

BANDANA COMPETITION 2016



FULL TERMS AND CONDITIONS OF ENTRY

It is important you understand the Terms and Conditions of entry before submitting your bandana design. You must ensure your bandana meets ALL of the criteria set out in the Terms and Conditions. The winner will need to sign a release form to allow us to use the design.

Entry

To enter your design into the BANDANA competition which is run by The Duke of Edinburgh's International Award- Australia (ABN 70 114 267 195) you (the Designer) must:

Be an Australian resident.

*If you are under the age of 18 and the winner the talent release form must be signed by a Parent/Guardian.

<http://www.dukeofed.com.au/resource/talent-release-form/>

Judging of the designs

Judging will be undertaken by a panel of Duke of Edinburgh Award employees in September 2016.

Bandana Designers Representations and Warranties

The bandana designer has the sole and full authority to accept the Terms and Conditions and enter into this Agreement and grant the rights granted in the Agreement;

- The bandana design was made by the designer solely and specifically for the Duke of Ed competition;
- The bandana design complies with the Terms and Conditions;
- The bandana design has not been, and will not be, available to be viewed by the public by any means, including by way of the internet unless written agreement is given by The Duke of Edinburgh's International Award - Australia
- The rights (including the intellectual property rights) in the bandana design have not been, and will not be, assigned, licensed or otherwise granted, in whole or in part, to any person other than The Duke of Edinburgh's International Award – Australia unless agreed to by The Duke of Edinburgh's International Award - Australia
- All details submitted in the Talent Release Form by the designer are true and correct, and the Designer indemnifies The Duke of Edinburgh's International Award - Australia from and against any and all claims and demands made against The Duke of Edinburgh's International Award - Australia, its assignees or licensees, in relation to the guarantees provided by the Designer
- No part of the bandana design is, or will be, actionable for defamation or violate any right of privacy or publicity of any person, and the full use of the rights in the bandana design will not violate any rights, including copyright or moral rights, of any person, firm, or corporation
- The bandana design is not the subject of any litigation nor is it threatened by any claim or litigation.

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General License

In these Terms and Conditions:

“Exclusive License” means the Designer grants to The Duke of Edinburgh’s International Award- Australia an exclusive license throughout the universe, in perpetuity, to distribute, license and otherwise exploit the Bandana design, or any part of the design, in any and all media, whether now known or hereafter devised, including all merchandise, advertising, publicity and promotions.

“Non-Exclusive License” means the Designer grants to The Duke of Edinburgh’s International Award- Australia a non-exclusive license throughout the universe, in perpetuity, to distribute, license and otherwise exploit the Design, or any part of the Design in any and all media, whether now known or hereafter devised, including, without limitation, including all merchandise, advertising, publicity and promotions

Winning Design

If the bandana is selected as the winner , the Exclusive and Non Exclusive License granted by the Designer to The Duke of Edinburgh’s International Award - Australia will continue in perpetuity.

Name and Likeness

The Designer authorises The Duke of Edinburgh’s International Award - Australia to use the Designer’s name, likeness and biography in connection with any publicity for the bandana and related competitions and activities.

Moral Rights

The Designer:

acknowledges that The Duke of Edinburgh’s International Award - Australia, its assignees and licensees, may do or omit to do anything which may infringe any and all moral rights granted to the Contributors or the Designer including to edit, alter and/or reproduce the work of the Contributors, the Designer and the bandana and the Designer consents to these actions by The Duke of Edinburgh’s International Award - Australia, and its assignees and licensees, in any manner or context, in perpetuity throughout the world, and such consent is given to the full extent permitted under the Copyright Act 1968 (Cth); and authorises The Duke of Edinburgh’s International Award - Australia and its assignees and licensees to do any and all acts comprised in the Copyright Act 1968 (Cth).

Disqualification

The Duke of Edinburgh’s International Award - Australia may, in its sole discretion, disqualify a bandana from the competition if it has reason to believe that a bandana does not, for any reason, comply with the Terms and Conditions and/or entry criteria.

Indemnification

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The Designer agrees to indemnify The Duke of Edinburgh's International Award – Australia and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims (including, without limitation, reasonable outside attorneys' fees and costs) arising out of the breach of Designer's agreements, obligations, representations and warranties under this Agreement, including, without limitation, those representations and warranties made.

General

The agreement created by the Terms and Conditions is made in New South Wales and is governed by the non-exclusive jurisdiction of the courts of New South Wales. The Designer will do such acts and sign, or cause to be signed, such instruments as The Duke of Edinburgh's International Award - Australia may reasonably request for the purposes of this agreement. The Duke of Edinburgh's International Award - Australia may assign or license its interest under this agreement.

If your bandana is a winning bandana you will be required to, but not limited to, supply the following:

Signed Release Forms

The winner will be required to sign a Talent Release Form from our website at <http://www.dukeofed.com.au/resource/talent-release-form/> and have it signed by their parents or guardian if under 18 years of age.

For more information regarding the Duke of Ed Bandana Competition including the terms and conditions please contact comms1@dukeofed.com.au or phone 02 8241 1500 (prompt 3)