

UNCOVERED TERMS AND CONDITIONS

1. Information on how to enter form part of these Terms and Conditions of entry. Participation in this program is deemed acceptance of these Terms and Conditions.
2. The Promoter is Sydney Opera House Trust, Bennelong Point, Sydney NSW 2000 (ABN 69 712 101 035), (+612) 9250 7111 ('Promoter', 'us', 'we').
3. Entry is open to citizens and permanent residents of Australia over the age of eighteen who have an ABN and an Australian bank account. Applicants must be currently residing in Australia. Employees of the Promoter and their immediate families and agencies and companies associated with this program are not eligible to enter.
4. The program entry period commences on Wednesday 25 November 2020 and will close on Monday 18 January 2021 at 11:59pm Australian Eastern Daylight Time (AEDT).
5. You may submit an entry for the program only once, with one product or range, under one of the following three categories (Jewellery and Accessories, Prints, Photography and Art, or Homewares and Gifts). The Promoter reserves the right to disqualify any incomplete or automated entries. Multiple entries from the same IP address, same email address or from automated entry services are invalid.
6. To enter the program, you must complete the entry form located at <https://www.sydneyoperahouse.com/uncovered> and submit it online. Some applicants may be invited to give more information or have discussions about their work.
7. Successful applicants will be selected for their creativity, innovation and suitability to the program and the Opera House's values. Up to three successful applicants may be notified at any time from January 2021 and invited to the Opera House. The Promoter's Uncovered team may (in its discretion) decide to: not choose any successful applicants; choose fewer or more than three successful applicants; choose more than one successful applicant per category; not choose any applicant for one or more of the categories. The successful applicant(s) will be contacted using the contact details provided in their application.
8. The Promoter's Uncovered team is not required to give reasons for any decision it makes, and all decisions are final and binding on every person who enters. No correspondence will be entered into. The successful applicant(s) will be given the opportunity to enter into an arrangement with the Promoter's retail partner to place the successful product(s) on sale on consignment by the retail partner at the Opera House retail shops for a minimum period of three months (in accordance with terms set out by the retail partner). Each successful applicant will also be featured on the Opera House social media channels. The successful applicant(s) must not use the Promoter's brand, image, logo or any IP of the Promoter, unless permitted in accordance with the terms of any brand licence granted by the Promoter (in its discretion) in relation to the successful product(s).
9. The Promoter may in its absolute discretion at any time and for any reason cancel the program and/or recommence it from the start on the same or similar conditions, subject to any relevant regulations. Circumstances giving rise to such cancellation may include that the program is not capable of running as planned, including due to an intervention by any outside agent or an event which changes the result or prevents or hinders its determination, or an event which prevents or hinders the intended arrangements with the retail partner, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, acts of government, public health emergency, civil unrest, strikes.



10. You warrant the following: that your entry is your original work; that you are the owner of all the material you submit as part of your entry into the program (“**Entry**”); that your Entry does not infringe the intellectual property rights of any third party. By entering the program, you grant us a worldwide, perpetual, non-exclusive, royalty free and transferrable licence to use, reproduce, segment, distribute, prepare derivative works of, display and communicate your Entry in any media to the extent necessary to run and promote the program and for any ancillary purpose. You also grant us the right to sub-licence the rights under this licence to any third party deemed appropriate by us. To the extent permitted by law, you consent to the Promoter doing anything in relation to the Entry or the communication thereof that (but for this consent) would otherwise infringe any moral right or performer’s rights that you might have anywhere in the world. We may promote the program, including your Entry, in any media during or after the program entry period. Promotional material may include the use of all or part of your Entry. All Entries used by the Promoter will be credited where appropriate.
11. The personal information you provide in entering the program will be used by the Promoter to conduct the program. By entering the program, you consent to the storage of your personal information on the Promoter’s database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter’s products including contacting you via electronic messaging. Your name and contact details may also be shared with various third party organisations, including resident companies, presenting partners and our sponsors, who may contact you from time to time regarding promotions. Such organisations must comply with the Promoter’s Privacy Policy and with strict conditions governing how personal information is to be handled including applicable privacy Laws.
12. In case of an emergency the Promoter will use the contact details supplied by you when entering the program.
13. For more information about the Promoter’s Privacy Policy, including how to request access to personal information and how to opt out of receiving promotional communications from the Promoter and/or third parties, can be found on the Promoter’s website at www.sydneyoperahouse.com.

