

Shine Arts Prize 2024 – Terms and Conditions of Entry

1. The purpose of this document is to inform entrants and other relevant persons of the terms and conditions that apply to the entry into icare's Shine Arts Prize. The details of this competition, which are 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 into the Shine Arts Prize (as stated in this document and across the communication platforms mentioned above) apply to all persons who enter either category of this competition.
2. By submitting an entry into the Shine Arts Prize, the entrant is taken to have acknowledged and accepted the terms and conditions of this competition 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. Entrants in breach of any of these terms and conditions may be disqualified from the Shine Arts Prize.
5. For the purposes of these terms and conditions, the term 'icare' means Insurance and Care NSW as constituted by the State Insurance and Care Governance Act 2015 (NSW) acting for:
 - a. the Lifetime Care Support Authority as constituted by the Motor Accidents (Lifetime Care and Support) Act 2006 (NSW) (Lifetime Care or LTC), and
 - b. the Workers Compensation Nominal Insurer as constituted by the Workers Compensation Act 1987 (NSW) which, among other activities, administers the Workers Care Program (WC).

Eligibility and about the Competition

6. The Shine Arts Prize is free to enter and is open to all participants and workers in the Lifetime Care Scheme and Workers Care Program.
7. Categories for the competition are:
 - Category 1 – Visual Arts (inclusive of Photography, Digital, Painting, Drawing, Sculpture/3D and Film or Video art)
 - Category 2 – Music (inclusive of singing, instrumental, and audio)
 - Category 3 – Children under 15 years of age (any art form)
8. Artworks completed within 12 months prior to 1st May 2024 will be eligible for entry. Artworks previously entered in the Shine Arts Prize will not be eligible.
9. If for any reason any aspect of the Shine Arts Prize is unable to run as planned, icare

may in its sole discretion cancel, terminate, modify or suspend the competition and invalidate any affected entries, or suspend or modify a prize, to the extent permitted by law.

10. Artworks entered in competition will be shortlisted for being accepted into an inperson exhibition in November 2024.
11. A People's Choice award will be selected based on a vote by people in attendance at the live exhibition. The artwork that receives the most votes will be awarded by icare following the exhibition.

Submission of Entry

12. All entries are to be submitted electronically via an online form that will be accessible from a link on the Shine Arts Prize webpage: <https://www.icare.nsw.gov.au/shine-arts-prize>. If unable to complete an online entry form, please email shineartsprize@icare.nsw.gov.au or phone: (02) 7922 1115 for alternate arrangements for submission of entries.
13. Entries will be accepted between 9am on 1st May 2024 to 5pm 31st July 2024.
14. icare reserves the right to extend the entry submission deadline if they deem necessary. Any change will be communicated via the icare website.
15. Entries received after the closing date 31 July will not be accepted.
16. Each entrant may submit up to two different artworks to the competition in their entry form. The artworks can be in the same category or multiple categories (see point 7).
17. All entrants must submit their name and contact details with their entry, and by providing those details confirm that those contact details can be used by icare to contact the entrant. icare takes no responsibility where it is unable to contact a winner who has not provided correct or complete contact details. If an entrant's contact details change before the winners are announced, it is the entrant's responsibility to notify icare at shineartsprize@icare.nsw.gov.au
18. All entrants must submit a written explanation of each of their artworks in 100 words or less.
19. Edits to entries cannot be made once submitted, except in exceptional circumstances.
20. icare takes no responsibility for any technical issues affecting electronic submissions. Any technical issues must be communicated to icare prior to deadline.
21. icare reserves the right to remove any entry that is deemed offensive, derogatory or racist.

Warranties

22. Each entrant warrants that their entry, 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

23. The Prizes for this competition are as follows:
- Overall winner of the competition - \$2,000 and optional mentoring package through Accessible Arts NSW
 - The winner of each individual category - \$1,000 per category
 - People's choice award - \$500
 - Highly commended entrants - \$100 gift voucher.
24. 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 for the individual category prizes. In the category in which the overall winning entry belongs, the entry judged second would be the winner of that category.
25. The overall winner and category winners will be selected, and prizes awarded by a panel of judges.
26. In the event that an entrant is unable to claim a prize for any reason, the prize will be passed onto the entrant's parent, guardian or next of kin as the circumstances require.
27. icare will take reasonable steps to ensure each winner receives their prize.

Selection of Prize winners

28. The Arts 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.
29. 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 Arts 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.
30. The decision of the Judging Panel is final in respect of the winners of each category and the overall winner.

Consents

31. All entrants consent to icare reproducing a digital/hard copy image of their artwork for the following limited purposes:
- a Shine Arts Prize on-line exhibition

- for display at any of icare’s offices or other external venues for an icare Shine Arts Prize exhibition
 - digital/social media promotion for the competition and related exhibitions, including to help with promotion of future art competitions.
32. 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.
33. For entrants under the age of 18, parental or guardian consent must be provided in their entry form, together with valid contact details.
34. 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-free basis, and the right to publish the artwork.
35. 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

36. icare will take reasonable care in handling and displaying artworks received for the competition. 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 activities related to Shine Arts Prize except for any liability that cannot, by law, be excluded.
37. 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.

Privacy

38. All details of entrants received by icare will be used and stored in accordance with the Information Protection Principles set out in the *Privacy and Personal Information Protection Act 1998* (NSW) and the icare Privacy Policy. A request to access, update or correct any information held by icare should be directed to the icare Privacy Officer.