

Terms & Conditions

By signing and submitting the Entry Form, each participating artist agrees to be bound by the following terms and conditions of entry:

1. The artwork must reflect the 2025 theme for the COOEE Festival:

Walking Through Our Children's Eyes

2. All participating artists must:
 - be of Aboriginal and/or Torres Strait Islander descent;
 - identify as an Aboriginal and/or Torres Strait Islander;
 - be accepted as an Aboriginal and/or Torres Strait Islander by an Aboriginal and/or Torres Strait Islander community; and
 - be an individual aged 13 years or older at the time the Entry Form is submitted.
3. No group entries will be accepted.
4. All entries will be viewed and judged by the COOEE Advisory Committee.
5. The artist acknowledges that it is their original artwork and that their artwork may be copied or reproduced for the purposes of judging the competition.
6. The artwork submitted cannot be a recipient of a major prize in other competitions or has been commissioned for any other purpose.
7. The artist must accept these terms and conditions in order to enter the COOEE Festival 2025 Artwork Competition.
8. All participating artists state that they have not charged or otherwise encumbered the work nor given any assignment inconsistent with these terms and conditions.
9. Where a participating artist is under the age of 18, the artist's parent/guardian must complete the Entry 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.
10. All participating artists undertake to indemnify and keep indemnified Link-Up (NSW) Aboriginal Corporation against all claims, demands, losses and damages that the Link-Up (NSW) Aboriginal Corporation incurs as a result of a breach of any warranties and obligations given by Entrants under these terms and conditions.
11. Artwork should be no larger than A1 (594mm x 841mm) and should not be framed or mounted behind glass.
12. A prize of \$1000 will be payable to the winning artist. The decision of the judges will be final and absolute.
13. Property rights in all submissions, including the winning artwork, will remain with the artist or Entrant except as provided by these conditions.
14. By signing a completed Entry Form, submitting an artwork and accepting the award offer, the winning artist:
 - grants to Link-Up (NSW) Aboriginal Corporation, a permanent, royalty-free, worldwide, irrevocable, ongoing, non-exclusive licence (including a right of sub-licence) to use, reproduce, communicate, broadcast, publish, distribute, adapt, modify the winning art work in all media of expression now known or later developed and in all languages, for any purpose specified in these terms and conditions.

- consents to any of the following types of acts or omissions by Link-Up (NSW) Aboriginal Corporation: (a) use of all or part of the art work in accordance with the licence granted above, with or without attribution of authorship to the artist (but Link-Up (NSW) Aboriginal Corporation will not falsely attribute authorship of the entry); (b) supplementing the art work with any other material; and (c) use of the art work in a different context to that originally envisaged;
 - may be requested to physically sign a licence and consent form relating to the artwork, prior to the competition being finalised. Failure to sign the licence will entitle the Link-Up (NSW) Aboriginal Corporation to remove the artist's artwork from the Competition.
 - agrees that Link-Up (NSW) Aboriginal Corporation, on the 2025 COOEE Festival Poster, and in any other material in which the artwork is used or reproduced, any personal information provided by the winning artist in connection with their entry including, but not limited to, the winning artist's name, age, community, and State/Territory of residence; and
 - warrants that at the time of accepting the award offer there is no cultural or religious reason or any other impediment that prevents the winning artwork from being exhibited, published or reproduced.
15. The purpose in using the winning artwork is limited to the following, and anything incidental to such purposes;
- being used as part of images in 2025 COOEE Festival and Link-Up (NSW) Aboriginal Corporation's social media (i.e. Facebook & Instagram);
 - being used in the 2025 COOEE Festival Program;
 - being used in the National COOEE Festival theming (i.e. projection, screens, staging etc.);
 - being used in the 2025 COOEE Festival Poster;
 - being used in any other marketing of the 2025 COOEE Festival;
 - being used on merchandising for sale; and
 - being displayed in a public place.
16. The artwork may be used in the following manner (including but not limited to):
- displayed in public places (i.e. offices, libraries, schools, shopping centre etc.);
 - incorporated onto local 2025 COOEE Festival event flyers;
 - displayed on social media pages and websites;
17. We will reasonably endeavour to notify the winning artist before altering the winning artwork for any purpose listed in these terms and conditions. We will reasonably endeavour to obtain the consent of the artist before altering the winning artwork, where such alteration is purpose outside of the scope of these terms and conditions, and such consent is not to be unreasonably withheld.
18. The winning artist will be identified when announcing the winning artwork.
19. We will reasonably endeavour to acknowledge the winning artist as the author of the winning artwork where the artwork is used for purposes other than the 2025 COOEE Festival Artwork.

20. The artist will seek permissions and approvals to reproduce graphics, flags or images of Aboriginal and Torres Strait Islander people and to provide proof of acceptance if requested.
21. All entries must be received by 5:00pm AEST Friday, 15 November 2024.
22. Link-Up (NSW) Aboriginal Corporation on behalf of COOEE Festival may amend these terms and conditions from time to time, and any amendments will be binding on all entrants. If, for any reason, the competition is not able to be run as planned Link-Up (NSW) Aboriginal Corporation may cancel the Competition without liability to any entrant, or any other person.
23. Link-Up (NSW) Aboriginal Corporation on behalf of COOEE Festival is the Promoter of this Competition.
24. Final selection may be subject to the provision of additional information. Link-Up (NSW) Aboriginal Corporation on behalf of COOEE Festival reserves the right, at any time, to verify the validity of participating artist, artwork and Entry Form (including participating artist's identity, age and place of residence) and to disqualify any participating artist who submits an Entry Form that is not in accordance with these Competition Terms