to these Terms and Conditions.
7. The entry is to be submitted digitally with the entry form. If the entry is a physical artwork, such as a photo, painting or sculpture, the participant may need to make this available for the Promoter to photograph for publication and/or for exhibition in the Ipswich Art Gallery and/or at the launch or display of the Corporate Plan.
8. Acceptable file types are image files (jpeg, jpg, gif and png).

9. Files submitted for the competition must be less than 1MB.
10. In order for the winning entries to be published, after the winning participants are advised that they are a winning participant, each winning participant must, by 25 November either:
 - a. Provide additional images of the artwork which are saved at a minimum of 300 DPI and at least 5 MB; or
 - b. Provide the artwork to Council for photographing.
11. A maximum of two (2) artworks may be submitted by any participant. Images may only be entered once. If more than two artworks are submitted, the first two submitted will be taken to be the participant's entries.
12. Contributions must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening or is otherwise unlawful. Any contribution that at the discretion of the Promoter, is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from the **initiative**. The Promoter's decision in relation to any aspect of the **initiative** is final. No correspondence and/or discussion will be entered into.
13. Materials/contributions uploaded to the website must comply with the Terms of Use provided by the platform. The terms of use are in addition to these Terms and Conditions.
14. Materials/contributions will be assessed by a panel of judges selected by the Promoter. The decisions of the judging panel are final and no correspondence and/or communication of any kind in relation to the panels' decisions will be entered into. The judging panel is under no obligation to use any material/contribution.
15. The participant warrants that:
 - a. the contribution is their own creation; and
 - b. the contribution is attributable only to the participant;

- c. the contribution and the acts of the Promoter in relation to the contribution do not infringe upon the copyright, intellectual property rights, or Moral rights of any person;
 - d. they have the right to grant the rights under this clause and clauses 16 and 17 below.
16. By uploading digital material and/or sending us physical contributions, any material that is protected by intellectual property rights including, but not limited to, copyrighted works and material other than works, trademarks and service marks (Intellectual Property) on to the Website or physically, you are granting us a perpetual, non-exclusive and payment-free licence throughout the world to:
- a. reproduce, use and exploit the Intellectual Property, as part of the Website, to the full extent permitted by Intellectual Property law in any jurisdiction in which the Website is available to users; and
 - b. allow us to sub-licence others the same rights granted to us in clause a above.
17. Participants agree that the Promoter may modify the participant's digital contribution as it sees fit to meet its requirements without further reference to the participant. Physical contributions will not be altered or modified in any way by Council.
18. Where the Promoter deems it appropriate, the Promoter will attribute the creation of the work to the participant and will acknowledge any modifications that may have been made to the contribution by the Promoter when exercising its rights under clauses 16 and 17 of these Terms and Conditions.
19. By submitting a photograph as a contribution, you the participant, warrant that:
- a. Prior to submitting the photograph into the **initiative** you have gained consent of all identifiable persons featured in the photograph.
 - b. Photographs must be previously unpublished and the participant warrants that all photographs entered into the competition are their own work.
20. Neither, these terms and conditions or the entry form, constitute permission to enter private property. Such permission must be obtained from the landholder.
21. Participants must not engage in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the **initiative**.

22. The Promoter is not responsible for any costs arising from participating in the **initiative**, including but not limited to: costs to access internet or phone providers, equipment costs and so on.
23. By entering the **initiative** each participant agrees to indemnify the Promoter against all claims, loss, damage, costs (including legal costs), or liability whatsoever arising out of or in connection with the participant's breach of these Terms and Conditions.
24. The participant (or where the participant is a minor, then the parent or guardian) shall indemnify and release the Promoter in respect of any judgement, action, or liability for all claims, loss, damage, or injury to persons or property arising from the negligence of the participant (or where the Entrant is a minor, then the parent or guardian); or against any breach by the participant of any third party intellectual property rights and against any act or omission by the participant (or where the participant is a minor, then the parent or guardian) commenced by a third party against the Promoter.
25. If the Promoter requires a physical artwork, and this is not collected by the date advised by the Promoter, the physical artwork will become the property of the Promoter.

*Ipswich City Council is collecting your personal information so that we can assess your contribution in the Ipswich Corporate Plan (2021-2026) **initiative**. We will not disclose your personal information outside of Council unless we are required by law or you have given your consent. However, to enable the Council to administer, judge and promote the **initiative** your personal information may be recorded and/or disclosed; for instance your name and/or online identifier may be disclosed in a publication or at an event for the purpose of giving notice of contributions which have been adopted by Council. By contributing (either digitally or by physical contribution), we will consider that you have given us your consent to manage your personal information in the manner described in Council's Privacy Statement, [Personal Information Digest](#) and this collection notice.*