



Department of
Local Government, Sport
and Cultural Industries



Fever Fan Clash Design Dress Competition 2021 Terms and Conditions – Game of Skill

1. Information on how to enter this competition forms part of the Terms and Conditions of entry. Entry into this competition is deemed to be an acceptance of these Terms and Conditions. The Promoter is West Coast Fever, ABN 14 617 497 702 of 200 Selby St, Jolimont WA 6014. Phone: (+61) 8 9380 3700 (Promoter).
2. To be eligible to enter the competition during the Promotion Period, participants (either acting as an individual or part of a group), must send a photo, or scanned copy of their West Coast Fever Fan Clash dress design to membership@westcoastfever.com.au
3. The winning design will be incorporated into the 2021 West Coast Fever Fan Clash Design dress to be worn by West Coast Fever players at one game played as part of the regular Suncorp Super Netball season in 2021.
4. Entry is open to all West Coast Fever fans and members, that reside in Western Australia.
5. Entry excludes any individual or group directly connected to West Coast Fever, including members of the board, officers, management, employees and other staff (including, without limitation, prize suppliers).
6. Entrants are responsible for the accuracy of the information provided and are aware that they may forfeit their right to claim the prize if they are the winner and if the Promoter cannot reasonably contact them because the entrant's details are inaccurate.
7. The Fever Fan Clash Design Playing Dress Competition begins on 16/12/2020 and ends on 12/01/2021 at 9:00am AWST (Promotion Period).
8. The Promoter reserves the right to extend the competition period, in which case the Terms and Conditions will be updated to reflect an extended period.
9. The prize includes West Coast Fever producing the winning design and a replica version of the dress presented to the winner, along with four (4) Middle Tier tickets for one (1) regular season home game at RAC Arena.
10. The winning design will be scanned and electronically incorporated into the playing dress according to Suncorp Super Netball guidelines. While all attempts will be made to replicate the artwork as close to original as possible, some changes in colour and pattern may apply. The design needs to ensure that any logos are prominent. Some alteration of artwork may be required to ensure the winning design can be incorporated into the dress.
11. The prize is valued at \$1000 Inc GST.

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PO Box 930 SUBIACO 6904
Tel: 1300 540 233 Email: info@westcoastfever.com.au
www.westcoastfever.com.au

12. The prize is not transferable and must not be sold or used for any commercial purposes, without the prior written approval of the Promoter, which may be withheld in its sole and absolute discretion.
13. Entrants under 18 years old must have their parent's/guardian's permission to enter and accept the prize.
14. Entrants must be WA residents to enter and accept the prize.
15. In the event of an unclaimed prize after 2 working days since the notification to the prize Winner by phone or email, a redraw will occur whereby a new prize winner will be selected and notified by phone or email. The new prize winner will have 2 working days from notification to claim the prize, this process will continue until the prize has been claimed.
16. Prize Availability: In the event that the prize is unavailable to be delivered between the nominated dates for any reason, at any time, the Promoter reserves the right to substitute the prize with another prize of equal value and the prize winner will be notified accordingly.
17. Cancellation: In the event that the game day on which the Fan Clash Design Dress is scheduled to be worn is cancelled, the promoter reserves the right to not reschedule the dress to be worn by players during another match, the winner will be notified accordingly.
18. The Promoter accepts no tax liability incurred as a result of any participation in the competition. The Promoter's decision is final and no correspondence will be entered into other than with the winner.
19. A panel of voluntary judges will be appointed to select three (3) finalist entries, based on the designs submitted. The winner will be judged to be the most creative and brand aligned design. The judging panel will include:
 - Two (2) x representatives of West Coast Fever
 - Two (2) x representatives of Netball WA
19. The three (3) selected finalists will then be put to the public for voting via the West Coast Fever social media pages. The voting will commence from 15/01/2021 – 18/01/2021 inclusive.
20. The winner will be the design who receives the most votes out of the three (3) finalists.
21. The winner will be notified by phone or email on the 19/01/2021.
22. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. No substitution or transfer of a prize is permitted, except by the Promoter. One (1) entry is permitted per individual.

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23. Licence

- a. By submitting an entry, you agree that you are the original creator of the artwork submitted (Artwork), individually or collectively.
- b. You agree to grant West Coast Fever a non-exclusive licence to use the Artwork without a fee for the following purposes (Licence):
 1. Production and distribution of the Fever Fan Clash Design Dress;
 2. Production of collateral relating to the Fever Fan Clash Design Dress. This includes,

but is not limited to merchandise, flyers, posters, event programs, signage, website and social media graphics;
 3. Other purposes subject to your prior approval which will not be unreasonably withheld.
- c. You agree that you will not licence the Artwork to another party or allow another party to use the Artwork.
- d. The Promoter will acknowledge the entrant as the Artist in each instance where the Artwork is presented in its whole. The acknowledgement will refer to the individual or group, depending on the type of the entry.

24. Moral rights

If moral rights subsist in the Artwork, you consent to the Promoter:

- a. Performing, exhibiting, reproducing, adapting and communicating any part of the Artwork in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to the Artwork;
- b. Adapting or changing the Artwork in any way, including by addition or subtraction from the Artwork; and
- c. Combining or juxtaposing (i.e comparing or placing alongside) the Artwork with anything else, whether those actions or events occur before or after the date this consent is given.

25. Your Acknowledgements

By entering the competition, you acknowledge and agree that:

- a. You have the right to licence the Artwork to the Promoter;
- b. To the best of your knowledge and belief, no person's consent is required in respect of licence of the Artwork to the Promoter;

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- c. The use by the Promoter of the Artwork will not infringe any intellectual property rights of any person, nor give rise to payment by the Promoter of any royalty to any third party or to any liability to pay compensation; and
- d. You had the opportunity to obtain independent advice before submitting your Artwork to the Promoter.

26. Your personal information provided will only be used by the Promoter for the purposes of conducting this Competition.

27. Participants are subject to the Netball Australia Privacy Statement and Privacy Policy, which can be found at <http://netball.com.au/privacy>

28. Eligible Entrants, in the event they are a prize winner, consent to the Promoter using their name, likeness, image or voice (including photographs, film and recording of the same) in any media for an unlimited period without remuneration and without notice for the purpose of promoting this Promotion.

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