

2025 RQ NAIDOC Celebration artist brief



1. Purpose

Design the 2025 RQ NAIDOC Celebration Artwork

Racing Queensland (RQ) is pleased to announce the inaugural RQ NAIDOC Celebration artist competition. The artwork will be highlighted and celebrated during RQ NAIDOC Celebration races across the three codes of racing (Thoroughbred, Harness and Greyhound).

RQ's NAIDOC Celebration Races across the three codes is our commitment to reconciliation with Aboriginal and/or Torres Strait Islander peoples and this is **YOUR** opportunity to get involved.

RQ is currently inviting artists from within the Aboriginal and Torres Strait Islander community to become a key part of the 2025 NAIDOC Celebration races by submitting a painting design for consideration to be incorporated within the 2025 First Nation silks/colours, presentation rugs and winning trophy design.

Submissions will only be accepted from legitimate Aboriginal and Torres Strait Islander people

2. Scope

DESIGN BRIEF:

- Submissions are to tell the story of Aboriginal and/or Torres Strait Islander people and non-Aboriginal and/or Torres Strait Islander people coming together to celebrate Aboriginal and Torres Strait Islander culture within the racing industry.
- All designs must be authentic and original work of the artist submitting the design and must not infringe on the rights of any other party. Submitting artist must be the sole owner of the copyright in the submitted design and indemnifies the Racing Queensland Board (RQ), or its affiliates or related bodies corporate, in relation to any claims made by third parties regarding the submitted design. Should there be a dispute in relation to the copyright in the submitted design, RQ reserves the right to request further information from the artist to determine copyright ownership.
- Artist to provide relevant sketches, research and brief background on design inspiration and story at the time of design submission.

Definitions

Schedule to the defined terms used in these Terms and Conditions:

Submission	2025 NAIDOC week celebration Artwork
RQ	Racing Queensland Board [ABN 80 730 390 733] Racing Queensland, Racecourse Rd, Deagon Q 4017
Time Zone	Brisbane, Australia
Submission Period Commencement Date	10.00am on December 20, 2024.
Submission Period End Date	5.00pm on February 21, 2025. NB. Submissions will not be accepted after this time.
Entry Restrictions (clause 7)	Eligibility: This design submission is open to Aboriginal and Torres Strait Islander people who are established and emerging artists (QLD Based).
Design Brief and Considerations	No professional qualification is required for entry. Submissions can be made as individuals only.



Ineligibility: Submissions from artists who are non-Aboriginal or non-Torres Strait Islander will not be considered. Judging panel members, and their spouses/partners/family members, are not eligible to submit a design.

- Submissions are to tell the story of the contribution of Aboriginal and Torres Strait Islander people to the racing industry.
- All designs must be authentic and original work of the artist submitting the design.
- Artist to provide relevant sketches, research and brief background on design.
- Design base colour for the painting must be able to be applied to either a light or dark base.
- Consideration is to be given to the NAIDOC logo placement in addition to RQ Indigenous logo are required to be applied to the silks.
- The Artist may be required for press and media commitments in association with 2025 RQ NAIDOC Celebration Race and agrees to attend media and public relations events where required. Should transport and/or accommodation be required, RQ will reimburse the artist for reasonable expenses relating to attending such events at its request.

Entry Method (clause 8)

To enter, artists must submit the following elements:

- Design for Racing Queensland consideration.
- Relevant sketches, research and background on design inspiration and story.
- Design as an all-over print landscape design.
- Examples of the design applied onto jockey silks.
- Artist full name, Business trading name (if applicable), email and mobile number.
- Design base colour for the painting must be able to be applied to either a light or a dark base for silks.
- Ideally the Indigenous RQ logo and submitted design should complement each other.
- All submissions can be made through the RQ website.

Maximum Numbers of Entries (clause 9)

Multiple entries can be submitted.

Use of Personal Information (clause 10)

In addition to clause 10, each entrant agrees that the RQ may:
 (a) use their name and contact details for each entrant to receive ongoing communication and marketing material not related to this Competition; and
 (b) provide their name and contact details to third name party(s) named here only for the purpose of conducting the Competition and/or distributing the Prize (name third party(s) and include link to the third party's privacy statement).

Privacy Laws (clause 11)

The Privacy Act 1988 (Cth) and Australian Privacy Principles.

Privacy Policy (clause 11)

<https://www.racingqueensland.com.au/privacy-policy>

Privacy Contact Details (clause 12)

RQ Privacy Officer

Design (clause 13)

Any materials submitted by an artist via the Submission.



Use of Design Submission (clause 14)

In addition to clause 13, each artist licenses and grants the RQ and its affiliates an exclusive, royalty-free, perpetual, world-wide, irrevocable, and sub-licensable right to use, reproduce modify, adapt, publish, and display their Design for the purposes of:

1. Creating a jockey silk incorporating the Design; and
2. Creating additional merchandise for RQ NAIDOC Celebration races 2025 featuring the Design in some way; and
3. Any other use of the Design for either commercial or non-commercial purpose.

Judging Details

The short-listing process will occur in early March 2025, with the final judging process concluded on or before March 21, 2025.

The RQ RAP Chair shall curate meetings and, in the event that the judging panel cannot make a decision by consensus, the chair shall hold the casting vote.

Submissions will be evaluated and shortlisted against the following evaluation criteria:

- Relevance to the Design Brief and considerations.
- Suitability of the design for use on jockey silks.
- Suitability of the design in representing the design brief and imagination and originality.
- Graphic quality in communicating the idea.

RQ decision will be final regarding the winning submission and in any event will not be justiciable or capable of review.

RQ reserves the right to commission an independent artist of their choice in the event the designs submitted are not appropriate for application to the 2025 RQ NAIDOC Celebration.

Subject to the above conditions, the successful artist will be confirmed no later than **5pm on April 3, 2025** and will be notified by phone.

TERMS and CONDITIONS OF SUBMISSIONS:

1. By submitting your artwork to RQ, you agree to be bound by these Terms and Conditions of Submission.
2. The terms governing any Submission include the Design Brief, these Terms and Conditions of Submission (**Terms**), the Schedule to the Terms (**Schedule**), and any other instructions or design considerations relating to the Submission as considered applicable by the judging panel.
3. Only entries that comply with the Design Brief, Terms and Schedule will be considered valid entries for Submission.
4. Any capitalised terms used in these Terms have the meaning given to them in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule and these Terms, the Schedule will take precedence.



5. **Time Zone.** All times and dates in the Terms refer to the Time Zone in operation at the time of the Submission.

6. **Submission Period.** The Submission will be conducted during the Submission Period (refer to item 6 in the Schedule). RQ is not responsible for any entry that is not received by the RQ during the Submission Period, for whatever reason. Incomplete or indecipherable entries will not be accepted.

7. **Entry Restrictions.** Eligibility to enter the Submission is subject to the Entry Restrictions. If entrants under the age of 18 are eligible to enter this Submission, they must have the consent of their parent or guardian to enter the Submission.

8. **Entry Method.** To enter the Submission, artists must enter in accordance with the Entry Method (and any other entry details provided by RQ) during the Submission Period.

9. **Maximum Number of Entries.** Artists can submit any number of artworks for consideration by the judging panel. Submissions must be made separately, and entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.

10 Use of personal Information

By entering the Submission each artist agrees that:

(i) RQ (and affiliates or related bodies corporate of RQ) may use their name and contact details for the purpose of conducting the Submission, including complying with its relevant regulatory obligations;

(ii) RQ may publish the successful artist's name in compliance with its obligations in conducting this Submission;

(iii) RQ request, the winning artist will take part in the RQ NAIDOC Celebration activities which may include their name and image published in the RQ promotional materials (such as the RQ's website, marketing materials, advertising, printed materials, and social media channels) and for ongoing promotional activities; and

(iv) RQ may use their personal information for the additional purposes identified in Use of Personal Information (item 9 of the Schedule).

11 Privacy Laws and Privacy Policy.

Under Privacy Laws, 'personal information' means any recorded information or opinions (whether true or not) that identify an individual or allow an individual to be identified. RQ are committed to protecting personal information provided by you in accordance with Privacy Laws. RQ has a comprehensive privacy policy addressing issues relating to the use, collection, security, and access to personal information available at <https://www.racingqueensland.com.au/privacy-policy/>. All information collected by RQ is governed by the Privacy Policy. For further information about how RQ deals with personal information, please refer to the Privacy Policy linked above or contact the Racing Queensland's Privacy Officer on (07) 3869 9777 or via email at privacy@racingqueensland.com.au.

12 Privacy Contact Details.

You may access any personal information you have provided by contacting RQ's Privacy Officer.

13 Design.

13(a) Artists agree that they are fully responsible for all aspects of the Design which is submitted. RQ is not liable in any way for any loss, damage or claim made by the Artist or any third party in relation to RQs use or exploitation of the Design in accordance with these Terms to the full extent permitted by law.

13(b) Artists warrant and agree that:



- (i) they will not submit any Design that is unlawful or fraudulent, or that they may be deemed to be 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 under 14, or otherwise unsuitable for publication;
- (ii) their Design shall not cause injury, offence, or harm to any person or entity;
- (iii) they will obtain prior consent from any person who, or from the owner(s) of any property that, appears in their Design;
- (iv) the Design is the original work of the entrant that does not infringe the rights of any third party or otherwise they will obtain full prior consent from any person who has jointly created or has any rights in the Design to the uses contemplated by these Terms, and the Design does not infringe the rights of any third party;
- (v) they consent to any use of the Design which may otherwise infringe the Designer's moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights;
- (vi) they waive their moral rights of attribution as the owner of the Design on any clothing, merchandise or other permitted reproduction or use of the design by RQ; and
- (vii) 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.

13(c) Without limiting any other terms herein, the artist agrees to indemnify RQ from and against any and all claims, loss or damage arising from a breach of the above warranties.

14. Determination of the Winning Design

14(a) At the end of the Submission Period, RQs selection panel will convene to review and consider all eligible Design submissions received during the Submission Period.

14(b) Within seven (7) days of the end of the Submission Period, RQ selection panel shall (in its sole discretion) determine the preferred and chosen Design ('Winning Design'). The selection panel's decision of the Winning Design shall be final and binding.

14(c) The artist and creator of the Winning Design will be contacted and notified by RQ in writing within seven (7) days of being chosen as the Winning Design.

15. Licence to Use the Winning Design

15(a) As a condition of submitting the Design to RQ, and in consideration of receipt of the fee referred to in Clause 16, the owner and creator of the Winning Design hereby licenses and grants to RQ and its affiliates, a non-exclusive, perpetual, world-wide, irrevocable, and sub-licensable right to use the Winning Design for the purposes set out in clause 15(b).

15(b) The Permitted Uses of the Winning Design are as follows:

- (i) creating custom jockey silks incorporating the Design for the 2025 RQ NAIDOC Celebration races; and
- (ii) creating additional merchandise for RQ NAIDOC Celebration races 2025, featuring or incorporating the Design; and
- (iii) any other use of the Design for either commercial or non-commercial purposes, as agreed to by the parties in writing,

(collectively referred to as the Permitted Uses)

16 Licence Fee



16(a) In consideration for the grant of the Licence referred to in Clause 15, RQ must pay the artist and creator of the Winning Design, a one off non-recurring fee of two-thousand dollars (\$2,000) ('Licence Fee').

16(b) The artist and creator of the Winning Design acknowledges and agrees that the Licence Fee represents fair and reasonable payment for the rights granted to RQ for the use and exploitation of the Design, and that no additional or recurring royalty payments will be made to artist.

16(c) In addition to the Licence Fee, the successful artist will also be supplied, free of charge, with one (1) framed jockey silks design and will also be invited to various the 2025 RQ NAIODC Celebration races across the three codes.

