

SCHOLARSHIP TERMS AND CONDITIONS

BACKGROUND

The Indigenous Storytellers Scholarship Program (“Djuyalgal Scholarship” in the traditional Gathang language of the Worimi People) (**Scholarship**) is designed to celebrate, sustain and grow Indigenous art and design in New South Wales.

The Scholarship commences on 8 February 2024 and concludes with the announcement of the recipient at an event held on 11 July during NAIDOC Week 2024, accompanied by a special edition of Façon Magazine.

The Scholarship will provide \$10,000 to be used in relation to the recipient’s artistic practice, to an individual applicant that applies through the Façon website to one of the following nine categories:

1. Fashion design;
2. Accessory design;
3. Artistic painting;
4. Music;
5. Dance;
6. Writing;
7. Digital art;
8. Film; and
9. Photography.

Applications must include examples of the applicant’s work. 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 maximum file size for the submission is 12 MB.

The Scholarship monies must only be used in accordance with the requirements outlined in the SCHOLARSHIP MONEY TERMS section. Before any money is used, the spend must be approved by the Scholarship committee.

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 Scholarship, you agree to be bound by the terms and conditions of entry.
- 1.3 The Promoter is Façon Australia (**Promoter**).

2. WHO CAN APPLY

2.1 To apply for the Scholarship, you must be:

- (a) of Aboriginal or Torres Strait Islander descent;
- (b) a NSW Australian resident; and
- (c) at least 16 years of age on 18 April 2024.

Proof of Aboriginality, age and residency may be required before being awarded the Scholarship.

The 'proof of Aboriginality' criteria involves 3 elements, that the applicant:

1. is of Aboriginal or Torres Strait Islander descent;
2. self-identifies as an Aboriginal person; and
3. is accepted as such by the community in which the applicant lives

Finalists in the 2023 Scholarship are not permitted to enter in 2024. However, you may enter again in 2025.

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 Applicants 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 obligations of the Scholarship recipient (**Recipient**) and as a sufficient discharge of receipt. The release must include the full name, address and telephone number of the Recipient's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the Recipient's entitlement to the Scholarship funding, subject to legislation.

3. HOW TO APPLY

3.1 You may only apply once.

3.2 Applying for the Scholarship is as follows:

- (a) filling in the application form online at www.faconaustralia.com;
- (b) attach relevant examples of work, and
- (c) meeting all application criteria.

3.3 All entries must upload examples of the applicant's artistic work in line with the requirements outlined in the BACKGROUND section above.

3.4 Your application form and the copies of examples of your work become the property of the Promoter. The application will not be returned.

4. KEY DATES

4.1 The Scholarship applications open 15 February 2024 and close on 18 April 2024

4.2 Finalists will be announced at the discretion of the Promoter

4.3 Announcement of the successful applicant will take place at the discretion of the Promoter on 11th July, NAIDOC Week 2024

4.4 The finalists will appear in a special edition Façon Magazine to launch on day of announcement

4.5 Dates are subject to change. Visit www.faconaustralia.com for up-to-date details.

5. SELECTION PROCESS

5.1 The assessment panel will select the finalists based on their application form and examples of the applicant's work. Applicants may be contacted during the selection process prior to any decisions being

made in order for assessment panelists to acquire more examples of work or more information about the applicant. For example, the assessment panel may require an applicant to provide a video response to questions in order to gain further insight into the applicant's work. Applicants that do not submit these videos by the due date may be disqualified.

5.2 The finalists will be selected at the discretion of the panelists. The finalists will be notified by the Promoter's representative prior to the announcement on social media, website and all platforms.

5.3 The Scholarship Recipient will be announced at the discretion of the Promoter.

5.4 The finalists are required to attend the winner announcement event on 11th July in NAIDOC Week 2024 at their own cost.

6. SCHOLARSHIP RECIPIENT

6.1 The recipient will receive:

Access to \$10,000.00 AUD via the Scholarship to be used in relation to their artistic practice.

For more information see section SCHOLARSHIP MONEY TERMS below.

6.2 The Scholarship funding is not exchangeable, transferable or redeemable for cash.

6.3 All other costs relating to applying are the responsibility of the applicant. If the applicant is under 18 years of age, they must be accompanied by a parent or guardian to any Scholarship events.

7. IMPORTANT CONDITIONS REGARDING SCHOLARSHIP

7.1 If you apply for the Scholarship, and you are a finalist, you agree to your name, image and examples of your work being included in Façon 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 The Promoter reserves the right to verify the validity of entries.

8.2 In addition to the right to disqualify set out in any other clauses, the Promoter can disqualify an entrant if:

- a) their application includes materials that the Promoter 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 terms and conditions;
- d) they work for (or have a family member that works for) the Promoter, its related Bodies Corporate, agents or employees or any third parties 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 the Promoter;
- g) the entrant (or their parent or guardian for entrants under the age of 18) withdraw their consent to that person being in the Scholarship;
- h) the Promoter has reason to believe that person has breached any of these conditions;
- i) they have, in the opinion of the Promoter, engaged in conduct, which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of Promoter, its related Bodies Corporate, agents, employees or any third parties associated with the Scholarship;
- 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 The Promoter 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, the Promoter may in its absolute discretion cancel the Scholarship and recommence it from the start or any point that the Promoter considers reasonable under the same conditions.

9.2 The Promoter, its related Bodies Corporate, agents, employees or any third parties associated with the Scholarship 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 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 publication of any material, including any statements made by any applicant, staff member, journalist, other applicants or any other person; in relation 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 communications 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, to the extent permitted by law.

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 the Promoter receives them. Winnings are subject to availability, not transferable or exchangeable and, except for cash prizes, cannot be taken as cash.

9.5 The Promoter 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 application is final and binding on each person who applies.

9.7 Chance plays no part in determining the recipient. The Promoter and the assessment panel will not enter into correspondence with anyone about the result of the Scholarship.

10. COPYRIGHT & ARTIFICIAL INTELLIGENCE

10.1 All entrants agree to grant The Promoter a 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 the Promoter is able to do this without asking your permission and you are not entitled to receive any money for such use by The Promoter. You hereby consent to your photograph appearing in Façon Magazine.

10.2 Artwork submitted for the Scholarship must be original and an entrant must have controlled the creative design process. If an entrant has used artificial intelligence (**AI**) in creating any part of the artwork, it must disclose this in the application form. Entrants must also not submit artwork which includes a substantial part of another person's (or company's) original artistic work (whether using AI based

technology or not). In this regard, the entrant agrees to indemnify the Promoter and Greater Bank in respect of any artwork submitted as part of a Scholarship application which includes a substantial part of another person's (or company's) original artistic work without the original artwork creator's prior written consent

11. FILMING

11.1 You may be filmed, photographed or interviewed by The Promoter 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 the Promoter (or any related entity) for the purpose of any such further activity.

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

11.4 You may appear in any program or publication (including online and via social media) of the Promoter 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 The Promoter 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 the Promoter, its related Bodies Corporate, agents, employees or any third parties associated with the Scholarship or restrain us from making and exploring any program or publication.

11.9 You release and indemnify the Promoter, its related Bodies Corporate, agents, employees or any third parties associated with the Scholarship from any claim by or on behalf of you and arising out of any loss, damage, accident or injury to you because of your involvement in the Scholarship;

11.10 You assign to the Promoter 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, specifically for the purpose of promoting the work and outcomes of the Scholarship.

12. TRAVEL

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

13. PRIVACY

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

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

SCHOLARSHIP MONEY TERMS

1. Greater Bank will provide the Scholarship funding.
2. Greater Bank will provide the recipient with access to \$10,000 AUD for the purposes of the Scholarship. Greater Bank/ the 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 these terms and conditions.

3. Use of Funds

The Scholarship funding can only be used in relation to the recipient's artistic practice and supporting activities, namely 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

4. 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

5. 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.

Before the Scholarship is awarded the recipient must provide evidence on how they intend to spend the money

At the discretion of Greater Bank, the Scholarship may be awarded in installments.

The recipient of the Scholarship will be presented with a governance contract to sign. Scholarship monies will not be awarded until this contract is signed and returned.