

ARTIST INFORMATION

Artists Name: _____

Name of Parent/Guardian: _____
(if under 18years)

Address: _____

Contact phone: _____

Email: _____

Date of birth: _____

Are you a resident of Cook Shire Council? YES NO

Are you of Aboriginal or Torres Strait Islander descent? YES NO

SUBMISSION DETAILS

Artwork Title: _____

Description and meaning of artwork: _____

DECLARATION AND SIGNATURE

You must check each box.

I certify that:

I have read, understand and accept the Terms & Conditions.

The work is my original work and does not infringe on the copyright, moral rights, Indigenous cultural and intellectual property rights, or rights of any third party

The information I have provided on this form is true

Artist name:

Name of parent/Guardian if under 18 years _____ *Date:* _____

Signature:

Parent/Guardian to sign if under 18 years _____

By completing and submitting an artwork and the associated Submission Form to the Cook Shire Council Reconciliation Action Plan Request for Artwork, each participating artist agrees to be bound by the following terms and conditions of entry:

1. The artwork must reflect the theme of: The Spirit of Reconciliation
2. Participating artists must be school-aged individuals, aged between 10 – 18 years of age on the date of the closing date for submissions, who lives within Cook Shire Local Government Area.
3. The artist may submit only one artwork (submission)
4. Submissions must include the original artwork (not a photograph) along with the completed Submission Form
5. All participating artists must also:
 - a. be of Aboriginal and / or Torres Strait Islander descent;
 - b. Identify as an Aboriginal and / or Torres Strait Islander, and
 - c. be accepted as an Aboriginal and / or Torres Strait Islander by an Aboriginal and / or Torres Strait Islander community.
6. All submissions will be viewed and assessed against the assessment criteria by Cook Shire Council.
7. The artist acknowledges and agrees that their artwork may be copied or reproduced for the purposes of assessing submission.
8. The artist must accept these terms and conditions in order to submit their artworks.
9. All participating artists acknowledge that:
 - a. they are aged 10 – 18 years at the time the Submission Form is submitted;
 - b. the artwork submitted is an original work;
 - c. the artwork submitted has not received a major prize before; and
 - d. the artwork is not licensed or otherwise encumbered in any way that may be inconsistent with these terms and conditions.
10. If a participating artist incorporates or substantially reproduces any material in their entry that is subject to third party rights, they must provide evidence that they have consent necessary to use that third party intellectual property.
11. All participating artists under the age of 18 must have their adult parent / guardian must complete the Submission Form by stating their own name on behalf of the name of the artist to indicate their agreement with these terms and conditions on behalf of the artist.
12. All participating artists indemnify the Cook Shire Council against all claims, demands, losses and damages that the Cook Shire Council, incurs as a result of a breach of any warranties and obligations given by entrants under these terms and conditions.
13. Artworks need to be suitable for re-publication, for example: paintings, illustrations, 2D mixed media works and/or collages. Sculptures, 3D artworks, digital animations and interactive pieces will not be eligible for entry.
14. Artwork cannot consist solely of a photograph and will not be eligible for entry.
15. Artworks should be sized between A4 (minimum) and A1 (maximum).
16. Artwork should not be framed or mounted behind glass.
17. A total of \$500 (excluding GST) will be payable to the selected artist in the form of a pre-paid, Australia Post Gift Card by Mastercard. It is not redeemable for cash.
18. The decision of the Cook Shire Council will be final and absolute.
19. No correspondence about the council's decision will be entered into.
20. Property rights in all submissions, including the successful submission, will remain with the artist except as provided by these conditions.
21. By signing a completed Submissions Form, submitting an artwork and accepting the payment, the selected artist of the submission:
 - a. grants Cook Shire Council, a permanent, royalty-free, worldwide, irrevocable, exclusive licence (including a right of sub-licence) to use, reproduce, communicate, broadcast, publish, distribute, adapt, and modify the selected artwork in all media of expression now known or later developed and in all languages, for any purpose specified in these terms and conditions. This licence only extends to non-commercial use of the winning artwork, and apply to the full duration of Council's inaugural RAP (2 years);
 - b. consents to any of the following types of acts or omissions by the Cook Shire Council:
 - i. use of all or part of the artwork in accordance with the licence granted in paragraph 18(a), with attribution of authorship to the artist, when and where suitable to do so (but Council will not falsely attribute authorship of the entry);
 - ii. supplementing the artwork with any other material; and
 - iii. use of the artwork in a different context to that originally envisaged;
 - c. may be requested to physically sign a licence and consent form relating to the artwork, prior to the submission being finalised. Failure to sign the licence will entitle the Cook Shire Council to remove the artist's artwork from the Request for Submission;
 - d. agrees that the Cook Shire Council, may publish in the Reconciliation Action Plan, and in any other material in which the artwork is used or reproduced, any personal information provided by the selected artist in connection with their entry including, but not limited to, the winning artist's name, age, community and State / Territory of residence; and
 - e. warrants that at the time of accepting the payment there is no cultural or religious reason, or any other impediment that prevents the selected artwork from being exhibited, published or reproduced.

22. Cook Shire Council's purpose in using, or sublicensing the use of, the selected artwork is limited to the following purposes, and anything incidental to such purposes:
 - a. being used in part or in full on the cover and throughout Council's inaugural Reconciliation Action Plan (PAR) document; being used to promote, brand and market of all initiatives, events and activities that fall under Council's inaugural RAP;
 - b. being used on Council's social media (e.g. Facebook) to promote all initiatives, events and activities that fall under Council's inaugural RAP;
 - c. being broadcast on television or in print media to promote all initiatives, events and activities that fall under Council's inaugural RAP; the RAP Committee or any related matter; and
 - d. being displayed in a public place to promote all initiatives, events and activities that fall under Councils' inaugural RAP;
 - e. being used for any other purpose Council deems necessary in promoting all initiatives, events and activities that fall under Council's inaugural RAP; the RAP Committee or any related matter.
23. Council will reasonably endeavour to notify the successful artist before altering the selected artwork for any purpose listed in these terms and conditions.
24. Council will reasonably endeavour to obtain the consent of the artist before altering the selected artwork, where such alteration is for a purpose outside of the scope of these terms and conditions, and such consent is not to be unreasonably withheld.
25. Council will identify the successful artist in the RAP document.
26. Council will reasonably endeavour to acknowledge the successful artist as the author of the selected artwork where the artwork is used for purposes other than those associated with the RAP.
27. The artist must obtain permissions and approvals to reproduce graphics, or images of Aboriginal and Torres Strait Islander people.
28. Submissions must be made in either of the following ways:
 - a. By mail to: PO Box 3, Cooktown, QLD 4895
 - b. In person to: 10 Furneaux Street, Cooktown, Queensland 4895
29. All submissions must be received by Monday 27 February 2023 at 12:00 NOON (AEDT).
30. Cook Shire Council may amend these terms and conditions from time to time, and any amendments will be binding on all entrants. If, for any reason, the Request for Artwork is not able to be run as planned, Cook Shire Council may cancel the Request for Artwork without liability to Council, any artist, or any other person.
31. Cook Shire Council is the Promoter of this Request for Artwork.
32. Final selection may be subject to the provision of additional information.
33. Cook Shire Council reserves the right, at any time, to verify the validity of participating artist, artwork and Submission Form (including participating artist's identity, age and place of residence) and to disqualify any participating artist who submits a Submission Form that is not in accordance with these terms and conditions.