



VACCA

VICTORIAN ABORIGINAL CHILD
AND COMMUNITY AGENCY

Connected by culture

Terms and Conditions

Please read these Terms and Conditions carefully. By submitting an expression of interest (EOI) you agree to comply with these Terms and Conditions.

1. Theme

- 1.1. The artwork must respond to the project brief and reflect the values of the Victorian Aboriginal Child and Community Agency (VACCA).

2. Submission Deadline

- 2.1. All entries must be received by Friday 2 October 11:59pm (AEST).

3. Eligibility

- 3.1. The artist must accept these Terms and Conditions to be considered for this commission.
- 3.2. All participating artists must be individuals aged 18 years or older at the time of submitting the EOI.
- 3.3. All participating artists must:
 - a) be of Aboriginal and/or Torres Strait Islander descent;
 - b) identify as 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.
- 3.4. Should the commissioned artist be an employee of VACCA, the artist acknowledges that all work with relation to this commission, including the Expression of Interest and all creative and administrative tasks, must be completed outside of their regular work hours with VACCA.

4. Entry Limit

- 4.1. Each artist may submit one EOI only.

5. Artwork Specifications

- 5.1. The winning artwork must be submitted in one of the following ways:
 - a) Hard copy on canvas – minimum size 900 x 900mm. A high-resolution scan of the artwork must also be submitted.
 - b) Digital file – high-resolution vector file (such as an .AI, .SVG or .EPS file).
 - c) Digital file – high resolution raster file (.PSD or .JPG) to be A3 (297mm x 420mm) in size at 300dpi minimum.

6. Additional requirements

- 6.1. The artist will be required to supply:
 - a) a paragraph (minimum 100 words) on the meaning of the artwork
 - b) a paragraph (minimum 100 words) on how the artwork responds to the project brief
 - c) a guide to the significance of key elements of the artwork
 - d) artist biography for publication.

7. Originality and Warranties

- 7.1. By submitting an EOI you confirm that:
 - a) You are aged 18 years or older.
 - b) The artwork is an original work.
 - c) The artwork has been produced exclusively for this commission.
 - d) The artwork will not be licensed or encumbered in any way that conflicts with these Terms and Conditions.
- 7.2. If your artwork includes any third-party material or substantially reproduces any material that is subject to third party rights, you must provide evidence of consent to use that third party's intellectual property.
- 7.3. The artist agrees that they shall not use artificial intelligence tools or systems (including, without limitation, generative AI image, text, or design tools) in the creation, development, or execution of the commissioned work, in whole or in part.

8. Judging and Selection

- 8.1. All EOIs will be assessed by employees of VACCA.
- 8.2. The judges' decision is final and binding, and no correspondence about the judges' decision will be entered into.
- 8.3. Final selection may be subject to the provision of additional information, in accordance with clause 19.1.

9. Intellectual Property

- 9.1. Intellectual property rights in all submissions remain with the artist, except as provided by these Terms and Conditions.
- 9.2. By submitting an EOI and accepting the commission, the successful artist:
 - a) grants VACCA a permanent, royalty-free, worldwide, irrevocable, ongoing, exclusive licence (including a right of sub-licence) to use, reproduce, communicate, broadcast, publish, distribute, adapt, modify and exploit the winning 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 extends to commercial use of the winning artwork;
 - b) consents to any of the following types of acts or omissions by VACCA:
 - I. use of all or part of the artwork in accordance with the licence granted in paragraph 14 with or without attribution of authorship to the artist (however all efforts will be made to attribute the artwork correctly where pace permits)
 - II. adaptation or contextual changes to the artwork in a different context to that originally envisaged
 - III. supplementing the artwork with any other material
 - IV. publication of personal details such as name, age, community, and state/territory of residence in connection with the artwork.

10. Privacy

- 10.1. By entering, you consent to VACCA sharing your name, age, community and state/territory of residence in connection with the artwork in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.

11. Indemnity

- 11.1. Entrants indemnify VACCA against any claims, losses, or damages arising from a breach of these warranties or obligations given by entrants under these Terms and Conditions.

12. Fee

- 12.1. The total fee is \$6,500 (excluding GST), payable to the successful artist.

13. Additional Conditions

- 13.1. The artist warrants that at the time of accepting the offer, there is no cultural or religious reason, or any other impediment that prevents the successful artwork from being exhibited, published or reproduced.

14. Use of artwork

- 14.1. The artwork may be used by VACCA in the following manner (including but not limited to):
 - a) Printed materials including banners, event flyers and invitations, sponsorship prospectuses, letterheads, postcards, posters, Annual Report 2027-28.
 - b) Digital assets including website banners, social media tiles and banners, paid social media advertising, Teams backgrounds, computer wallpaper, video titles.
 - c) Apparel including t-shirts, hoodies and hats.
 - d) Promotional items including lanyards, drink bottles and pins.

15. Artist Acknowledgement

- 15.1. VACCA will make reasonable efforts to acknowledge the artist when the artwork is used.

16. Amendments and Cancellation

- 16.1. VACCA may amend these Terms and Conditions if necessary. Amendments will be binding on all submitting artists.
- 16.2. If, for any reason, the commission is not able to be offered as planned, VACCA may cancel the EOI without liability to any entrant, or any other person.

17. Verification

- 17.1. VACCA reserves the right, at any time, to verify the validity of participating artist, artwork and EOI (including participating artist's identity, age and place of residence) and to disqualify any participating artist who submits an EOI that is not in accordance with these Terms and Conditions.

I accept the Terms and Conditions:

Name

Date

Signature
