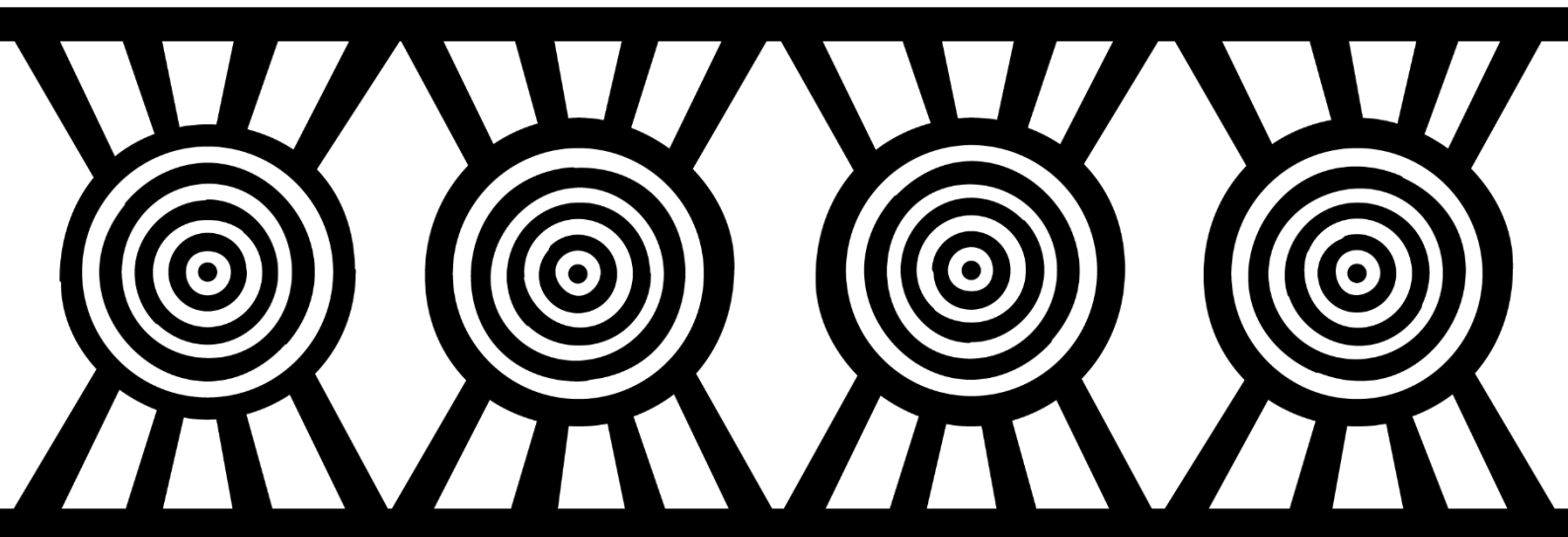




**INDIGENOUS
ALL STARS**

**2022 INDIGENOUS
ALL-STARS
PAINTING ARTIST BRIEF**



Design the 2022 Indigenous All-Stars Team Artwork

The NRL Harvey Norman All-Stars event is a celebration of First Nations excellence on and off the field.

All-Stars is a week-long celebration of Rugby League's commitment to Indigenous Australia and this is **YOUR** opportunity to get involved.

The Australian Rugby League Indigenous Council (**ARLIC**) is currently inviting artists from within the Aboriginal and Torres Strait Islander community to become a key part of the 2022 Indigenous All-Stars celebration by submitting a painting design for consideration to be incorporated within the 2022 Indigenous All-Stars merchandise ranges, including the admired Men's and Women's Indigenous All-Stars players jerseys!

DESIGN BRIEF:

- Submissions are to tell the story of the NRL Harvey Norman All-Stars event, the teams participating and most importantly recognise and celebrate Aboriginal and Torres Strait Islander culture within the Rugby League community
- It is essential that designs submitted represent all players of both the Men's & Women's Indigenous All-Stars teams
- Design must capture the spirit and passion of the Indigenous All-Stars teams
- 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 the Australian Rugby League Commission (**ARLC**) 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, the ARLIC 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 design submission

TERMS and CONDITIONS OF SUBMISSION:

- 1 By entering the artwork, you agree to be bound by the Terms and Conditions of Submission.
- 2 The Terms governing the Submission include the General Terms, the Design Brief, Design Considerations and 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. The ARLIC is not responsible for any entry that is not received by the ARLIC 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 entrants under the age of 18 are eligible to enter this Submission, they must have the 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 the ARLIC) during the Submission Period.
- 9 **Maximum Number of Entries.** Artists can submit any number of artworks for consideration by the 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. the ARLIC (and associated entities with the ARLC and NRL) may use their name and contact details for the purpose of conducting the Submission, including complying with its relevant regulatory obligations;
 - ii. the ARLIC and NRL may publish the successful artist's name in compliance with its obligations in conducting this Submission;
 - iii. at the ARLIC and NRL's request, the winning artist will take part in the All-Stars promotional activities which may include their name and image published in the ARLIC and NRL's promotional materials (such as the NRL's website, marketing materials, advertising, printed materials and social media channels) and for ongoing promotional activities; and
 - iv. the ARLIC and NRL may use their personal information for the additional purposes identified in Use of Personal Information (item 9 of the Schedule).

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. The ARLIC and NRL are committed to protecting personal information provided by you in accordance with Privacy Laws. The ARLIC and NRL has a comprehensive privacy policy addressing issues relating to the use, collection, security and access to personal information available at <https://www.nrl.com/privacy-policy>. All information collected by the ARLIC and NRL is governed by the Privacy Policy. For further information about how the ARLIC and NRL deals with personal information, please refer to the Privacy Policy or contact the NRL's Privacy Officer at [enter Privacy Officer email address].

12 Privacy Contact Details.

- a. You may access any personal information you have provided by contacting the NRL Privacy Officer.

13 Design.

- a. Artists agree that they are fully responsible for all aspects of the Design which is submitted. The ARLIC and/or NRL is not liable in any way for such Design to the full extent permitted by law.
- b. Artists warrant and agree that:

- i. they will not submit any Design that is unlawful or fraudulent, or that they 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;
 - ii. their Design shall not cause injury or harm to any person or entity;
 - iii. they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their Design;
 - iv. the Design is the original work of the entrant 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;
 - v. they consent to any use of the Design which may otherwise infringe the Designer's moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
 - vi. 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 ARLC and/or NRL for any breach of the above terms.

14 Use of Design Submission.

- a. As a condition of entering the Design, the successful artist licenses and grants the ARLC and/or NRL and its affiliates an exclusive, royalty-free, perpetual, world-wide, irrevocable and sub-licensable right to use their Design for a fixed fee of three-thousand dollars (\$3,000) for :
 - i. the purposes of creating a male and female All-Stars jersey incorporating the Design; and
 - ii. creating additional merchandise for All-Stars 2022 featuring the Design in some way; and
 - iii. any other use of the Design for either commercial or non-commercial purposes;

by ARLC and/or NRL.

15 Exclusive Contractual Relationship.

- a. The artist acknowledges and agrees that they will be required to enter into an exclusive contractual arrangement with the ARLC 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 effect that arrangement.

16 Fee

- a. The successful artist will receive a fee of three-thousand dollars (\$3,000) in consideration for the exclusive licence granted to ARLC for use on the 2022 Indigenous All-Stars Men's and Women's jersey and for use across selected products within the 2022 Indigenous All-Stars Merchandise program.

- b. 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 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 Men's and Women's 2022 Indigenous All-Stars ranges.

Schedule to the Terms

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| 1 Submission | 2022 Indigenous All-Stars Team Artwork |
| 2 ARLIC | The Australian Rugby League Indigenous Council |
| 3 ARLC | The Australian Rugby League Commission [ABN 94 003 107 293] Rugby League Central, Driver Avenue, Moore Park, NSW, 2021 |
| 4 NRL | National Rugby League |
| 5 Time Zone | Sydney, Australia |
| 6 Submission Period | Submission Period commences: 9.00am on 10 May 2021 Competition Period ends 5.00pm on 31 May 2021 and submissions will not be accepted after this time. |
| 7 Entry Restrictions (clause 7) | Eligibility: This design submission is open to Aboriginal and Torres Strait Islander people who are established and emerging artists. No professional qualification is required for entry. Submissions can be made as individuals only. Ineligibility: Submissions from artists who are non-Aboriginal or non-Torres Strait Islander will not be considered. Judging panel members, and their spouses/partners/family members, are not eligible to submit a design. |
| 8 Design Brief and Considerations | <ul style="list-style-type: none"> • Submissions are to tell the story of the NRL Harvey Norman All-Stars event, the teams participating and most importantly recognise and celebrate Aboriginal and Torres Strait Islander culture within the Rugby League community • Designs submitted must represent all players of both the Men's & Women's Indigenous All-Stars team • Design must capture the spirit and passion of the Indigenous All-Stars teams • All designs must be authentic and original work of the artist submitting the design. • Artist to provide relevant sketches, research and brief background on design inspiration and story at the time of design submission |

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| | <ul style="list-style-type: none"> • Design base colour for the painting must be able to be applied to either a light or a dark jersey base. • Consideration is to be given to the Indigenous All-Stars logo placement in addition to team sponsors which are required to be applied to the jerseys. • Ideally the Indigenous All-Stars logo and submitted design should complement each other • The Artist may be required for press and media commitments in association with 2022 Indigenous All-Stars and agrees to attend media and public relations events where required. Where the artist is required to attend an event NRL will provide transport and accommodation and reimburse the artist for reasonable expenses relating to attending such event at the request of ARLC and/or NRL. |
| <p>9 Entry Method (clause 8)</p> | <p>To enter, artists must submit the following elements:</p> <ul style="list-style-type: none"> • Design for Australian Rugby League Indigenous Council consideration • Relevant sketches, research and background on design inspiration and story • Design as an all-over print landscape design • Examples of the design applied onto a jersey • Artist full name, Business trading name (if applicable), email and mobile number. • Design base colour for the painting must be able to be applied to either a light or a dark jersey base. • Consideration is to be given to the Indigenous All-Stars logo placement in addition to team sponsors which are required to be applied to the jerseys. • Ideally the Indigenous All-Stars logo and submitted design should complement each other <p>All submissions are to be submitted to icouncil@nrl.com.au</p> |
| <p>10 Maximum Number of Entries (clause 7)</p> | <p>Multiple entries can be submitted.</p> |
| <p>11 Use of Personal Information (clause 9(d))</p> | <p>In addition to clause 9, each entrant agrees that the NRL may:</p> <p>(a) use their name and contact details for each entrant 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 only for the purpose of conducting the Competition and/or distributing the Prize (name third party(s) and include link to the third party's privacy statement).</p> |
| <p>12 Privacy Laws (clause 11)</p> | <p><i>The Privacy Act 1988(Cth) and Australian Privacy Principles</i></p> |
| <p>13 Privacy Policy (clause 12)</p> | <p>https://www.nrl.com/privacy-policy</p> |

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| <p>14 Privacy Contact Details (clause 12)</p> | <p>NRL Privacy Officer [email address]</p> |
| <p>15 Design (clause 13)</p> | <p>Any materials submitted by an artist via the Submission.</p> |
| <p>16 Use of Competition Entry (clause 11(b))</p> | <p>In addition to clause 13, each artist licenses and grants the ARLC and/or NRL 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:</p> <ol style="list-style-type: none"> 1 creating a male and female 2022 All-Stars jersey incorporating the Design; and 2 creating additional merchandise for All-Stars 2022 featuring the Design in some way; and 3 any other use of the Design for either commercial or non-commercial purposes related to 2022 All-Stars match or other activities. |
| <p>4 Judging Details (clause 14)</p> | <p>The short-listing process will occur in June, with the final judging process concluded in June.</p> <p>The ARLIC Chair shall curate meetings and, in the event that the jury cannot make a decision by consensus, the chair shall hold the casting vote.</p> <p>Submissions will be evaluated and shortlisted against the following evaluation criteria:</p> <ul style="list-style-type: none"> • Relevance to the Design Brief and Considerations • Suitability of the Design for use on a male and female 2022 All-Stars jersey • Suitability of the Design in representing the Design Brief and imagination and originality • Graphic quality in communicating the idea <p>ARLIC decision will be final regarding the winning submission and in any event will not be justiciable or capable of review.</p> <p>ARLIC reserves the right to commission an independent artist of their choice in the event the designs submitted are not appropriate for application to the 2022 Indigenous All-Stars range.</p> <p>Subject to the above conditions, the successful artist will be confirmed no later than <u>5pm Friday 25th June 2021</u> and will be notified by phone.</p> |