

Terms and conditions – Depthcharge CD Cover Design Competition

Entering the Three D Radio Depthcharge CD Cover Design competition (“**the Competition**”) constitutes your acceptance of these terms and conditions. Please read them carefully. If you do not agree with any of these terms and conditions, please do not enter your design into the Competition.

1. Eligibility Criteria

- 1.1. Entries open 9:00AM (AEST) Friday 22 May 2020 and concludes Friday 19 June 2020 at 12:00pm. Late entries will not be accepted.
- 1.2. Only entrants whom currently reside in Australia are eligible to enter the competition and win.
- 1.3. Three D subscribers and members, as well as all music lovers, artists or community radio supporters are encouraged to apply.
- 1.4. Eligible entrants must provide 100 words or less statement accompanying your design explaining how your design represents or relates to Three D radio and/or symbolises a connection to our 40th birthday.
- 1.5. Eligible entrants must provide their full name, email address, street address (including postcode) and daytime telephone number.
- 1.6. All design’s entered into the Competition must comply with the following:
 - 1.6.1 The design must be the entrant’s original work
 - 1.6.2 The design can be in any medium or style. Anything from digital design, to illustration, sculpture, photography and more will be accepted for consideration. However, your final submission must be two dimensional, suitable for use on a CD Softpack cover and CD label and able to be digitally uploaded via the Three D Radio website – www.threedradio.com
 - 1.6.3 The design will not contain offensive or illegal content.
 - 1.6.4 Each image file submitted must be a PDF under 2 MB in size. Once the winner is chosen, you will be required to provide a layered Photoshop or InDesign version of the poster with a minimum resolution of 300DPI – please keep this in mind when creating your submission.
 - 1.6.5 The Entrant will make themselves available some time in the first 2 weeks of July, or other mutually agreeable dates, if they would like to assist with the CD cover and booklet design.
 - 1.6.6 If under 18, entrants must have parental/guardian permission to enter the Competition.
- 1.7. Where the submitted design contains an identifiable person/people, the entrant is responsible for obtaining permission to use the image of the identifiable person/people. Three D Radio reserves the right to request written evidence of consent. Three D Radio reserves the right to reject any entry(s) at all times notwithstanding that consent has been obtained.
- 1.8. The entrant represents and warrants that the work is the entrant’s sole original work, the entrant has the power to grant the rights given under it, the entrant has obtained appropriate releases, including location and performer’s releases, the entrant is entitled to reproduce and exploit any underlying rights in the work, and the entrant indemnifies the organiser against any loss resulting from breach of these warranties.
- 1.9. The competition winner shall assign to Three D Radio in perpetuity all copyright in the image that is selected as the winning entry (“the image”). You warrant that you own the copyright in the image and/or parts that comprise the image and are able to unimpeded assign copyright in full to Three D Radio.
- 1.10. Three D Radio may at its absolute discretion use part or the entire image for any purpose and in any form or manner.
- 1.11. Submissions that do not meet the entry deadline, technical specifications or other provisions provisions of this section (Section 1 – Eligibility Criteria) will be disqualified.
- 1.12. Entrants agree to their first names being published on Three D Radio’s website and social media pages, with the possibility of third party sharing.

2. Competition closing date and entry administration fee

- 2.1 There is no entry administration fee.
- 2.2 All entries must be received by Three D Radio no later than 12.00pm (AEST) on Friday 12 June 2020.
- 2.3 Three D Radio reserves the right not to accept any entries that do not comply in any respect with these terms and conditions, which is determinable by at its sole discretion.

3. How will my design be used?

- 3.1. The winning design will need to demonstrate flexibility so that it can be used in full or in part, in a variety of creative applications. The design must be suitable for reproduction across a wide range of marketing materials, including but not limited to:
 - Cover of Three D Radio's annual Depthcharge CD
 - Digital Media
 - Flyers
 - T-Shirts & Merchandise
 - Three D Radio Website & Apps
- 3.2. It is important that the design can be easily reproduced, as it will form the basis of the 2020 Depthcharge cover artwork and Radiothon branding.
- 3.3. Your entry must be suitable for reproduction in both colour and black & white.
- 3.4. You can view a gallery of past Depthcharge cover designs [HERE](#).

4. Judging

- 4.1. Entries will be judged by the Three D Radio Board and a panel of Three D Radio Members. The panel of judges will be looking for ambitious designs that are outside the square and show creative flair.
- 4.2. All designs that qualify and are deemed suitable for entry into Three D Radio Depthcharge Cover design competition will be judged.
- 4.3. Three D reserves the right to disqualify any submissions that, in the judge's opinion, is copied or otherwise infringes any laws or these terms and conditions. The judge's decision is final and not subject to appeal. No correspondence will be entered in relation to the judge's decision.

5. Timeframes and correspondence

- 5.1 Entry into the Depthcharge Cover design competition is an online process. All communication will be via the email address supplied to Three D.
- 5.2 Entrants should receive confirmation of receipt upon submission of entry.
- 5.3 All designs that qualify and deemed suitable for entry will be on show in a July 2020 exhibition as an electronic slide presentation.
- 5.4 By entering the Entrant is confirming their acceptance into the exhibition.
- 5.5 The winning entrants will be announced on Three D Radio website and live on the breakfast show on Thursday 25 June 2020.
- 5.6 All communication will be via email correspondence and all Entrants must keep Three D Radio updated of any email or contact detail changes if they wish to receive any correspondence in relation to the Competition.

6. Dispute resolution

- 6.1 Entrants agree that any dispute arising between the Entrant and Three D Radio in relation to these terms and conditions will be dealt with as follows:
 - 6.1.1. The Entrant will notify Three D Radio in writing of the nature of the dispute
 - 6.1.2. The Entrant and Three D Radio will attempt to resolve the dispute via negotiation in good faith

- 6.1.3.** If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chairman of the Board of Three D Radio.
- 6.1.4.** The decision of the Board of Three D Radio will be binding on both the Entrant and Three D Radio.
- 6.1.5** The decision of the Board of Three D Radio will be given to the Entrant in writing
- 6.1.6.** At all times during the dispute resolution process, the Board of Three D Radio must act in accordance with the principles of natural justice and fairness.

7. General

- 7.1** Terms and conditions will be effective from the date upon which the Entrant enters the Competition up to the date upon which the entries ends. However, any of these terms and conditions which are capable of having effect following the completion, termination or expiration of these terms and conditions (including without limitation; warranties, releases and indemnities) must remain in full force.
- 7.2** These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of South Australia.
- 7.3** In the event that any of these terms and conditions is declared invalid, such a term and condition will be severed from this document and the remainder of the terms and conditions will continue to operate in full force and effect.
- 7.4** The Entrant acknowledges that the purpose of these terms and conditions is to protect Three D Radio in all respects and to make the Entrant liable for any loss, damage or expense suffered in any way associated with the Competition and the Entrant agrees that these terms and conditions must be interpreted to achieve that purpose.
- 7.5** The Entrant acknowledges that he/she/they have had the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.