

SCHOLARSHIP TERMS AND CONDITIONS

BACKGROUND

The Indigenous Storytellers Scholarship Program will commence March 2023 and conclude with the announcing of the recipient at an event held in NAIDOC Week 2023, accompanied by a special edition of Façon Magazine.

The Scholarship will provide \$10,000 in creative value to a single person that applies through the Façon website to one of the below nine categories. The scholarship monies must be used in line with the stipulations outlined in the SCHOLARSHIP MONEY TERMS section. Before any money is used the spend must be approved by the committee. The nine creative disciplines that are open for applications are: Fashion design, Accessory design, Art painting, Music, Dance, Writing, Digital art, Film, Photography.

Applications must include a submission of an example of work. The example of work must be in the following accepted file types: jpg, jpeg, jpe, gif, wmv, avi, mov, qt, mpeg, mpg, mpe, mp4, m4v, mp3, m4a, m4b, pdf. The submission must have a maximum file size of 12 MB.

1. STANDARD TERMS

- 1.1 Information on “how to apply” and details of the program form part of the conditions of entry.
- 1.2 If you apply for the Indigenous Storytellers Sponsorship program, you agree to be bound by the terms and conditions of entry.
- 1.3 The Promoter is Façon Magazine.

2. WHO CAN APPLY

- 2.1 You can apply to the scholarship if you are a NSW Australian resident of at least 16 years of age at the date of the 30th March 2023. Proof of age and residency may be required before being awarded the scholarship.
- 2.2 You cannot apply for the scholarship if you or any immediate family member works for the Promoter, associated companies and agencies and participating outlets.
- 2.3 Applications under the age of 18 must obtain the prior permission of a parent or guardian 18 years of age or older to enter.
- 2.4 The Promoter reserves the right to verify parental consent. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner’s parent or guardian to accept responsibility for the acts and forbearances of the Winner and as a sufficient discharge of receipt. The release must include the full name, address and telephone number of the Winner’s legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the Winner’s entitlement to the scholarship, subject to State and Territory legislation.

3. HOW TO APPLY

- 3.1 You may only apply once
- 3.2 Applying for the scholarship is as follows: filling in the application form online at www.faconaustralia.com, attaching relevant examples of work, and meeting all criteria
- 3.3 All entries must include relevant examples of work in line with the stipulations outlined in the BACKGROUND
- 3.4 Your application form and your examples of work become the property of Façon Magazine. They will not be returned.

4. KEY DATES

- 4.1 The scholarship applications open April 4, 2023 and close at June 1, 2023
- 4.2 The successful applicants will be announced at the discretion of the Promoter
- 4.3 Finalists will be announced at the discretion of the Promoter
- 4.4 The winner announcement will take place at the discretion of the Promoter during NAIDOC Week 2023
- 4.5 The finalists will appear in a special edition Façon Magazine to launch on day of announcement
- 4.6 Dates are subject to change. Visit www.faconaustralia.com for up to date details.

5. SELECTION PROCESS

- 5.1 The panelists will select the finalists based on their application form and example of work. Applicants may be contacted prior to any decisions being made in order for panelists to acquire more examples of work or more information on the applicant
- 5.2 The finalists will be selected at the discretion of the panelists. The finalists will be notified by a Façon representative prior to the announcement on social media, website and all platforms
- 5.3 The winner will be announced at the discretion of the Promoter.
- 5.4 The finalists are required to attend the winner announcement event in NAIDOC Week 2023 at their own cost

6. SCHOLARSHIP WINNER

- 6.1 The winner will receive:
Access to \$10,000.00 AUD via The Indigenous Storytellers Scholarship
For more information see section SCHOLARSHIP MONEY TERMS below
- 6.2 Scholarship is not exchangeable, transferable or redeemable for cash.
- 6.3 All other costs relating to applying are the entrants' responsibility. Entrants must be accompanied by their parent or guardian to all events if they are under the age of 18.

7. IMPORTANT CONDITIONS REGARDING SCHOLARSHIP

- 7.1 If you apply for the scholarship, you agree that, if you are a finalist you will appear in the magazine
- 7.2 If you apply for the scholarship, you agree that, if you are a finalist you will attend the event

8. DISQUALIFICATION

- 8.1 Façon reserves the right to verify the validity of entries.
- 8.2 In addition to the right to disqualify set out in any other clauses, Façon can disqualify an entrant if:
 - a) their application includes materials that Façon considers to be objectionable or defamatory;
 - b) they tamper with the application process or apply more than once;
 - c) they submit an application that does not comply with these conditions;
 - d) they work for (or have a family member that works for) Façon, it's related Companies or any Companies associated with the scholarship;
 - e) they (and their parent or guardian for applicants under the age of 18) do not sign any form that may be required to be signed by Façon
 - g) they (or their parent or guardian for entrants under the age of 18) withdraw their consent to that person being in the scholarship;
 - h) Façon has reason to believe that person has breached any of these conditions;
 - i) they have, in the opinion of Façon, engaged in conduct, which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of Façon or the associated companies;

- j) the person is engaged in any unlawful or other improper misconduct
- k) the person is engaged in any misconduct calculated to jeopardise the fair and proper conduct of the scholarship; or
- l) for any other reasonable grounds.

8.3 Façon reserves the right to recover damages or other compensation from anyone who is disqualified.

8.4 If you are disqualified, you must return all winnings. The Promoter has the right to terminate any agreement that they may have signed with you.

8.5 The provisions of this Clause 8 survive completion or termination of these Terms and Conditions, or any agreement entered into with any applicant

9. NO LIABILITY

9.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders our ability to proceed with the scholarship, or any other activity associated with the scholarship, 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, or pandemics, Façon may in its absolute discretion cancel the scholarship and recommence it from the start or any point that Façon considers reasonable under the same conditions.

9.2 Façon and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; during the judging, whilst undertaking any travel on or connected with their application; in the participation in any event; as a consequence of late, lost or misdirected mail; due to the broadcast of any program relating to the scholarship or the publicaon of any material, including any statements made by any applicant, staff member, journalist, other applicants or any other person; in realtion to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or in relation to failure of an entry to be received on the website on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communicaons network related to or resulting from participation in this scholarship; arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to applicant's or any other person's computer software related to or resulting from participation in this scholarship.

9.3 The Promoter's decision in relation to any aspect of the scholarship is final and binding on each person who applies. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected applications. Applications are considered as being submitted at the time they are received by the Promoter. Winnings are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.

9.4 Façon reserves the right to refuse to allow any winner to take part in any or all aspects of the scholarship, if Façon determines, in their absolute discretion, that the winner is not in the mental or physical condition necessary to be able to participate in the scholarship.

9.5 Façon reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing.

9.6 The panelist's decision in relation to any aspect of the scholarship is final and binding on each person who applies.

9.7 Chance plays no part in determining the winner. Façon and the panelists will NOT enter into correspondence with anyone about the result of the scholarship.

10. COPYRIGHT

10.1 All entrants agree to grant Façon a perpetual and non-exclusive license to use all photographs and videos taken of them during the scholarship and all other material created for the purposes of the scholarship in all media worldwide in perpetuity. You agree that Façon is able to do this without asking

your permission and you are not entitled to receive any money for such use by Façon. This includes but is not limited to your photo appearing in Façon Magazine.

11. FILMING

11.1 You may be filmed, photographed or interviewed by Façon or media outlets on occasions in connection with your application in the scholarship

11.2 You will participate and cooperate in any further activities requested in connection with your application in the scholarship, including being filmed, photographed and/or interviewed and agree to being contacted by Façon (or any related entity) for the purpose of any such further activity

11.3 You will sign any additional release or consent requested by Façon or any related entity;

11.4 You may appear in any program or publication of Façon or any related entity and you consent to the use of your name, likeness, voice and biographical material in connection with any such program or publication, and publicity or promotion of the program or publication, including without limitation, in connection with the program or publication's internet site;

11.5 Façon and its related entities owns and controls all rights in and to any film, photographic or other works including your appearance, and may exploit those rights in any way and in any place and in any media worldwide in perpetuity;

11.6 Your appearance in the program or publication may be edited at our discretion;

11.7 We are not obliged to include you in any program or publication;

11.8 You may not seek injunctive release against Façon (or its related entities or any servant or agent of Façon and its related entities) or restrain us from making and exploring any program or publication.

11.9 You release and indemnify Façon and its related entities, its servants and agents from any claim by or on behalf of you and arising out of any loss, damage, accident or injury to you as a result of your involvement in the scholarship and the exercise of the rights granted in this Agreement;

11.10 You assign to Façon and its related entities all present and future rights in the copyright (and all other present and future rights including rights as a performer) throughout the world in all media in perpetuity in any film, photographic or other works associated with your involvement in the scholarship.

12. TRAVEL

12.1 All travel relating to scholarship will be at the expense of the applicant.

13. PRIVACY

13.1 All applications and any copyright subsisting in the applications becomes and remain the property of the Promoter who may publish or cause to be published any of the applications received.

13.2 Façon is collecting your personal information for the purpose of conducting and promoting this scholarship, including for the purpose of identifying and notifying applicants and understanding our audiences.

13.3 Façon may disclose the applicant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the applicant's relationship with Façon. In addition, by entering this scholarship, you consent to Façon using your personal information for the purpose of Façon and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Façon sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.

SCHOLARSHIP MONEY TERMS

1. Greater Bank agrees to provide the winning recipient with access to \$10,000 AUD provided by the

Scholarship. Greater Bank/Promoter and the associated businesses and committee reserves the right to release such amounts and at such times in the Greater Bank's/Promoter's discretion, subject to review and compliance of the proposed use of such funds in accordance with clause 2 hereof

2. Use of Funds

The scholarship funding can only be used for activities directly relating to the winners creative discipline and supporting activities i.e funding will only be made available to enhance creation, create tangible artistic assets and assist events to showcase the final work or project of the winning applicant.

Funding is intended to be expended on creation, including but not limited to:

- Photography or videography
- Research
- Rehearsal Space
- Gallery Space
- Artist in Residence
- Materials
- Exhibition/Launch/Event costs
- Exhibition/Launch/Event travel expenses

Scholarship monies cannot be used for:

- Advertising or promotional costs
- PR activities
- Website development
- Social or digital marketing
- Cooperative marketing activities
- General and other administration costs
- Other performers/artist fees or travel expenses
- Local Council fees and other service costs
- Donations or gifts
- Study or school fees
- Spend that is not directly associated with the scholarship recipient's work

Please note:

Gifts and contributions to the scholarship winner are permitted to enhance their activity.

Evidence will be required to show adequately where funds are spent and used for the operation of the activity.