

QUANTUM ART COMPETITION TERMS AND CONDITIONS

The **University of Queensland (UQ)** of St Lucia, Brisbane, Australia (through the ARC Centre of Excellence for Engineered Quantum Systems (**Centre**)) is conducting a prize competition for quantum-themed art (**Competition**). The terms and conditions for the Competition are set out below.

1. DICTIONARY: See the “Definitions and Interpretation” clause of these conditions for definitions of expressions that are used in these conditions and are not defined elsewhere in them and, also, for some general interpretation provisions.

2. ENTRY PERIOD: The initial entry period (**Initial Entry Period**) for entry into the Competition commences at 12:00 pm AEST 9 November 2023 and closes at 12:00 pm AEST 29 February 2024. **Clause 4 below** deals with the material to be submitted within this period.

3. ELIGIBILITY:

3.1 (Eligibility) The Competition is open to the public subject to the following limitations:

(a) Entrants must be: (i) natural persons (and not, for example, corporations); (ii) residents of Australia; and (iii) aged 18 years or older, or have the consent of a parent or guardian (parent or guardian consent and valid contact for the parent or guardian must be provided in the entry form).

(d) Members of the judging panel for the Competition are not eligible entrants.

(e) The following are not eligible entrants: (i) UQ employees working within the Centre; (ii) independent contractors, researchers, partner investigators, associate investigators and/or professional staff working within or with the Centre; and (iii) students supported (financially or otherwise) by the Centre.

3.2 (Warranty) Entrants, in entering the Competition, warrant (and do so both individually and collectively in the case of a group entrant) that they are an eligible entrant.

3.3 (Right to exclude) UQ will have the right to exclude from the Competition any entries which do not meet the eligibility requirements.

4. ENTRY:

4.1 (Individual and group entrants) Entrants may be individuals or a group of individuals provided that each entrant (including any member of a group entrant) is an eligible entrant (see **3 above**).

4.2 (Timeframe for entry) Entries, to be eligible entries, must be lodged and received by the Centre within the Entry Period (see **clause 2 above** for the entry period).

4.3 (Method of entry):

(a) Entrants must submit their entry form and piece of art to the Centre by the close of the Entry Period.

(b) Entrants must comply with any requirements for Entry Materials (including entry forms, art pieces) set out on the Competition Website. Such requirements may include details regarding file formats, file size, programs required to open files, which must or must not be used.

(c) The Centre may from time to time at its sole discretion vary (including add to, remove or modify) those requirements.

(d) Irrespective of whether entrants have submitted Entry Materials in accordance with the requirements, the Centre may at any time request entrants deliver to the Centre, or assist the Centre to obtain, copies of Entry Materials. The Centre may exclude entries if entrants do not comply with any such request within the time UQ requires or if any Entry Materials are or become defective (including corrupted).

4.4 (Entry form) An entry, to be an eligible entry, must be accompanied by a completed entry form.

4.5 (Content and other requirements for Entry Materials) This section sets out requirements and other terms related to the content of an entrant's art.

(a) Entrants must be natural persons (and not, for example, corporations)

(b) A piece of art must not contain any content that the Centre, in its discretion, considers:

(i) is unsuitable, inappropriate or offensive in any way; or

- (ii) would or may contravene any applicable law or, if used (including viewed), would or may contravene any applicable law.
- (c) If the Competition Website sets out additional requirements with respect to art or entries, then those requirements must be complied with. The rights provided the Centre in this paragraph are subject to any applicable time limit in **clause 4.3(c) above**.
- (d) The Centre may exclude from the Competition any entry that the Centre, in its discretion, determines does not satisfy or comply with any of the preceding paragraphs of this clause.

4.6 (Non-confirming entries) The Centre is under no obligation to exclude entries and may, in its discretion, exclude or accept (and judge and award a prize to) any entry that does not comply with any one or more of these terms and conditions.

5. LIMIT ON ENTRIES: No more than 1 entry per eligible entrant (whether entering alone or as part of a group entry) is permitted.

6. LOST OR LATE ENTRIES AND DEFECTS: To the extent permitted by law, the Centre assumes no responsibility for lost or late entries. Entrants are responsible for ensuring the Centre receives entries and other relevant Entry Materials within the timeframes specified in these conditions, and that they are intact and comply with these terms and conditions (including any requirements for Entry Materials set out on the Competition Website). The Centre has no responsibility for ensuring entries are received or that they are intact or can be accessed by judges and the Centre is under no obligation to notify entrants regarding late entries, non-receipt of entries or defective entries (including because files are corrupted or otherwise inaccessible, or because the art or Entry Materials contain defects or do not comply with these terms).

7. PRIZE:

7.1 (Main prize) The prize for first place will be a cash prize of AU\$8,000. The prize for second place will be a cash prize of AU\$4,000. The people's choice award will be a cash prize of AU\$500.

7.2 (Under-18 prize) The prize for first under-18 place will be a cash prize of AU\$1,000. The prize for second under-18 place will be cash prize of AU\$500. The people's choice under-18 award will be a cash prize of AU\$100.

8. DETERMINING WINNER:

8.1 (Judges) A panel of judges will be chosen by the Centre to select the first and second place main and under-18 entries.

8.2 (Two-stage process) Judging will take place through the following two-stage process:

(a) Up to 10 main and 10 under-18 entrants will initially be chosen from which the winners will later be chosen. That shortlisting process will take place on or before 15 March 2024 and the shortlisted entrants will be notified of their shortlisting by 15 March 2024.

(b) The judges will subsequently choose the winners from the shortlisted entrants. That will occur on or before 12 April 2024.

8.3 (Selection criteria) The entries submitted to our competition will be judged on the basis of the following elements: interpretation of the competition theme, level of creativity and originality, and the quality of the artwork and artistic skill demonstrated. The judges' decision is final. By entering, Entrants acknowledge that the judgement of art quality or creativity is subjective, and that the judges' decision is not subject to any subsequent appeal or debate.

8.4 (People's choice) Voting for the main and under-18 people's choice award will occur online via the Competition Website. The public voting period will last at least one week, and will at least partially overlap with the exhibition. First and second main place winners and first and second under-18 place winners are ineligible for the people's choice awards.

9. NOTIFICATION OF SHORTLISTED ENTRANTS: The shortlisted main and under-18 entrants will be notified of their shortlisting via the contact details provided by them in their completed entry form or in such other manner as may be determined by the Centre at its discretion (which may include publication on the Competition Website).

10. NOTIFICATION OF WINNERS: The main and under-18 winners will be notified of their success via the contact details provided by them in their completed entry form or in such other manner as the Centre determines in its discretion (for example, by publication on the Competition Website).

11. PUBLICATION OF SHORTLISTED ENTRANTS AND WINNERS: The Centre may publish the name of the winners and shortlisted entrants on the Centre's Competition Website and by such other means and in such other places as the Centre determines in its discretion. Each entrant also consents to use of their name in relation to any permitted use under **clause 13.1 below** or as otherwise provided for in these conditions.

12. COLLECTION OF PRIZE: The prize will be transferred to the winners in accordance with the details provided for that purpose in the winners' completed entry form or in any other manner that may be agreed to by the Centre and the winners. In the case of a group entry, the Centre may if it chooses as full discharge of its obligation to pay the prize, pay the whole prize to a single entrant (i.e. a single group member) or parts of the prize to some but not all group members and has no obligation to ensure it is distributed to other group members.

13. OWNERSHIP & INTELLECTUAL PROPERTY:

13.1 (Ownership and Licence):

13.1.1 (Ownership) Winning entries (first main prize and second main prize) become the property of the Centre. Where Entry Materials include a reproduction or representation of the original artwork (such as a photograph), the original artwork created for the Competition becomes the property of the Centre. All entrants retain ownership of their intellectual property in any piece of art and other Entry Materials submitted for the competition.

13.1.2 (Transport) Where Entry Materials for the winning entries (first main prize and second main prize) include a reproduction or representation of the original artwork, delivery of the original artwork to be received by the Centre at an exhibition (date to be advised, at a location to be determined in Sydney, New South Wales) is the responsibility of the winning entrants, and at their expense. The Centre will work with

the winning entrants to facilitate delivery and discuss specific installation requirements. The Centre may provide, at its discretion, additional financial or in-kind support to enable this process for winning entries. The Centre assumes responsibility of the transport from and storage and/or display of the winning artworks after the exhibition.

13.1.3 (Licence) Entrants:

- (a) Provide the Centre with a licence to make such use (including reproduction) of Entry Material as may be reasonably required by the Centre for the purpose of selecting the shortlisted entrants and, subsequently, the winners.
- (b) By entering, grant the Centre non-exclusive rights to use their Entry Material, with appropriate credit, for the purposes of advertising, media publicity, publication, general display or for any other Centre purposes, in whole or in part, including but not limited to publication on the Centre website, Centre social media and in Centre publications.
- (c) By entering, grant the Centre non-exclusive rights to use their Entry Material, with appropriate credit, for the purpose of the exhibition, including but not limited to displaying the artworks and promoting the exhibition.

13.1.4 (Exclusive licence) Winners, by entering and being judged to be a winner of first main prize or second main prize, grant the Centre exclusive rights to use their Entry Material and original artworks, with appropriate credit, for the purposes of:-

- (a) Advertising, media publicity, publication, general display or for any other Centre purposes, in whole or in part, including but not limited to publication on the Centre website, Centre social media and in Centre publications.
- (b) The exhibition, including but not limited to displaying the artworks and promoting the exhibition.
- (c) Permanent or semi-permanent display.

13.2 (Warranty) Each entrant warrants (jointly and severally in the case of group entries) that:

- (a) The Entry Materials comply with all applicable laws and, with respect to the creation, use, classification, distribution and submission of the Entry Materials, the entrant has complied with all applicable laws (including any terms and

conditions of any website, software or platform used for the creation, publication, distribution or display of the Entry Materials);

(b) Neither the Entry Materials, nor the use of them by the Centre or any other person permitted in accordance with **clause 13.1**, will infringe the intellectual property or other rights of any person;

(c) It has, at the time of submitting the Entry Materials to the Centre, all rights, title, interest, permissions and consents (including intellectual property ownership or licence rights and moral rights consents) in and to the submitted Entry Materials that are necessary to grant the licence in **clause 13.1** without the need for UQ or any other any person to obtain any consent or permission from, or make payment to, any other person for such grant or for any use permitted by or pursuant to **clause 13.1**.

13.3 (Perfecting rights) Each entrant will do all things the Centre reasonably requires to perfect the rights granted, and to cure any breach of warranty, under this **clause 13** (including to provide consents and sign documents and take all reasonable steps to procure other persons to do the same).

13.4 (Property in materials) Property (excluding intellectual property) in Entry Materials (including in electronic files and any media on or in which files are provided or stored) will vest in the Centre upon receipt.

13.5 (Sole terms and precedence) Each entrant will ensure no terms are included in or with, or need to be agreed by any person to access or obtain, any Entry Materials. Each entrant agrees that, to the extent of any inconsistency between the terms of this clause 13 and any other terms that might for any reason apply to any Entry Materials, the terms of this **clause 13** take precedence.

14. EXHIBITION:

14.1 (Exhibition) The Centre reserves the right to exhibit the entries of the Competition at an event open to the public.

(a) The Centre may exclude from the exhibition any entry that the Centre, in its discretion, determines does not meet the Eligibility requirements, or is unsuitable for any other reason.

- (b) The Centre is under no obligation to exclude entries from the exhibition and may, in its discretion, exclude or accept any entry that does not comply with any one or more of these terms and conditions.
- (c) The Centre reserves the right to cancel the exhibition at any time if it has reasonable cause to do so.
- (d) Entrants of shortlisted entries agree to exhibit their entries. Inclusion of all other entries in the exhibition is optional for entrants, who may, at the discretion of the Centre, be invited to accept or decline participation in the exhibition.
- (e) With the exception of the winning main entries (which become the property of the Centre and are to be delivered to the exhibition as per **clause 13**), and any other entries that the Centre deems will be suitable for exhibition only in original form, as a default the Centre will create and display reproductions of the entries for the purpose of the exhibition (e.g. prints, digital representations, etc.). This will be done at the Centre's expense, and to its own standards. The Centre will consult with entrants about the best way to represent the work and undertake reasonable effort to represent entries in a suitable way.
- (f) With the exception of the winning main entries, other entrants selected for the exhibition may choose to offer to loan the original artwork for exhibition (whilst retaining ownership of it). In this case, the Centre may at its discretion choose to exhibit the original artwork or a reproduction.
- (g) Transportation (to and from the exhibition) and insurance of original artworks are the responsibility of the entrant (unless otherwise agreed), and the Centre takes no responsibility for lost, damaged or undisplayed artworks.

15. PRIVACY AND DATA COLLECTION: Personal Information and contact details provided by entrants and obtained through the Competition Website will be used by the Centre only for the purpose of the Competition, including (but not limited to): notification of and communication with the shortlisted entrants or their guardians, notification of and communication with prize winners or their guardians, publishing and attribution of Entry Materials online or in any other form of media, notification of and communication with entrants or their guardians in relation to the exhibition, publishing, display and attribution of Entry Materials for the purpose of the exhibition and its promotion, and for any other

purpose expressly provided for in these conditions. Your Personal Information may be disclosed in a number of circumstances, including but not limited to the following: third parties where you consent to the use or disclosure; and where required or authorised by law. Your Personal Information will be stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify it. However, most of the Personal Information is or will be stored in entrant files, which will be kept by us for a minimum of 7 years.

16. SOCIAL MEDIA: Insofar as the Centre makes any use of any social media platform in relation to the Competition:-

- (a) You (i.e. entrants) acknowledge that the Competition is in no way sponsored, endorsed or administered by the social media platform;
- (b) You acknowledge that any information that you provide in relation to the Competition is provided to the Centre and not to the social media platform;
- (c) You release the social media platform and their associated companies from any liability in respect of the Competition.

17. VARIATION OR CANCELLATION: The Centre reserves the right to cancel the Competition if it has reasonable cause to do so. It also reserves the right to vary any of the dates in these conditions if it has reasonable cause to do so. Cancellation or variation to be effective must be published in a prominent place on the Centre's Competition Website or notified to entrants using the contact details provided in their entry form.

18. HOW TO CONTACT US: If you have any further queries please contact us at comms@equs.org.

19. DEFINITIONS AND INTERPRETTION: The following expressions have the following meaning in these conditions unless the context requires otherwise:-

- **Classification Acts** means the *Classification (Publications, Films and Computer Games) Act 1995* (Cth) and each corresponding Act in each state and territory of Australia

except the Australian Capital Territory (including the *Classification of Computer Games and Images Act 1995*.(Qld)) and all regulations and other subordinate legislation related to, and decisions of governing bodies pursuant to, the aforementioned.

- **Competition Website** means the website at <https://equus.org/events/equs-quantum-art-competition-2023-24>
- **Entry Materials**, in respect of an entrant, includes the entrant's art, entry form and any other thing provided as part of or in relation to the entrant's entry (whether in material or electronic form) and including anything in or on such things (including electronic files, data, programs, documents, images, audio-visual materials, domain names, trademarks and promotional and instructional materials).
- **Art** means, subject to any requirements for Entry Materials on the Competition Website, a diverse range of human activities in creating visual, auditory or performing artifacts (artworks), expressing the author's imaginative, conceptual ideas, or technical skill, intended to be appreciated primarily for their beauty or emotional power. Art can be accessed by use of physical media to load the art, or by downloading the art from the Internet (including in the form of an app) or by experiencing the art online through a web browser. Written, auditory, visual, and performative art will be considered. For the purposes of this competition, only art which can be submitted digitally in one form or another, via the application form, will be considered.
- **Node of the Centre** means an ARC Centre of Excellence for Engineered Quantum Systems situated in any other university or organisation.
- **General interpretation:** In these conditions, the singular includes the plural and vice versa; reference to one gender includes all genders; reference to a person includes a body corporate or other organisation and vice versa; and to the extent of an inconsistency between these terms and conditions and the Competition Website or any other information or materials provided to entrants, these terms and conditions take precedence.