Victorian Public Sector Disability Employment Action Plan Art Competition

TERMS AND CONDITIONS

GENERAL

1. The Victorian Public Sector Disability Employment Action Plan Artwork Competition (the **Competition**) is conducted by the Victorian Public Sector Commission (**VPSC**) (ABN 28 854 390 770) of 3 Treasury Place, East Melbourne VIC 3002, for and on behalf of the State of Victoria.
2. Information on how to enter the Competition forms part of the competition conditions.
3. The VPSC reserves the right to extend, cancel or amend the process for the Competition, including these Terms and Conditions, at any time.

WHO CAN ENTER

1. Entry in the Competition is open to individuals who are:
2. a person with disability; and
3. a resident of the State of Victoria (the Entrants).
4. A person with disability means an individual who has long-term physical, mental intellectual, or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others.
5. Current employees of the VPSC and their immediate family members are ineligible to enter into the Competition.

HOW TO ENTER

1. Entry opens at 9am AEST, Friday 8 June 2018 and closes at 5pm AEST, Friday 6 July 2018 (the **Entry Period**).
2. An Entrant may submit only one entry into the Competition (the **Entry**).
3. It is a condition of entering the Competition that the Entrant agree to and sign these Terms and Conditions.
4. All Entries must:
5. be the original work of the individual Entrant;
6. relate to the theme of ‘a fully inclusive workplace’;
7. not exceed 2 metres x 2 meters in size;
8. be capable of digitisation; and
9. be able to be displayed on documentation and publicly.
10. To submit an Entry to the Competition, a hard copy of the Entry must be submitted to Elizabeth Parkinson, Victorian Public Sector Commission, 3 Treasury Place, East Melbourne VIC 3002. Entrants are responsible for the costs of delivering the Entry to the VPSC. All Entries received by the VPSC will be returned within a reasonable period after the competition ends.
11. The following documents must be submitted together with the Entry:
12. a completed Application Form;
13. a photograph of the Entrant; and
14. a signed copy of these Terms and Conditions.
15. The Entrant’s name, description of themselves and the Entry, and photograph may be published or displayed together with the Entry. The information provided by the Entrant may be edited for clarity.
16. Where the VPSC considers that the Application Form submitted to the VPSC is incomplete or illegible, the VPSC may in its sole discretion deem the Entry to be invalid and not consider it for the purpose of the Competition.
17. The VPSC reserves the right at any time to verify the validity of Entrants (including an Entrant’s identity and place of residence).
18. The Entrant represents and warrants that:
19. the Entry submitted by the Entrant is their original work; and
20. the Entrant is the owner of copyright in the Entry; and
21. the Entrant has the power to grant the rights given under these terms and conditions, has obtained the appropriate releases to the Entry (if any), and is entitled to reproduce and exploit any underlying rights in the Entry.
22. The Entrant consents to their Entry being displayed or used by VPSC in accordance with these terms and conditions.

VOTING PROCESS AND SELECTION OF WINNER

1. A selection panel will be convened for the purposes of shortlisting entries (the **selection panel**).
2. The selection panel will consist of:
3. the Victorian Public Sector Commissioner; and
4. the members of the Disability Employment Action Plan Steering Committee and their reverse mentors pursuant to the Disability Employment Action Plan Terms of Reference.
5. Where the selection panel considers an Entry to be inappropriate, defamatory, discriminatory, offensive, or otherwise not in compliance with these Terms and Conditions, the selection panel may in its absolute discretion disqualify the Entry from the Competition.
6. Up to five entries may be shortlisted by the selection panel. Each member of the selection panel will vote for one of the shortlisted entries. Votes must be cast in person and cannot be delegated. Only one vote is permitted for each member of the selection panel.
7. If a tie between the two entrants occurs, the Victorian Public Sector Commissioner will decide which entrant will be the Winner of the Competition.
8. The shortlisted Entry that receives the highest number of eligible votes will, subject to these Terms and Conditions, win the Competition (the **Winner**).
9. The decision of the selection panel in relation to the shortlisting of Entries, the selection of a winner, or any other aspect of voting for the Competition is final and no correspondence will be entered into.
10. Subject to these Terms and Conditions, the VPSC will pay the Winner of the Competition the following amounts:
11. Prizemoney - $2,500 (inclusive of GST) following the Launch; and
12. Licence - $2,500 (inclusive of GST ) as soon as reasonably practicable following the execution by the Winner of a Licence Agreement to grant the VPSC a licence to use the Artwork.

RIGHTS OF THE VPSC

1. The VPSC reserves the right to use any Entry in marketing material related to the Competition without acknowledgement or compensation to the Entrant.
2. The VPSC is not liable for any loss or damage whatsoever which is suffered by any Entrant, including, but not limited to, indirect or consequential loss, or for personal injury suffered or sustained during the course of entering the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law.
3. The VPSC is not responsible for covering any costs associated with the Entrant entering the Competition, or the Winner receiving the Prize, including (but not limited to) costs associated with insuring the Entry and in transporting the Entry to and from the Launch.

PERSONAL INFORMATION

1. The Entrant consents to the VPSC collecting their personal information (as that term is defined in the *Privacy and Data Protection Act 2014* (Vic)) for the purpose of conducting and promoting this Competition (including but not limited to determining, verifying the identity and residence of, and notifying the winner and prize fulfilment).
2. The Entrant consents to their name (in whole or in part) being acknowledged as the author of their Entry in any media and within any material relating to or arising out of the Competition, including letterheads, posters, banners and other merchandise to promote the Victorian Public Sector Disability Employment Action Plan and the VPSC’s Disability Employment Action Plan Unit. The Entrant acknowledges and agrees that the VPSC is not required to use the Entrant’s Entry and/or their name in any such materials or in any media.
3. The Entrant consents to the VPSC disclosing the personal information to third parties where it is relevant to the conduct of the Competition, including but not limited to announcing the winner of the prize.
4. Any personal information provided will be dealt with in accordance with the *Public Records Act 1973* (Vic), the *Privacy and Data Protection Act 2014* (Vic), and VPSC’s privacy statement (available at [VPSC Website - Privacy](http://vpsc.vic.gov.au/privacy/)). The VPSC is committed to protecting the privacy of personal information. Enquiries about access to personal information held by the VPSC should be made via telephone or written correspondence at 03 9651 1321 or 3 Treasury Place, East Melbourne VIC 3002.

**The entrant (or his or her legal guardian) declares that he or she:**

* **has disability;**
* **is a resident of the State of Victoria; and**
* **has read, understood and agree to be bound by the Terms and Conditions of the Competition to be conducted by the VPSC.**

**Signed by:**

**……………………………………………………… ………………………………………………………**

**Signature of Entrant Date**

**……………………………………………………… ………………………………………………………**

**Signature of Guardian Date**

*The signature of a legal guardian is required if the Entrant is under 18 years of age or their disability impairs legal capacity to enter into a binding contract.*