

## **Terms & Conditions REMAINS TO BE SEEN**

### **GEORGIA BANKS (The Artist)**

- 1. Remains To Be Seen will only accept applications submitted online.**
- 2. There is no limit to the number of times you may apply for Remains To Be Seen.**
- 3. Application process may be updated at the discretion of The Artist.**
- 4. Applicants must be either Australian Citizens or resident in Australia for a minimum of 2 years.**
- 5. Applicants must be over the age of 18 upon date of submission**
- 6. You (being The Applicant) must complete all parts of the application and provide answers that are accurate and truthful. Producer will reject any application that is not completed by you or that has been completed and/or submitted on your behalf.**
- 7. You should not contact The Artist regarding the status of your application. The successful applicant will be announced at the event of The Artist's passing. If you are the successful applicant you will be contacted accordingly. Unsuccessful applicants will not be contacted.**
- 8. The selection of the successful applicant will be made at the sole discretion of The Artist.**
- 9. You must ensure that if successful you are able to take part in Remains To Be Seen. These responsibilities may include but are not limited to:**
  - (a) Obituaries and funeral notices**
  - (b) Funeral location**
  - (c) Performers / speakers to take part in the funeral**
  - (d) Funeral guests**
  - (e) The Artist's appearance (hair, cloths, makeup etc)**
  - (f) In the case that The Artist is buried:**

**i Location of the burial**

**ii The appearance of the casket**

**(g) In the case that The Artist is cremated**

**i Location of the cremation**

**ii How the ashes are used (scattered, exhibited, turned into a diamond etc)**

**10. The successful applicant is authorised to record and document all and any undertakings pertaining to the organisation and undertaking of The Artist's funeral, and has the right to exhibit and display said documents in national institutions, international institutions, and online. The successful applicant is authorised to monetise said documentation in accordance with state intellectual property laws.**

**11. The above term is only in effect under the stipulation that The Artist's name (GEORGIA BANKS) be included in all media (including but not limited to didactics, essays, room sheets, conference presentations) alongside any work produced from this undertaking**

**12. Remains To Be Seen is not responsible for any legal considerations pertaining to your undertakings. If your funeral plans are not legal you are responsible for all and any legal ramifications of the funeral. The Artist will not be considering legalities when selecting a successful application. This is solely the responsibility of the successful applicant.**

**13. You hereby acknowledge that:**

**(a) you are aware of the potential risks associated with participating in Remains To Be Seen and acknowledge that there is the potential for it to be both physically and emotionally demanding; and**

**(b) you will answer all of the questions in the application form fully, honestly and accurately and you confirm that you have not misled or attempted to mislead the Producer in any way as to your identity or experiences in any other way.**

**(c) the information given in the application form (excluding contact details) is hereby the intellectual property of The Artist. The Artist or their licensees may use disseminate this information throughout the world in perpetuity in all media at their discretion**

**(d) you waive any moral rights in or to the data collected in this application process (excluding contact details)**

**18. To the maximum extent permitted by law, You hereby discharge, waive, and release The Artist from any claims, demands or liability of**

**any kind whatsoever, including without limitation, those grounded upon alleged violation of, or interference with, privacy, any accident, illness or injury, or in respect of any footage/recording made of you, or arising in connection with your participation in the casting for and/or production of the Programme (including in relation to the use of any materials provided by me in the Programme). Without limiting the foregoing and to the maximum extent permitted by law, I agree that my remedies in relation to my participation casting for and/or production of the Programme are limited to the right to recover damages at law and the Producer's cumulative aggregate liability to me in relation to my participation in the casting for and/or production of the Programme will not exceed \$1,000.**

**20. These Terms and Conditions are governed by the laws of Victoria.**