

Youth Fest Art Exhibition

Terms and Conditions of Entry

Presented by Monash City Council
Supported by the Victorian Government

By submitting an Entry, the Entrant (and, where the Entrant is under 18 years of age, their Parent/Guardian) agrees to be bound by these Terms and Conditions.

1. General

- 1.1** The Youth Fest Art Exhibition (**Competition**) is conducted by the City of Monash (**Council**), ABN 23 118 071 457, of 293 Springvale Road, Glen Waverley VIC 3150.
- 1.2** Information published by Council about how to enter, artwork specifications, key dates, exhibition arrangements and prizes forms part of these Terms and Conditions. If there is any inconsistency, these Terms and Conditions prevail to the extent of the inconsistency.
- 1.3** Council may, where reasonably necessary, amend, extend, postpone, suspend or cancel the Competition or exhibition, including because of circumstances beyond Council's reasonable control. Council will take reasonable steps to notify affected Entrants of any material change.

2. Eligibility

- 2.1** Entry is open to an individual who, at the Closing Date, is aged 12 to 25 years and lives, works, studies, volunteers, or otherwise has a significant connection to the City of Monash (**Entrant**).
- 2.2** An Entrant under 18 years of age must obtain the consent of a parent or legal guardian (Parent/Guardian) before entering. The Parent/Guardian must accept these Terms and Conditions on the Entrant's behalf to the extent legally required.
- 2.3** Council may request reasonable evidence of an Entrant's age, identity or connection to the City of Monash. Failure to provide requested evidence within a reasonable time may result in the Entry being deemed ineligible.
- 2.4** Council may specify or limit the number of Entries accepted from an Entrant.

3. Entry Period and Submission

- 3.1** Entries close at 5:00 pm EST on Monday 21 September 2026, unless Council publishes a different closing date (**Closing Date**).
- 3.2** Entries must be submitted in the manner specified by Council and must include all information, consents and declarations requested by Council.
- 3.3** Entrants are responsible for ensuring their submission is accurate, complete and received by the Closing Date.
- 3.4** Council may, in its discretion, accept or reject a late or incomplete Entry. Submission of an Entry does not guarantee selection for, or inclusion in, the exhibition.

4. Artwork Requirements

- 4.1 Each submitted artwork (**Artwork**) must be the Entrant's original work and be owned by the Entrant.
- 4.2 The Entrant warrants that the Artwork and Council's permitted use of it will not infringe any copyright, trade mark, moral right, privacy, publicity or other right of any person.
- 4.3 If an Artwork contains an identifiable image, voice, performance or other contribution of another person, the Entrant must have obtained all consents and permissions reasonably necessary for submission, exhibition and the uses permitted by these Terms and Conditions. Council may request evidence of those consents.
- 4.4 Collaborative works may be accepted only where all contributors are identified and have consented to the submission and the rights granted under these Terms and Conditions. The person submitting the Entry warrants that they have authority from all contributors to do so.
- 4.5 Artwork created wholly or substantially using generative artificial intelligence(**AI**) must be declared at the time of submission. Council may exclude such Artwork or impose additional attribution or disclosure requirements.
- 4.6 An Artwork must not contain material that Council reasonably considers unlawful, defamatory, discriminatory, hateful, threatening, sexually explicit, unsafe, offensive in the context of a public youth exhibition, or likely to promote violence, illegal activity or harmful behaviour. If, in Council's sole discretion, it determines that the Artwork breaches this clause, it may reject the Entry.
- 4.7 An Artwork must not incorporate hazardous, perishable, live, sharp, unstable, flammable, toxic or otherwise unsafe materials unless Council has given prior written approval.
- 4.8 Council may at its absolute discretion refuse, remove or cease displaying an Artwork that does not comply with these Terms and Conditions, differs materially from the work submitted for selection, presents a safety or operational risk, or is otherwise unsuitable for public exhibition.

5. Selection of Artworks

- 5.1 Entries may be reviewed by a panel appointed by Council. The panel may consider artistic merit, creativity, relevance, exhibition suitability, diversity of works, available space and any other published selection criteria.
- 5.2 Selection decisions are final and Council is not required to provide reasons or enter into correspondence concerning selection decisions.
- 5.3 Council may disqualify an Entrant or Entry where Council reasonably believes these Terms and Conditions have been breached, information supplied is false or misleading, or conduct has compromised the fairness, integrity or safety of the Competition.

6. Prizes and Voting

- 6.1 Prizes (Award) will be awarded as gift vouchers as follows:

Audience Choice Award – \$100;

Committee Choice Award – \$100;

Judges' Overall Prize – \$100;

Best Artwork 12–15 Years – \$80;

Best Artwork 16–19 Years – \$80; and

Best Artwork 20–25 Years – \$80.

- 6.2** The Audience Choice Award will be determined by public vote at the exhibition on Monday 28 September 2026 between 5:30 pm and 7:30 pm, unless Council publishes a changed voting period. Each attendee to the exhibition including an Entrant, may cast one vote. Votes outside the voting period, duplicate votes, or votes Council reasonably considers invalid, manipulated or fraudulent may be excluded. The Entry receiving the highest number of valid votes will be awarded the Audience Choice Award.
- 6.3** The Committee Choice Award will be determined collectively by members of the Youth Fest Committee. The committee will collectively determine the winning artwork based on their assessment and preferences.
- 6.4** The Judges' Overall Prize Award will be determined by a panel of two local artists.
- 6.5** Age Category Awards will be determined by the judging arrangements nominated by Council.
- 6.6** If there is a tie for an award, the a person nominated by Council, will determine the winner using the applicable judging criteria.
- 6.7** Council may determine that the amount of the Award under clause 6.1 or the constitution of the panel under clause 6.2 to 6.5 may need to be reasonably amended or altered, provided it is generally in accordance with this Terms and Conditions.
- 6.8** Council may require reasonable verification of eligibility before awarding a prize. If a winner is ineligible, cannot be contacted after reasonable attempts, or does not accept the prize within the time specified by Council, Council may award the prize to another eligible Entrant.
- 6.8** All judging and voting decisions are final and no correspondence will be entered into regarding the outcome of any Award selection.

7. Exhibition and Display

- 7.1** Selected Artworks may be displayed at a venue nominated by Council and on Council's associated online or digital platforms. Council may determine the location, manner, duration and arrangement of display, having regard to exhibition, safety and operational requirements.
- 7.2** Selection does not create an obligation on Council to display an Artwork for any minimum period. Council may move, temporarily remove or cease displaying an Artwork where reasonably required.

8. Copyright, Licence and Use of Artwork

- 8.1** Ownership of the physical Artwork and copyright in the Artwork remains with the Entrant, except to the extent otherwise agreed in writing.
- 8.2** By entering, the Entrant grants Council a non-exclusive, worldwide, royalty-free licence to photograph, film, scan, digitise, reproduce, communicate, publish and display the Artwork for purposes connected with the Competition, Council programs and services, promotion, education, reporting, media, record-keeping and archival use, in any media.

- 8.3** The licence includes the right for Council to provide or sublicense images of the Artwork to the Victorian Government and Council's contractors, service providers and media partners solely for the purposes described above.
- 8.4** Council is not obliged to use or reproduce an Artwork and no additional fee or royalty is payable for a use authorised by this clause.

9. Photography, Video and Media

- 9.1** Council may photograph or record the Competition and related events.
- 9.2** For an Entrant under 18 years of age, Council may require Parent/Guardian consent before using an identifiable image or recording of the Entrant for promotional purposes.
- 9.3** Entrants and attendees consent to the use of photographs or recordings for promotional, reporting, educational, and archival purposes by Council and the Victorian Government.

10. Delivery, Care, Risk and Insurance

- 10.1** Entrants are responsible for delivering and collecting physical Artworks at the times, places and in the manner notified by Council, unless Council agrees otherwise in writing.
- 10.2** Entrants must ensure Artworks are appropriately packed, stable and suitable for transport, installation, exhibition and collection.
- 10.3** Council will take reasonable care of Artworks while they are in Council's custody. However, to the maximum extent permitted by law, Council is not liable for loss, theft, damage or deterioration arising from inherent vice, defective construction or packaging, ordinary wear, or events beyond Council's reasonable control.
- 10.4** Entrants are responsible for arranging any insurance they consider appropriate for the Artwork, including during transport.

11. Collection and Uncollected Artworks

- 11.1** An Entrant must collect their Artwork by the collection deadline notified by Council.
- 11.2** If an Artwork is not collected, Council may contact the Entrant using the contact details supplied and provide a further reasonable opportunity for collection.
- 11.3** If the Artwork remains uncollected after that period, Council may store, return, donate, recycle, dispose of or otherwise deal with the Artwork.

12. Privacy and Personal Information

- 12.1** Council will collect personal information provided in connection with the Competition for purposes including administering entries, confirming eligibility, selecting and contacting Entrants, awarding prizes, arranging the exhibition, promotion, evaluation, reporting, record-keeping and related program administration.

12.2 Council may disclose relevant personal information to persons involved in administering the Competition and exhibition, including judges, contractors and service providers, and to the Victorian Government where reasonably required for funding, reporting or program administration.

12.3 Personal information will be handled in accordance with *Privacy and Data Protection Act 2014* (Vic) and Council's Privacy Policy.

13. Withdrawal

13.1 An Entrant may request withdrawal of an Entry by notifying Council in writing before exhibition installation. Council will use reasonable endeavours to accommodate a later withdrawal request but may be unable to remove material already printed, published, distributed or archived.

14. Liability and Costs

14.1 Entrants participate in the Competition and deliver or collect Artworks at their own cost unless Council expressly agrees otherwise.

14.2 To the maximum extent permitted by law, Council is not liable for indirect or consequential loss arising from participation in the Competition, cancellation or alteration of the exhibition, or acceptance or use of a prize.

15. Acceptance and Consent

15.1 By submitting an Entry, an Entrant aged 18 years or older confirms that they have read, understood and agree to be bound by these Terms and Conditions.

15.2 If the Entrant is under 18 years of age, their Parent/Guardian confirms that they consent to the Entrant's participation and, on the Entrant's behalf to the extent legally required, accept these Terms and Conditions.

Consent and Acceptance

Entrant Name: _____

Entrant Signature (if 18 or over): _____ Date: _____

For Entrants under 18 years:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____

Enquiries

Youth Services
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