



## DUBBO NETBALL ASSOCIATION INC.

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### **DESIGN THE DUBBO NETBALL ASSOCIATION'S REPRESENTATIVE DRESS**

This is an opportunity for Dubbo Netball Association to extend our commitment to First Nations communities and acknowledge the unique relationship between Aboriginal and Torres Strait Islander Peoples and netball in Dubbo.

We are proud to represent the First Nations Culture of our region, which stretches from the Macquarie River in the east to Nyngan in the west and Gilgandra in the north and the many regions in between.

The design to be featured on our Representative Pathways Program uniforms and associated merchandise will showcase the Cultural insights of the artist resulting in a design that is truly representative of our wider region. For your design to be considered for inclusion, please follow the Design Brief, Terms and Conditions of Submission, and Schedule to the Terms outlined within.

#### **DESIGN BRIEF:**

- Submissions are to recognise and celebrate Aboriginal and Torres Strait Islander culture within the Dubbo Netball Association community.
- Primary colours are Sky Blue, Royal Blue and Navy Blue
- Secondary colours are Black and White
- Tertiary colours may be included for design or cultural significance.
- The design should reflect our home by the Wambuul-Macquarie River and must capture the spirit and passion of DNA and the communities they represent. This should include through use of appropriate symbols, totems and/or other elements, reflecting items of natural and cultural significance to First Nations Peoples or organisations from our wider region. Furthermore, the successful artist may also be required to work with Dubbo Netball Association and/or representatives, or others in designing a work that is truly representative of the regions the Association serves.
- All designs must be authentic and original work of the artist submitting the design and must not infringe on the rights of any other party. Submitting artist must be the sole owner of the copyright in the submitted design and indemnifies Dubbo Netball Association, Netball NSW and Netball Australia in relation to any claims made by third parties regarding the submitted design. Should there be a dispute in relation to the copyright in the submitted design, Dubbo Netball Association reserves the right to request further information from the artist to determine copyright ownership.

- Artist to provide relevant sketches, research and brief background on design inspiration and story at the time of Submission.
- Artist to welcome opportunities for collaboration with representatives from Dubbo Netball Association, particularly in relation to refining design to adapt to uniform requirements.

#### **TERMS AND CONDITIONS OF SUBMISSION:**

1. By entering the design, you agree to be bound by the Terms and Conditions of Submission.
2. The Terms governing the Submission include the Design Brief, the Terms and Conditions of Submission and the Schedule to the Terms and any other instructions relating to the Submission.
3. Only entries that comply with the Terms will be considered valid entries for Submission.
4. Any capitalised terms used in these Terms have the meaning given to them in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms (Schedule) and these Terms, the Schedule will take precedence.
5. Time Zone  
All times and dates in the Terms refer to the Time Zone in operation at the time of the Submission.
6. Submission Period  
The Submission will be conducted during the Submission Period. Dubbo Netball Association is not responsible for any entry that is not received by Dubbo Netball Association during the Submission Period, for whatever reason. Incomplete or indecipherable entries will not be accepted.
7. Entry Restrictions  
Eligibility to enter the Submission is subject to the Entry Restrictions. If artists under the age of 18 are eligible to enter this Submission, they must include in the Submission the written consent of their parent or guardian to enter the Submission.
8. Entry Method  
To enter the Submission, artists must enter in accordance with the Entry Method (and any other entry details provided by Dubbo Netball Association) during the Submission Period.
9. Maximum Number of Entries  
Artists can submit any number of designs for consideration by DNAs' judging panel. Submissions must be made separately, and entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.
10. Use of Personal Information
  - a. By entering the Submission each artist agrees that:
    - i. DNA may use their name and contact details for the purpose of conducting the Submission, including complying with its relevant regulatory obligations;
    - ii. DNA may publish the successful artist's name in compliance with its obligations in conducting this Submission;
    - iii. at DNA's request, the winning artist will take part in the First Nations Round promotional activities which may include their name and image published in DNA promotional materials (such as website, marketing materials, advertising, printed

- materials, and social media channels) and for ongoing promotional activities; and
- iv. DNA may use their personal information for the additional purposes identified in Use of Personal Information.

#### 11. Privacy Laws and Privacy Policy

- a. Under Privacy Laws, 'personal information' means any recorded information or opinions (whether true or not) that identify an individual or allow an individual to be identified. DNA are committed to protecting personal information provided by you in accordance with Privacy Laws.

#### 12. Privacy Contact Details

You may access any personal information you have provided by contacting [dubbonetball@live.com.au](mailto:dubbonetball@live.com.au)

#### 13. Design

- a. The artist agrees that they are fully responsible for all aspects of the design which is submitted. DNA is not liable in any way for such design to the full extent permitted by law.
- b. The artist warrants and agrees that:
  - i. they will produce an Indigenous design to give to DNA, and in return the DNA has agreed to give consideration to the Artist, on the terms set out in a deed of agreement between DNA and the artist.
  - ii. they will not submit any design that is unlawful or fraudulent, or that may be deemed to be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children under 14, or otherwise unsuitable for publication;
  - iii. their design shall not cause injury or harm to any person or entity;
  - iv. they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their design;
  - v. the design is the original work of the artist that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the design to the uses contemplated by these Terms, and the design does not infringe the rights of any third party;
  - vi. they consent to any use of the design which may otherwise infringe the artist's moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
  - vii. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
- c. Without limiting any other terms herein, the artist agrees to indemnify the DNA for any breach of the above terms.

#### 14. Use of Design Submission

As a condition of entering the design, and in consideration of the fee, the successful artist licenses and grants Dubbo Netball Association and its affiliates an exclusive, royalty-free, perpetual, world-wide, irrevocable, and sub-licensable right to use their design for the purposes of creating a DNA Representative Pathways Program uniform and any associated

merchandise incorporating the design.

15. Exclusive Contractual Relationship

The artist acknowledges and agrees that they will be required to enter into an exclusive contractual arrangement with Dubbo Netball Association for the commercial exploitation of their design (including in respect of intellectual property rights in the successful design) and will execute all agreements necessary to affect that arrangement.

16. Fee

a. The successful artist will receive a fee of two thousand dollars (\$2,000) in consideration for the exclusive license granted to Dubbo Netball Association for use on the DNA Representative Pathways Program uniform and associated merchandise.

17. The artist agrees that the fee represents payment for all intellectual property rights related to the Design and no future royalty payments will be made to the artist separate to the fee set out in 16(a).

Submissions will be accepted from Aboriginal and Torres Strait Islander people only.

Only one design will be selected for application for the DNA Representative Pathways Program uniform and associated merchandise.

## SCHEDULE TO THE TERMS

1. Submission	DNA Representative Pathways Program uniform design
2. Dubbo Netball Association	Dubbo Netball Association Inc [ABN 9845 085 0277]
6. Time Zone	Sydney, Australia
7. Submission Period	Submission Period commences: 9.00am on 5th August 2023. Submission Period ends 5.00pm on 10th September 2023. Submissions will not be accepted outside of this submission period
8. Entry Restrictions (clause 7)	Eligibility: This design submission is open to Aboriginal and Torres Strait Islander people from or originating from the Dubbo region who are established and emerging artists. Submissions can be made as individuals only. Ineligibility: Submissions from artists who are non-Aboriginal or non-Torres Strait Islander will not be considered.
9. Design Brief and Considerations	<ul style="list-style-type: none"> <li>• Submissions are to recognise and celebrate Aboriginal and Torres Strait Islander Culture within the Dubbo Netball Association community.</li> <li>• It is essential that designs submitted represent all players in the DNA Representative Pathways Program</li> <li>• Primary colours are Sky Blue, Royal Blue and Navy Blue, Secondary colours are Black and White, Tertiary colours may be included for design or cultural significance.</li> <li>• The design should reflect our home by the Wambuul-Macquarie River and must capture the spirit and passion of DNA and the communities they represent. This should include through use of appropriate symbols, totems and/or other elements, reflecting items of natural and cultural significance to First Nations Peoples or organisations from our wider region.</li> <li>• All designs must be authentic and original work of the artist submitting the design.</li> <li>• All designs must not infringe on the rights of any other party. Submitting artist must be the sole owner of the copyright in the submitted design and indemnifies Dubbo Netball Association, Netball NSW and Netball Australia in relation to any claims made by</li> </ul>

	<p>third parties regarding the submitted design. Should there be a dispute in relation to the copyright in the submitted design, Dubbo Netball Association reserves the right to request further information from the artist to determine copyright ownership.</p> <ul style="list-style-type: none"> <li>• Artist to provide relevant sketches, research and brief background on design inspiration and story at the time of Submission.</li> </ul>
10. Entry Method (clause 8)	<p>To enter, artists must submit the following elements:</p> <ul style="list-style-type: none"> <li>• Design for Dubbo Netball Association’s consideration.</li> <li>• Relevant sketches, research and background on design inspiration and story.</li> <li>• Design as an all-over print landscape design.</li> <li>• Examples of the design applied onto a dress/shirt.</li> <li>• Artist full name, Business trading name (if applicable), email and mobile number.</li> <li>• Design base colour for the painting must be able to be applied to either a light or a dark uniform base.</li> <li>• Consideration is to be given to the team sponsors’ logos which may be required to be applied to the RPP uniforms.</li> <li>• Ideally Dubbo Netball Association and submitted design should complement each other.</li> </ul> <p>All submissions are to be submitted to <a href="mailto:dubbonetball@live.com.au">dubbonetball@live.com.au</a></p>
11. Maximum Number of Entries (clause 9)	Multiple entries can be submitted.
12. Use of Personal Information (clause 10a.iv.)	<p>In addition to clause 10, each artist agrees that Dubbo Netball Association may:</p> <p>(a) use their name and contact details for each artist to receive ongoing communication and marketing material not related to this competition; and</p> <p>(b) provide their name and contact details to third name party(s) named here – Netball NSW, Netball Australian, Dubbo Netball Association sponsors and the media – only for the purpose of conducting the competition, announcing artist engagement and/or distributing the fee.</p>
13. Privacy Laws (clause 11)	The Privacy Act 1988 (Cth) and Australian Privacy Principles
14. Design (clause 13)	Any materials submitted by an artist via the Submission.
15. Use of Design	In addition to clause 13, each artist licenses and grants

Submission (clause 14a.)	Dubbo Netball Association and its affiliates an exclusive, royalty-free, perpetual, world-wide, irrevocable, and sub-licensable right to use, reproduce modify, adapt, publish and display their design for the purposes of creating a DNA Representative Pathways Program uniform and any associated merchandise.
16. Judging Details	<p>The short-listing process will occur in September 2023, with the selected artist confirmed by 1st November 2023.</p> <p>Submissions will be evaluated and shortlisted against the following evaluation criteria:</p> <ul style="list-style-type: none"> <li>• Relevance to the Design Brief, Terms and Conditions of Submission and Schedule to the Terms</li> <li>• Suitability of the design in representing the Design Brief and imagination and originality</li> <li>• Graphic quality in communicating the idea</li> </ul> <p>Dubbo Netball Association’s decision will be final regarding the winning Submission and in any event will not be justiciable or capable of review.</p> <p>Dubbo Netball Association reserves the right to commission an independent artist of their choice in the event the designs submitted are not appropriate for application to the Representative Pathways Program uniforms.</p> <p>Subject to the above conditions, the successful artist will be confirmed no later than 5pm 1st November 2023 and will be notified by email.</p>