

## **Fantastical Sharks and Rays Competition Terms and Conditions**

(1) By submitting an entry to this competition, you:

(a) warrant that you are a parent, legal guardian, teacher or program manager (“**Sponsor**”) of a child who meets the eligibility criteria in clause 5;

(b) accept these Terms and Conditions.

(2) Instructions and information on how to enter this competition form part of these Terms and Conditions.

(3) The Organisers are the Australian Marine Conservation Society (ABN 53 409 718 351) (“AMCS”) of QLD 4101, Humane Society International (ABN 63 510 927 032) and the Australian Museum (collectively, the “Organisers”).

(4) The Promoters are the Australian Marine Conservation Society, Humane Society International, the Australian Museum and Innocean Australia (collectively, the “Promoters”).

### **Eligible entrants**

(5) To be eligible to enter this competition, entrants must:

(a) be a resident of Australia; and

(b) be 15 years of age or younger.

### **Entry Guidelines**

(6) Each entry must have a **Sponsor**.

(7) Artwork entries must be a drawing, painting or mixed media work, made from any traditional media including pastel, oils pastel, pen, pencil, charcoal, acrylics, watercolour, oils, mixed media, collage or other materials. Photographs, videos, digitally created artwork and three-dimensional sculptures will not be accepted.

(8) All entries have the option of including a supporting statement of up to 150 words - this is entirely optional and will not influence the judges’ decision.

(9) Artwork entries must depict **one** of the ten endemic shark and ray species listed below and on the entry form. Entries depicting species other than those listed will not be considered.

1. Maugean skate
2. Longnose skate

3. Melbourne skate
4. Yellowback stingaree
5. Greenback stingaree
6. Eastern angelshark
7. Greeneye spurdog
8. Whitfin swellshark
9. Southern/eastern fiddler ray (aka banjo shark)
10. Lined lanternshark

(10) Individual entries must be in A4 or A3 size. .

(11) Entries must be created solely by the entrant, and must be the entrant's original creation. Copies of pre-existing images, including by tracing or colouring in an outline created by another person will be disqualified. Adults must not actively participate in creating the entry and may only provide encouragement to the entrant, such as helping with research, transcribing young children's written work, finding references etc.

### **How to enter**

(12) Entry will be open from 9:00 am AEST on 08/12/2023 and closes at 5:00 pm AEDT on 29/02/2024 ("Entry Period"). Entries received outside of the Entry Period will not be accepted.

(13) To enter, you must, during the Entry Period:

(a) visit <https://sharkchampions.org.au/fantastical-sharks-and-rays/> and fully complete the online entry form; and

(b) upload a photo or scan of the entry ("Artwork") minimum file size of 3MB up to a maximum file size of 5MB. Either jpg, gif, jpeg, png, webp. No zip or compressed files. No animations. **IMPORTANT** You MUST keep the original artwork safe as it will be used in the exhibition should you win the competition.

(14) Sponsors must submit their name, email address, postcode, telephone number, name of the child and relationship to the child.

(15) If you are a teacher or program manager, you must obtain consent from the parent or guardian of the entrant prior to submitting the entry. The Organisers are not responsible for obtaining any such consents.

(16) Entrants will receive one entry into the competition by performing the activities listed in clause 13. Entrants may not enter the competition more than once.

(17) By entering, you agree that the Organisers may publish the entrant's first name, age, written work, and their Artwork at the Australian Museum, online and at any related events to be held by the Promoters.

(18) If you have opted in to be a Shark Champion, you'll be added to mailing list to receive updates from AMCS and HSI about sharks and other campaigns, you can easily opt out of receiving Shark Champions emails at any time by adjusting your preferences in the emails you receive.

## **Prizes**

(19) Ten first place winners and ten second place winners will be selected by a judging panel.

(20) The first place winners will have their artwork used as inspiration for an artwork created by one of ten professional artists. The ten winning artworks will be displayed alongside the professional artists' creations at a public exhibition at the Australian Museum.

First place winners will also have the opportunity to participate in a private behind the scenes tour of the Australian Museum in Sydney with a scientist from the Australian Marine Conservation Society. The Organisers will not be responsible for travel or any additional costs incurred for the tour.

First place winners and second place winners will receive a prize pack selected by the Organisers based on the winner's age and location. Prizes may include books, beach towels, t-shirts (or similar merchandise), and/or gift vouchers. No cash prizes will be offered.

(21) Prizes are not transferable and cannot be taken as cash.

## **Judging**

(22) This competition is a game of skill. Chance plays no part in determining the winners.

(23) All valid entries will be judged individually on their merits.

(24) The judging criteria for artworks include:

(a) Concept – how well the work relates to the fantastical sharks and rays theme;

(b) Quality of composition: How well the artistic elements work together to convey the theme;

(c) Creativity and originality of expression: How imaginatively the work conveys an idea or emotion, or incorporates a specific story.

(25) Entries will be judged by a panel of judges selected by the Organisers.

(26) A total of 100 finalists across all Categories will be selected by the panel of judges. Judging of finalists will take place, and finalists will be contacted via their Sponsor by email, by 22 March 2024.

(27) Judging of prize winners will take place between 1-22 March 2024.

(28) The Organisers may decline to accept any entry which, in its reasonable opinion, does not comply with these Terms and Conditions.

(29) The Organisers' decision in relation to any aspect of the competition is final and the Organisers will not enter into any correspondence regarding the result of the competition finalists, prizes and notification of winners.

(30) The first place winners will be contacted by 22 March via their Sponsor by phone or email using the contact details provided on the entry form. Prize winners will be published on the Organisers' websites and social media pages.

(31) Via their Sponsors, the first place winners must confirm their acceptance of participation in the exhibition and willingness to provide the original artwork, via phone or email within 7 days of their Sponsor being contacted. Plans will be made with the winners and their sponsors to attend the exclusive tour of the Museum (date to be arranged) and potentially meet the Artists. If the winner does not confirm their participation within the 7 days, the runner up will become the winner.

(32) If the Organisers are unable to contact a winner's Sponsor within 7 days, that winner will forfeit the prize.

(33) Prizes will be posted or emailed to the winner's Sponsor as appropriate within 14 days after the prize being claimed. Postage costs for the prizes will be covered by the Organisers.

(34) If any prize becomes unavailable for any reason, the Organisers may substitute a prize of equal or greater value.

### **Intellectual property**

(35) You confirm that, to the best of your knowledge, the entrant's entry is original and does not infringe the intellectual property rights of any third party. You agree that the Organisers have an unrestricted, irrevocable, transferable, right and licence to use and modify the entry by cropping or colour correcting the entry including for promotional purposes without the payment of any further fee or compensation. The Organisers will use reasonable efforts to attribute the entrant as author of the entry.

### **Withdrawal from competition**

(36) You may withdraw an entry you submitted from the competition at any time before notification of finalists and winners by notifying the Organisers on 07 3846 6777. If you withdraw an entry from the competition, the Organisers will remove that entry and will not use the entrant's details or entry for media or promotional purposes. If you withdraw an entry from the competition, that entry will no longer be eligible to win a prize.

## **Miscellaneous**

(37) The Organisers may, with the entrant's consent, use entries in any merchandise or educational materials (including for sale), advertisements or publicity carried out or produced by the Organisers without compensation to the entrant. Entrants still retain rights to use and publish their entry.

(38) Entries which, in the opinion of the Organisers, are incomplete, incorrect or incomprehensible, contain defamatory or offensive content or infringe intellectual property rights are not eligible to win and may be removed from the competition and the relevant entrant will be disqualified.

(39) The Organisers may, in their absolute discretion, disqualify an entry you have submitted if, in the opinion of the Organisers, you breach these Terms and Conditions, engage in dishonest or unethical conduct in relation to the competition, manipulate, tamper or interfere with the conduct of the competition, do not comply with the entry process, or conspire with others to gain an unfair advantage. The Organisers may audit you if they suspect you of having engaged in such breach or conduct.

(40) The Organisers may request information from you relevant to entry or participation in the competition, such as proof of residency or age, including birth certificates. The Organisers may, in their absolute discretion, transfer an entry you submitted to a different Category or disqualify an entry you submitted if you provide insufficient information, false information or fail to provide information.

(41) The Organisers are not responsible for any late, lost, misdirected, corrupt or damaged entries.

(42) The Organisers are not responsible for any delays, problems or technical malfunction of any telephone network or lines, computer systems, computer equipment or software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from entering this competition. If such problems arise, then the Organisers may modify, cancel, terminate or suspend the competition.

(43) To the extent permitted by law, the Organisers are not liable for any loss, damage or injury whatsoever (including, but not limited to, indirect or consequential loss) resulting from this competition, including in relation to damage to entries.

(44) If, for any reason, this competition is not capable of running as planned, including war, terrorism, state of emergency or disaster, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organisers which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this competition, the Organisers reserve the right in their sole discretion to cancel, terminate, modify or suspend the competition.

(45) The Organisers are not responsible for any errors or omissions in printing or advertising this competition.

(46) The Organisers are not responsible for any costs associated with entering the competition.

(47) You understand and agree that the Organisers will collect personal information from you when you enter the competition and use it for the purpose of running the competition (which may include disclosure to third parties for the purpose of processing and conducting the competition) and for promotional purposes surrounding the competition. Other than for the purposes of the competition, the Organisers will not share any personal information about the entrant with any other party without the consent of the parent or guardian. Personal information will be collected, used and disclosed as set out in the AMCS's Privacy Statement (located at <https://www.marineconservation.org.au/privacy/>).

(48) You warrant and agree that you have the authority, or have obtained the requisite authority as the case may be, to consent to the collection, use and disclosure of the relevant entrant's personal information by the Organisers as described above in item 47.