

GreasyBalds Art Prize 2022

Artist Agreement

Terms and Conditions

1. Entry Requirements

- a. The Entrant must be over 18 years to submit an entry.
- b. Employees of Grease Monkey, its agent/s, or any person associated with the competition and their immediate families are not eligible to enter.
- c. Late or incomplete entries will not be accepted.
- d. The Entrant may make as many submissions or entries as they like within the Competition Period.
- e. The Entrant has the power to grant the rights given under the Terms and Conditions of this Agreement.
- f. The Entrant warrants that the Artwork is their own original Artwork.
- g. The Entrant assumes all risks and hazards incidental to the creation of the Artwork.
- h. The Entrant agrees to be bound by the Terms and Conditions of this Artist Agreement.

2. Competition Period

- a. The Competition Period is between 11:00am Friday 9 September 2022 and 11:59pm Sunday 16 October 2022.

3. Entrant's Own Work

- a. The Entrant represents that they are the sole legal owner of all right, title and interest in the Artwork, including all related intellectual property interest such as trademarks and the sole and exclusive copyright in the Artwork, and has the full right and authority to enter into this Agreement and grant the rights granted in this Agreement.
- b. The Entrant warrants that their Artwork is not a replication of any Artwork they have previously produced, nor is it any Artwork produced by any other person that infringes on another person's copyright, moral rights, or legal ownership.
- c. The Entrant will indemnify, defend, and hold Grease Monkey harmless from any losses, claims, damages, awards, penalties or injuries incurred, including solicitors' fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of the Artwork.

4. Rights and Obligations

- a. The Entrant understands that nothing in this Agreement creates a right to have the Entrant's work chosen as a Winner of the GreasyBalds Arts Prize 2022 Competition.
- b. Nothing in this Agreement obligates Grease Monkey to pay the Entrant for their Artwork. The Entrant understands that they are volunteering their time and/or resources and that they will not be compensated for their Artwork.
- c. Nothing in this Agreement permits Grease Monkey to reproduce to re-sell or otherwise profit from the Artwork.
- d. This Agreement does not create an employment relationship between the Entrant and Grease Monkey.
- e. The Entrant will be solely responsible for the creation of the Artwork, including all materials, transportation, and equipment.

5. Non-compliance

- a. The consequences of a breach of the Terms and Conditions of this Agreement may include being disqualified from the competition. The Entrant may be required to cover all costs associated to any loss the Entrant's breach of contract may cause to anyone, including Grease Monkey, if Grease Monkey and/or its agent/s are sued by someone else because of a breach by the Entrant.

6. Copyright

- a. Under the *Copyright Act 1968* (Cth) the Entrant retains the Copyright of their work. Grease Monkey does not make any claim to the ownership rights of the Artwork submitted by the Entrant.
- b. The Entrant is entitled to reproduce and exploit any underlying rights in the Artwork without restriction by Grease Monkey.

7. Non-Exclusive Royalty-free Licence

- a. The Entrant warrants that Grease Monkey will retain a Non-Exclusive Royalty-free Licence to their Artwork for a period between 9 September 2022 and 31 December 2023.
- b. The Entrant permits Grease Monkey to reproduce the Entrant's Artwork on channels including, but not limited to, media releases; website; advertising; promotional material; and social media, for the Non-Exclusive Royalty-free Licence Period. Any social media posts released during this time period may not be removed by Grease Monkey after 31 December 2023 unless by special request from the Entrant.
- c. The Entrant gives their consent to Grease Monkey to use their name, biographical details and likeness in connection with the competition and/or in the reproduction of their Artwork as part of this Clause.

8. Moral Rights

- a. The Entrant retains their moral rights to the submitted Artwork.
- b. Where the Entrant's Artwork is produced under the Licence Agreement as part of the Terms and Conditions of this Agreement, the Entrant will retain the right to be attributed for their Artwork, and neither the Entrant nor the Artwork will be treated in a manner that is derogatory or harmful to the Entrant's honour or reputation.

9. Awards Event

- a. The Entrant understands that nothing in this Agreement creates a right to be invited to the Awards Event.
- b. Grease Monkey warrants that if an Entrant who is deemed a Winner of the GreasyBalds Art Prize 2022 does not attend the Awards Event, that the Entrant is still entitled to their prize, dependent on
- c. If the Entrant is a Winner of the GreasyBalds Art Prize 2022 and does not attend the Awards Event, the Entrant must collect the Prize from Grease Monkey prior to 31 December 2022. If the Entrant does not make arrangements to collect their Prize from Grease Monkey by this date, they forfeit their Prize. There will be no alternate Winner for a forfeited Prize.