

# Terms & Conditions

## Australian Childhood Foundation Children's Week Art and Creative Writing Showcase 2020 Terms and Conditions:

1. Australian Childhood Foundation ABN 28 057 044 514 (ACF) Art and Creative Writing Showcase (Showcase) submissions are open to Australian citizens and permanent residents who are aged under the age of 18 at the time of submission of their work, including immediate family members of employees of ACF and its partner organisations.
2. Showcase submissions may be made in two categories: (1) visual art, including but not limited to drawings, paintings, photography, digital art photographs or other artistic works; and (2) creative writing. Submissions should be made via the ACF website [www.childhood.org.au] in the form of either an image file (preferably JPEG or PNG minimum 72dpi resolution), PDF or a Word or Pages document. Submissions may also be mailed to ACF, however, posted artworks will not be returned. Mailed entries together with a copy of these Terms and Conditions signed by the entrant's parent or guardian should be sent to the following address:  
PO Box 3335  
Richmond VIC 3121
3. If submitting online, the entrant's parent or guardian must upload the entrant's submission together with the completed entry form to ACF's website. By uploading the entrant's submission to www.childhood.org.au, the entrant's parent or guardian will be deemed to have agreed to be bound by these Terms and Conditions on behalf of the entrant and to have given permission for:
  - (a) their child to enter the Showcase;
  - (b) ACF to save, use and replicate the submission for promotional, marketing, merchandising, publicity, educational and publication purposes or any other related purpose across all of its communication platforms; and
  - (c) ACF to contact the entrant's parent or guardian in relation to the submission.
4. Only the entrant's first name will be used alongside the artwork for the purposes of creating ACF promotional materials, on its website or in other ACF publications.
5. For the purposes of the Showcase, submissions will be published on the ACF website and may also be used in all media, including electronic, digital, broadcasting and print and on ACF's social media platforms, without further notice or compensation.
6. All submissions must be received by ACF by 23:59 (AEST) on 23 October 2020. No responsibility is accepted for entries not received by ACF or incorrectly completed by the closing date and time. ACF reserves the right to cancel the Showcase, change the opening and closing dates/times or to accept late entries in its sole discretion.
7. If an entrant's artwork is chosen to be featured on promotional material directly resulting from the Showcase, the parent or guardian of the entrant will be contacted.
8. Inappropriate artworks, including but not limited to those depicting nudity, violence, unsafe activities, substance abuse, illegal activities or misconduct will not be accepted. ACF reserves the right to accept or reject any submission without giving any reasons.
9. By submitting the entry, the entrant's parent or guardian warrants that the entrant and/or their parent or guardian has obtained any necessary permissions/consents:
  - (a) from the owner(s) of any objects (including buildings) depicted in submission; and
  - (b) from any individual depicted in the submission (or, where the submission depicts a person under 18, the consent of their parent/guardian), to permit ACF to use the images for the purposes and in the manner specified in these Terms and Conditions.
10. The parent or guardian indemnifies ACF in respect of all claims, liability, damages, costs, expenses or other loss directly or indirectly incurred by ACF in respect of:
  - (a) any infringement by the entrant of any intellectual property rights of any other person in connection with the submission;
  - (b) any breach of the privacy rights of any person depicted in the submission;
  - (c) the use of the entrant's submission by ACF; and
  - (d) any breach of these Terms and Conditions.
11. The entrant must exclusively own all intellectual property in the work submitted. A submission may not be accepted if ACF reasonably suspects that the submission is copied from other work. Adults must not have a hands on role in creating the artwork. The entrant's parent or guardian agrees to complete any documentation reasonably requested by ACF to confirm the entrant's ownership of the submission.
12. The entrant grants ACF a non-exclusive, royalty-free licence to reproduce their submission in material form and to use, modify, communicate, photograph, reproduce, publish and adapt the artwork comprised in the submission for the purposes specified in these Terms and Conditions and anything incidental to such purposes.
13. ACF collects personal information regarding the entrant and their parent or guardian in order to consider the submission and conduct the Showcase. Provision of such personal information is voluntary, however, if the entrant or their parent or guardian declines to provide such information the entrant will not be eligible to make their submission. The entrant's parent or guardian has the right to access and correct the personal information ACF holds in relation to the entrant and their parent or guardian. The information provided will be used in accordance with ACF's Privacy Policy found here.
14. To the maximum extent permitted by law, ACF excludes all liability to entrants and their parent/guardians for any loss, damage, claim or expense that entrants suffer or incur directly or indirectly in connection with the Showcase. ACF accepts no responsibility for lost, stolen, delayed, damaged, illegible, incomplete or misdirected entries or for any issues or technical malfunctions of any internet services provider, computer systems, servers, computer equipment or software or in connection with ACF's website failing to be online at any time, including damage to an entrant's or any other person's computer resulting from participating in the Showcase or interacting with the ACF website.
15. All entrants release ACF from any liability, cost, damage, loss or expense arising out of, or in connection with, entry into the Showcase and the use of any artwork(s).
16. ACF will have the right to modify these Terms and Conditions at any time, with such change taking effect immediately on posting to this webpage.
17. These Terms and Conditions are governed by the laws of Victoria and the entrant and their parent or guardian submits to the exclusive jurisdiction of the courts of that State.