

## Appendix A – Terms and Conditions

1. The Watson Street Interchange Upgrade (**WSIU**) team (i.e. Staff from VIDA Roads and Winslow Infrastructure) is managing this project in collaboration with Mitchell Shire Council (**MSC**) and the Department of Transport and Planning (**DTP**) (**We, Us or Our**).
2. The Watson Street Interchange Upgrade Public Art Installation Activity (**Activity**) is being distributed by and on behalf of The State of Victoria, through VIDA Roads, a division of the Victorian Infrastructure Delivery Authority, an administrative office in relation to the Department of Transport and Planning, of Level 21, 180 Lonsdale Street, Melbourne ABN 69 981 208 782 (**VIDA**) in accordance with these Terms and Conditions and the Watson Street Interchange Upgrade 'Expression of Interest' Document (**EOI**).
3. The Activity requires a participant (**You/Your**) to provide us with an original design (**Application**) in accordance with the requirements of the EOI and these Terms and Conditions

### Who can apply

4. You can apply for the Activity if You are:
  - a. A resident of Victoria; and
  - b. Over the age of 18
5. You are not eligible to apply if You are an:
  - a. Employee, contracted staff or service provider of the WSIU team, MSC or DTP; or
  - b. Immediate family of any of the above
  - c. Immediate family of a person involved in assessing or selecting the successful Application of the Activity

### How to apply

6. Applicants are required to comply with the Submission Requirements outlined in the EOI.
7. You must submit Your full name, postcode and email address.
8. The Activity is limited to one Application per person or collective.
9. There is no fee to apply for the Activity, but You are responsible for all costs in applying.

### Intellectual Property

10. In these Terms and Conditions, "Intellectual Property Rights" means all present and future copyright, all rights in relation to inventions (including patents, registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
11. The design must be Your original work and must not infringe anyone else's Intellectual Property Rights. You warrant to Us that Your Application is Your original creation and free from any claims, including copyright or trademark claims, by other persons so that We can use Your design in accordance with these Terms and Conditions.

12. If requested by Us, as a condition of entry, You agree that You will enter into a licence agreement with Us to grant a licence for Us to use all Intellectual Property Rights in Your design for the purpose of advertising the Activity.
13. By applying for this Activity, You permit Us to photograph, promote and share images of the artwork online and in print media.

#### **Assessment**

14. This is a contest of skill, judged on criteria as set out in the EOI. Chance will not play a role in determining the successful Application.
15. The result of the Application process is final, and no correspondence will be entered into.

#### **Successful applicant**

16. There will be one successful applicant which may be an individual or artist collective.
17. If selected as the successful applicant, We will:
  - notify You by phone and/or email in October/November 2026 (or such other date as We determine)
    - a. provide You with a separate consent form for You to sign to provide Your consent for Your design, first name, image (photo or video, as applicable), to be published by Us, including on:
      - i. Our website and social media channels;
      - ii. In information or advertising about Us;
      - iii. In newsletters or other communications to the public;

#### **General**

18. MSC will be responsible for the physical maintenance of the artwork once installed.
19. After installation, if the artwork is damaged, vandalised, deteriorated or if changes are required, MSC may repair, decommission, relocate or modify the artwork as required. Should modification be required, MSC will consult with the artist prior to commencing work to preserve the original design intent.
20. The successful applicant will be responsible for rectifying any defects or faults to the artwork arising from the design, materials, or workmanship for a period of 24 months following the installation of the artwork, at no cost to VIDA, DTP or MSC.
21. Applicants must not use Aboriginal cultural knowledge, language, stories, symbols, designs or motifs unless they have the appropriate permissions from the relevant Traditional Owner group and can demonstrate those permissions to the project team. Any cultural content must be developed respectfully and in accordance with guidance from the relevant Registered Aboriginal Party. The project team may require changes to, or reject, any proposal that uses cultural material without appropriate permissions.
22. VIDA Roads reserves the right, at any time, to
  - a. cancel all or any part of the Activity at any time
  - b. amend these Terms and Conditions at any time
  - c. verify the validity of Applications and applicants (including an applicant's identity, age and place of residence); and
  - d. disqualify any applicant who:
    - i. submits an Application or design that is not in accordance with these Terms and Conditions; or
    - ii. tampers with the Application process.

23. Failure by VIDA Roads to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. VIDA Roads accepts no responsibility whatsoever for late, misplaced, lost or ineligible final artwork submissions. VIDA Roads will not be liable for any loss or damages whatsoever (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the creation of shortlisted artist's artwork, except for any liability which cannot be excluded by law.

#### **Privacy**

25. VIDA is committed to protecting personal information provided by You in accordance with the principles of the Victorian privacy laws.
26. A reference to 'VIDA' means VIDA and each of the five VIDA Project Offices, being the:
  - a. VIDA Rail;
  - b. VIDA Roads;
  - c. VIDA Metro;
  - d. VIDA Health; and
  - e. VIDA Community Safety.
27. This privacy statement explains how VIDA handles the information we receive about You when You engage with this Activity managed by VIDA Roads.
28. VIDA Roads collects Your personal information to:
  - a. Facilitate the administration of the Activity;
  - b. Verify the eligibility and identity of the successful applicant; and
  - c. Contact You in relation to the Activity.
29. The collected personal information may be disclosed to:
  - a. Our employees involved in organising and facilitating the Activity;
  - b. Third-party providers assisting with the administration of the Activity.
  - c. Other public sector organisations, Ministers and Cabinet Committees;
  - d. Others who need access to it as part of their duties for the reasons set out above; or
  - e. Otherwise where permitted by law.
30. By entering this Activity, You acknowledge and agree We may publicise, broadcast and communicate to the public Your first name, image, and design, including on:
  - a. Our websites and social media channels;
  - b. In information or advertising about Us;
  - c. In newsletters or other communications to the public;

31. Ordinarily, we only collect Your sensitive information or health information for the purposes of project engagement and if You consent to the collection. However, in limited situations we do not need Your consent, such as if the collection is required or authorised under law. Please take care not to include any sensitive information or health information in Your response, except where we have specifically requested it. In this case, we may collect information as to Wurundjeri and First Nation status. If You provide this information, we request You provide written consent for VIDA Roads to collect this information. The terms 'personal information', 'sensitive information' and 'health information' are explained under the [Commonly used words](#) section of our Privacy Policy.
32. Personal information collected, used and disclosed in connection with the Activity is subject to VIDA's Privacy Policy, available at <https://bigbuild.vic.gov.au/privacy>