

Shine Art Prize – Terms and Conditions of Entry

1. The purpose of this document is to inform entrants and relevant parties of the terms and conditions of entering icare's Shine Art Prize competition. Details about the competition as published on official icare communication platforms including but not limited to the icare website, electronic entry application forms and promotion material, all form part of the terms and conditions of entry. The terms and conditions of entry as stated in this document and across platforms mentioned above apply to all entrants and individuals entering into all categories of the Shine Art Prize. For the purposes of these terms and conditions 'icare' means Insurance and Care NSW as constituted by the *State Insurance and Care Governance Act 2015* (NSW), acting on behalf of the Lifetime Care Support Authority as constituted by the *Motor Accidents (Lifetime Care and Support) Act 2006* (NSW).
2. By submitting an entry, entrants shall be taken to have acknowledged and accepted these terms and conditions and agreed to be bound by them.
3. The assessment conduct and results of the competition will not create any legal obligations between entrants and icare or the Crown in right of New South Wales, except for what is expressly stated in this document.
4. Parties in breach of any of these terms and conditions are subject to disqualification from the Shine Art Prize.

Eligibility and about the Competition

5. The Shine Art Prize is free to enter and is open to all participants and workers in the Lifetime Care Scheme and Workers Care Program.
6. Categories for the competition are:
 - Category 1 – Photography and Digital
 - Category 2 – Painting
 - Category 3 – Drawing
 - Category 4 – Sculpture and 3D art
 - Category 5 – Children under 15 years of age (any art form)
7. Artworks completed within 12 months prior to entering the competition are eligible for entry.

Submission of Entry

8. All entries are to be submitted electronically via an online form that will be accessible from a link which will be sent to participants via email. If unable to complete an online entry form, please email shineartprize@icare.nsw.gov.au or phone: 7922 5826 for alternate arrangements for submission of entries.
9. Entries will be accepted from 1st September 2020 to 5pm 31st January 2021.
10. icare reserves the right to extend the entry submission deadline if they deem necessary. Change will be communicated via the icare website.
11. Entries received after the submission deadline will not be accepted.
12. Each entrant may submit up to 3 different artworks to the competition in their entry form. The artworks can be from the same category or multiple categories (see point 7).
13. All entrants must submit their name and contact details.
14. All entrants must submit a written explanation of each of their artworks in 50 words or less.
15. Edits to entries cannot be made once submitted.
16. icare takes no responsibility for any technical issues affecting electronic submissions. Any technical issues must be communicated prior to deadline.
17. icare reserves the right to remove any entry that is deemed offensive, derogatory or racist.

Warranties

18. Each entrant warrants that their entry, including the written submission, is the entrant's original work, that any intellectual property rights arising in connection with that entry belong to the entrant and that the entry does not interfere with any third-party rights.

Prizes

19. The Prizes for this competition are as follows:
 - Overall winner of the competition - \$2,000
 - The winner of each individual category - \$1,000 per category.
20. All entries are eligible for the overall prize. However, an artwork may only be selected as the winner of one prize., The overall winner will not be eligible the individual category prize. In the category in which the overall winning entry belongs, the entry judged second would be the winner of that category.
21. Winners will be selected, and prizes awarded by a panel of judges.

Selection of Prize winners

22. The Art Prize Judging Panel reserves the right not to allocate an award in a particular category where, in their opinion, there are no entries of sufficient merit.
23. In the event an entrant that is judged to have won a category is found to have failed to satisfy or abide by the terms and conditions of the Art Prize, that entrant shall not be entitled to the relevant award, and icare may, at its absolute discretion, award the relevant award to another entrant or choose not to award the award at all.
24. The decision of the Judging Panel is final in respect of the winners of each category and the overall winner.

Consents

25. All entrants consent to icare reproducing a digital/hard copy image of their artwork for the following limited purposes:
 - an on-line exhibition.
 - For display at any of icare's offices
 - digital/social media promotion for the competition and related exhibitions, including to help with promotion of future art competitions.
26. All entrants consent to their name, the icare scheme to which they belong to (Lifetime Care or Workers Care) and the description of the artwork/s that was submitted upon entry to be displayed alongside the artwork.
27. The overall winner and winner of each category agree to grant icare an irrevocable, exclusive, royalty free, perpetual licence to use any Intellectual Property in the artwork, which includes the right to sub-licence on a fee or fee-free basis, and the right to publish the artwork.
28. The winning artists will work with icare to finalise a short acknowledgement of the artist that will include:
 - Artist name
 - Name and description of the artwork
 - Background of the artist and how they came to be in one of icare's schemes
 - A quote from the artist

Liabilities

29. icare and its officers, employees and agents do not accept any liability, however arising, including liability for negligence, for any accident, loss, injury or damage arising at any time out of or in connection with the Shine Art Prize except for any liability that cannot, by law, be excluded.
30. Each entrant indemnifies icare and any sublicensee from and against any liability or loss arising from any infringement or alleged infringement of any Intellectual Property rights or Moral Rights in the artwork.