



## **TERMS AND CONDITIONS**

By submitting artwork in the 'QT Canberra Your Art our Halls' ("Initiative") you are agreeing to the following terms and conditions. This Initiative is offered by QT Hotels and Resorts Pty Ltd trading as QT Canberra ("Hotel").

### **1. STANDARD TERMS**

1.1. Instructions on how to submit, and other information contained within the promotional website and other media materials form part of these terms and conditions. By participating in this Initiative Entrants agree to be bound by these terms and conditions.

### **2. WHO CAN SUBMIT?**

2.1. Entry into the Initiative is open to all residents of Australia aged 18 years and over ("Entrants").

### **3. TIMELINE**

3.1. The Initiative runs from 31 August 2018 until 30 June 2019. Entrants are able to submit their artwork proposal ("Artwork Proposal") via the webpage for the Initiative on the Hotel's website during this period.

3.2. The Hotel's judging panel will review all Artwork Proposals received 15 days before the close of each business Quarter (15 Sept 18, 15 Dec 18, 15 Mar 19) during the live Initiative phase.

3.3. The Artwork Proposals of three (3) Entrants will be selected per quarter and contacted directly by Hotel management ("Successful Entrants"). The Hotel's judging panel will decide who the Successful Entrants are each quarter in its sole discretion.

3.4. The Successful Entrants must ensure that the final physical artworks ("Artworks") based on their Artwork Proposals must be completed and delivered to the Hotel premises by the deadline specified by the Hotel. A breach of this clause will allow the Hotel to choose another artist or art work.

3.5 Successful Entrants will not receive any payment or fee from the Hotel for having their Artwork displayed at the Hotel's premises (the lobby of the QT Canberra hotel, located at 1 London Circuit, Canberra, ACT).

### **4. HOW TO SUBMIT**

4.1. To submit you must: upload via the online entry portal, an image of the artwork you are submitting ("Artwork Proposal").

4.2. You **MUST** own the copyright in any Artwork Proposal you upload (or otherwise be entitled to use the Artwork Proposal in this way) as part of the Initiative.

4.3. You **MUST** have the permission of any individual depicted in the Artwork Proposal (and be their parent/guardian in the case of any child).

4.4. Entrants are free to submit as many Artwork Proposal submissions as they wish.

### **5. LICENCE**

5.1 Each Entrant grants the Hotel a non-exclusive, royalty free, non-revocable licence to copy, reproduce, display and exhibit their Artwork Proposal on the Hotel's website and online platforms for the term of the Initiative.

5.2 Each successful Entrant grants the Hotel a non-exclusive, royalty free, non-revocable licence to exhibit and display their Artwork at the Hotel's premises for a period of 1 month (or such longer period as may be mutually agreed by the parties) during the term of the Initiative.



5.3 Each Successful Entrant grants the Hotel a non-exclusive, royalty free, non-revocable licence to exhibit and display images and photographs of the Artwork on the Hotel's website and online platforms for the term of the Initiative.

## **WARRANTIES**

6.1 Entrants agree that they are fully responsible for all Artwork Proposals they submit via the Initiative. The Hotel shall not be liable in any way for such Artwork Proposals to the full extent permitted by law. Entrants warrant and agree that:

- a) they will not submit any Artwork Proposal that is unlawful or fraudulent, or 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 aged under 15, or otherwise unsuitable for publication;
- b) their Artwork Proposal shall not contain viruses or cause injury or harm to any person or entity;
- c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Artwork Proposal or Artwork;
- d) they are the parent or legal guardian of any child and/or children appearing in any Artwork Proposal or Artwork and give consent to the use of the Artwork Proposal and Artwork for the purposes described in these terms and conditions;
- e) they are the owner of copyright in the Artwork Proposal and Artwork, or they have obtained full prior consent from any person who has jointly created or has any rights in the Artwork Proposal and Artwork, and the Artwork Proposal and Artwork does not infringe the rights of any third party;
- f) 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.

6.2 The Artwork Proposal can be an existing artwork; or conceptualised for the purpose of this Initiative and original in its origin. If the Artwork Proposal is an existing work, the Entrant must advise the Hotel if this artwork has been exhibited before, or is currently on display in a public space (in the description of the Artwork Proposal on the entry portal).

6.3 Entrants acknowledge that the public will have the capacity to comment on the Artwork Proposal and the Artwork, and all Entrants will not hold the Hotel liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted or made by any member of the public in relation to the Artwork Proposal and/or the Artwork.

## **7. NO LIABILITY**

7.1. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Hotel's ability to proceed with the Initiative on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Hotel may in its absolute discretion cancel the Initiative and recommence under the same or new conditions.

7.2. The Hotel will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential or indirect loss) or claim that may occur:

- a) during the judging of any Artwork Proposals;



b) in the acceptance, participation, exhibition or display of any Artwork Proposal or Artwork on the Hotel's website or at the Hotel's premises;

c) due to the broadcast of any program relating to the Initiative or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person.

7.3. The Hotel assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.

7.4. If for any reason the Initiative is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Hotel which corrupt or affect the administration security, fairness, integrity or proper conduct of the Initiative, the Hotel reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Initiative.

7.5. The Hotel reserves the right to disqualify any Entrant who the Hotel believes has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct. The Hotel has legal rights to recover damages or other compensation from such an offender.

7.6. The Hotel may terminate this Initiative at any time at its absolute discretion without liability to any Entrant or other person.

7.7 Each Successful Entrant acknowledges and agrees that the Hotel (and its employees, agents and related bodies corporate) will not be responsible or liable for any damage, harm or destruction of their Artwork while displayed or exhibited at the Hotel's premises, and each Successful Entrant hereby releases and discharges the Hotel (and its employees, agents and related bodies corporate) from any claims or allegations relating to or arising from any such damage, harm or destruction of their Artwork.

7.8 Each Successful Entrant is responsible for organising at their own cost (a) delivery of their Artwork to the Hotel's premises by the date required by the Hotel and (b) insurance in respect of their Artwork while it is displayed at the Hotel's premises.

## **7. GENERAL**

8.1. The Hotel reserves the right to conduct background checks on any Entrant prior to making a decision on the Successful Entrants.

8.2. By submitting your Artwork Proposal you agree to the Hotel using this Artwork Proposal for promotional purposes throughout the term of the Initiative.

8.3. Winning submissions will be promoted for PR purposes (this may require video/photography content of the art work during the state of production).

8.4. The Hotel will not be responsible for:

(a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;

(b) Failure of any entry to be received by the Hotel as a result of those matters; nor

(c) Any injury or damage to entrants or any other person related to or resulting from participation in the Initiative or downloading any materials relating to the Initiative.



8.5. The Hotel accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

8.6. The Hotel is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Initiative, or for any technical error, or any combination thereof that may occur in the course of the administration of this Initiative including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.

8.7. The Hotel reserves the right in their sole discretion to disqualify any individual who the Hotel has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Initiative. The Hotel's legal rights to recover damages or other compensation from such an offender are reserved.

8.8. The Hotel assumes no responsibility for:

- I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Hotel or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
- II. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
- III. any theft, destruction or unauthorized access to, or alteration of such communications; or
- IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Initiative; or
- V. any incorrect or incomplete information which may be communicated in the course of the administering this Initiative.

#### **PERSONAL INFORMATION**

9.1 The Hotel collects personal information about Entrants to include in the promotion of the Initiative and where required to communicate with the Successful Entrants. If the personal information requested is not provided, the Entrant may not participate in the Initiative.