

2020 Gallery One LOGO DESIGN COMPETITION - Terms and Conditions

1. THE ORGANISER AND THE COMPETITION

1.1 The Organizer is Mitcham Arts & Crafts Association trading as Gallery One an independent, not for profit community art and craft gallery and teaching studio.

1.2 The title of the competition is the 2020 Gallery One Logo Design Competition.

2. ELIGIBILITY

2.1 The competition is open to all residents of South Australia, including employees and members of the Association and their families.

2.2 By entering the competition, entrants confirm that they are eligible to do so and therefore eligible to claim the prize.

2.3 Gallery One will not accept competition entries that are: automatically generated by computer; completed by third parties or in bulk; illegible, have been altered, reconstructed, forged or tampered with and/or incomplete.

2.4 Entries that are made on behalf of another person are not allowed and will be rejected by Gallery One.

3. HOW TO ENTER

3.1 Entries must be submitted via email to office@galleryone.org.au by the closing date 10th September 2020 at midnight. Subject line: 2020 Gallery One Logo Design Competition

3.2 Entry Specifications:

- Logo Format: JPEG and PDF
- Logo Resolution: 300 dpi
- File size: not exceed 10MB
- Logo form: full colour and grayscale

3.3 Entry forms must be completed, signed and submitted alongside each design. Each signed entry acknowledges that the entry is:

- solely the entrant's own original and unpublished work and does not contain or incorporate any copyright or other intellectual property rights owned by any other person or organisation
- is not offensive or immoral
- does not infringe any third party rights and/or any agreements to which you are a party.

3.4 Receipt of entries will be acknowledged through return email and all entry information will be retained by Gallery One.

3.5 Neither the Gallery One nor any of its employees or representatives will be responsible for the non-receipt and/or non-inclusion of entries in the competition as a result of being lost, late, illegible, incomplete, invalid, or

because of technical failures or otherwise, including such failure which is within the control of the Gallery One, its employees or representatives.

3.6 Entrants will be required to confirm in writing that they have read, understood, and complied with the terms and conditions of this competition.

3.7 Gallery One Committee reserves the right at any time and without prior notice to amend, alter or vary any of the conditions of the entry or to do any other thing which it deems fit.

3.8 Gallery One Committee reserves the right to publish any entered artists' names/image and a photograph of any entries for the promotional purposes (Catalogue, Invitations, Facebook, Instagram, Website, Media, Newsletter or similar)

3.9 There is no limit on the number of entries an individual can submit.

3.10 There is no fee for submitting an entry.

4. WINNER SELECTION

4.1 One winner will be selected from all eligible entries received by the closing date on 10th September 2020.

4.2 The Competition entries will initially be judged by a panel of at least three judges, appointed by Gallery One Committee. Secondary judging of the successful shortlisted entries will be considered by the Gallery One Committee whose decision will be final. No correspondence will be entered into.

4.3 If an employee or member of the Association or any members of their family submit an entry to this logo competition that employee or member will disclose the potential for conflict at the earliest opportunity and will be ineligible to vote as a Judge in respect of any affected entrants and entries.

4.4 Judges at either the initial or secondary stages of judging are not bound to accept any entry or design. The Gallery retains the right to negotiate with any entrant to finesse a particular design or concept.

4.5 The winning entry may be subject to minor alterations or adjustments in concert with the Gallery One Committee in order to ensure practicality of use.

4.6 The winning entry will be used on the website, social media, various publications and advertisements for the promotion of Gallery One

4.7 Gallery One will send the full names of the judges by e-mail to anyone who writes to Gallery one requesting such information within one month of the closing date referred to in paragraph 4.1 of these terms and conditions.

5. PRIZES

5.1 Only a successful entrant who complies with all the conditions of this competition will be eligible to the \$500 prize. This prize is not transferable and cannot be claimed by any third party.

5.2 Gallery One reserves the right not to award any prize for the 2020 Gallery One Logo Design Competition

5.3 If the Gallery One Committee selects an entry to be adopted as the new logo, the Committee can upon receipt of an assignment to it of all interests in copyright and intellectual property in the design award a monetary prize to the successful entrant.

6. NOTIFICATION OF WINNER

6.1 Gallery One will endeavour to notify the winner within 10 days of a decision being made.

7. OTHER CONDITIONS

7.1 By participating in the competition, you agree to indemnify and hold harmless Gallery One and its representatives and anyone professionally connected with this competition, from any liability for any loss (including, without limitation, indirect, special, or consequential loss), expense or damage which is suffered or sustained (whether or not arising from any persons negligence) in connection with any breach by you of these terms and conditions.

7.2 Gallery One Committee reserves the right to cancel, terminate, modify or suspend this competition without prior notice

7.3 Gallery One reserves the right to disqualify any person it finds, in its sole discretion, to be tampering with the operation of the competition, or to be acting in breach of these terms and conditions and/or in any way that is inconsistent with the spirit of the competition.

7.4 The winner may be required to participate in publicity arranged by Gallery One

7.5 Neither Gallery One, its representatives, nor their employees or anyone professionally connected with this competition, will in any circumstances be responsible or liable to any entrant and/or the winner in connection with this competition. Neither Gallery One, its representatives, nor their respective employees or anyone professionally connected with this competition accepts any liability for any loss, damage, personal injury or death occurring as a result of the winner taking up the prize.

INTELLECTUAL PROPERTY RIGHTS

By submitting your competition entry and any accompanying material, you agree that, in the event that your design is chosen as a Gallery One logo, you hereby (with effect from the date of submission of your competition entry):

(a) assign to Gallery One all your intellectual property rights with full title guarantee; and

(b) waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you are or at any time in the future may be entitled under the Copyright law.

By submitting a competition entry, you represent, warrant and undertake to Gallery One that your entry:

(a) is exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person;

(b) is not defamatory or immoral; and

(c) does not infringe any third party rights and/or any agreements to which you are a party.