

non-compliant

GENERAL

Non-compliant is an independent, curated, quarterly publication available on-line and in-print.

Each issue will include contributions from various cultural producers; we welcome submissions from ANY type of artists or writers!

Each issue of NC will be curated for a specific topic and an accompanying title sentence as a prompt- you may respond to any aspect of the topic or title.

Future topics are listed on the contributions page for you to start planning and creating!

- 1 Submissions for each topic will only be accepted during the time period noted for that specific topic. If a submission is received for a specific topic outside of it's designated dates it will not be accepted.
- 2 There is NO fee for artists/writers to submit.
- 3 The entrant indemnifies Non-compliant and it's owners against any claim, legal or otherwise, that may arise out of publication of works. Non-compliant reserves the right to take legal action against anyone found to have breached these Terms and Conditions.
- 4 Non-compliant reserves the right to disqualify any entry deemed to be in breach of the Terms and Conditions.
- 5 By entering images into this competition the entrant guarantees to Non-compliant that all of the Terms and Conditions have been met. Any entry found to breach these Terms and Conditions will not be considered.
- 6 Each contributor MUST promote on their social media platforms their involvement in the publication, leading up to & after the Issue has been launched or they WILL lose their profit share.
- 7 Once a contribution acceptance email is sent out, it is assumed you are happy to be in the current issue & agree to all the stated T&C's, unless we hear otherwise.

COPYRIGHT

- 1 The entrant must be the writer/creator of all elements in their submitted works.
 - For photographic/digital works: Any post-production and editing must be the work of the entrant.
 - For 3D works including sculpture/wearable art/tattoo art: A third party photographer may be used to document the works. Full attribution must be provided.
 - For written works: Using quotes and references is encouraged, please use Chicago-footnote and end note style of referencing.
- 2 Entrants retain copyright of their works. The entrant provides Non-compliant and it's owners an unlimited-use authorisation to display, print, and distribute their works for the purpose of promoting Non-compliant and it's quarterly publication. All works will be credited with the name of the artist/writer if used by Non-compliant in any promotion. This point applies only to use in the quarterly publication and it's promotion. Any additional merchandise created by Non-compliant will NOT use any artists work unless an additional licencing agreement is created between the artist and Non-compliant.
- 3 Works may have been previously published, however, for visual arts and written works it is our preference that works have not yet been published in full, including on social media platforms - we understand this is not a realistic expectation for things like films, performance pieces or older works.

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ELIGIBILITY

- 1 Submission to Non-compliant is open to all Australian and international artists and writers
- 2 There is NO date requirement for when the works were created/completed. Works submitted may have been completed at any time.
- 3 Submission will only be accepted if each submission follows the guidelines set out for each type of submission, the guidelines for each type are noted in the applicable submission form.
- 4 You may submit more than one body of work in more than one category, to be considered for several submissions, each submission must be submitted via it's own form.

CURATION

- 1 The curator's decisions are final and no further correspondence will be entered into.
- 2 The layout and cropping will be determined by the editor/curator & graphic designer. At times this may involve edited words, crops of your work, highlighted sections or words, or it may involve some NC branding as an overlay. A contribution submission is taken as agreement to this term.

EQUAL PROFIT SHARE FOR ALL CONTRIBUTORS

Every single contributor, including Non-compliant co-creators and curators, Angelique Joy and Brent Leideritz, will receive an equal share of the profit from the sale of each and every copy!

To start with, that wont be much, but we hope, in time, that will be a fair component for each contributor.

Leveraging 'print on demand' availability and some incredible pay equity concepts from the tech world, we feel the pay structure is a really important part of remaining non-compliant and a positive/fair way to get this little publication off the ground without being beholden to a grant/donor and the compliance they may expect from us.

The following T&C's apply to the NC Equal profit share

- 1 A 'NC contributor' is defined as an artist/writer that has an accepted submission that will be published in Non-compliant quarterly. Where collaborative groups have submitted a work to Non-compliant they will be considered as a single 'NC contributor'. Non-compliant co-creators and curators, Angelique Joy and Brent Leideritz, will each be considered a NC contributor.
- 2 Every NC issue will have approximately 20 'NC contributors'.
- 3 'Profit' will be defined as any money received over and above the wholesale print cost of a Non-compliant issue.
- 4 Equal profit share is applicable during the time the issue is initially available, each issue will be available to purchase for a three (3) month period from it's release.
- 5 At the end of the three-month period, the total profit from the sales of that issue will be tallied and equally divided between the NC contributors of that issue.
- 6 The NC contributor division process will be a completely transparent process- every NC contributor, at the end of the quarter, will receive a notification of exactly how many issues were sold during the quarter, what the wholesale costs were, what the total profit amounted to, how many NC contributors that issue contained and the exact dollar figure in AUD that each NC contributor will receive.
- 7 Equal share of the profit will be given to every NC contributor irrespective of the size/type of their contribution.
- 8 Equal profit share for all NC contributors ONLY applies to in-print and online sales of the issue they were a NC contributor for and ONLY for the first three (3) months the issue is initially available for.
- 9 Monies due to each NC contributor will be sent, in most cases, via Paypal.