

Moreton Bay Art Prize Terms and Conditions

Please read these terms and conditions carefully before applying to enter the Moreton Bay Art Prize.

Entering the Moreton Bay Art Prize constitutes your acceptance of these terms and conditions.

1. Definitions

For the purpose of interpreting these terms and conditions, the following terms will have the corresponding meanings:

“Art Prize” means the Moreton Bay Art Prize conducted by Council exhibited annually at Pine Rivers Art Gallery.

“Banner” means the vinyl banners that artwork will be printed on and installed on Council infrastructure for the Outdoor Gallery.

“Chief Executive Officer” means the chief executive officer of Council or a person acting in that position.

“Collection Date” means the date set out in clause 7(a).

“Council” means Moreton Bay City Council, and where the context permits, includes an authorised officer of Council.

“Entrant” means a person who submits artwork as part of the Art Prize.

“Exhibition Period” means the date the artwork is delivered to the Gallery for the Art Prize up until the Collection Date.

“Force Majeure Event” means any circumstance beyond the reasonable control of a party which results in that party being unable to perform an obligation on time, and includes, but is not limited to:

- a) Natural events like fire, storm, flood, landslide, washaway or earthquake.
- b) National emergency.
- c) Terrorist act or war.
- d) An order of any court.

“Gallery” means either the Pine Rivers Art Gallery, or other venue as specified by Council to the Entrant from time to time.

“Judge” means an appropriately qualified arts professional.

“Licence Fee” means a \$200 + GST fee paid to each finalist of the Outdoor Gallery.

“City of Moreton Bay area” means the suburbs within the City of Moreton Bay local government boundary as specified on Council’s website at:

www.moretonbay.qld.gov.au/files/assets/public/council/printable-map-of-region.pdf

“Outdoor Gallery” means the outdoor exhibition opportunity being offered in the Moreton Bay Art Prize.

2. Eligibility Criteria

- a) All Entrants must be 18 years or over to enter the Art Prize.
- b) Entrants must currently reside in the City of Moreton Bay local government area upon entering the Art Prize , or identify as a Kabi Kabi, Turrbal or Jinibara First Nations person residing in Australia.
- c) All artworks entered into the Art Prize must be:
 - i. Original;
 - ii. Created within the previous 24 months of entering;
 - iii. Solely the work of the Entrant and not infringe the copyright of a third party;
 - iv. Not executed in a tutored class;
 - v. Not commissioned or exhibited by Council within the previous 24 months of entering;
 - vi. Weigh no more than 10 kg if it is to be wall mounted;
 - vii. Licenced to Council for purposes related to the Art Prize exclusively and irrevocably for the Exhibition Period under all circumstances;
 - viii. Free standing or wall mountable using D-rings. There is no provision for ceiling suspension; and
 - ix: Available to be installed and exhibited by Council for the duration of the Exhibition Period.
- d) All artworks entered into the Outdoor Gallery must be:
 - i. Original;
 - ii. Solely the work of the Entrant;
 - iii. Not executed in a tutored class;
 - iv. High resolution jpg or pdf file to fit print size 320cm x 100cm. Files that do not fit the print size may need to be cropped prior to printing.
 - v Licenced to Council for purposes related to the Art Prize exclusively and irrevocably until the end of the Outdoor Gallery display on 7 July 2024 and repurposing of the printed banners into beach mats or other items.
- e) No alterations to artwork, title or statement are to be made after submission.
- f) The copyright in artwork remains with the Entrant, however Council maintains the right to use the image in promotion of the Art Prize and/or the Outdoor Gallery present and future. Council reserves the right to reproduce the work/s or parts thereof for the purpose of publicity, critical review or archival reference, in hard copy or digital/web formats. Entry of an artwork constitutes the Entrant's permission for such reproduction free of charge.

3. Additional information

- a) There are no size restrictions on artwork.
- b) Outdoor banner vinyl size is 400cm x 100cm including Moreton Bay Art Prize branding. Artist's names and artwork titles will not be printed on the outdoor banners. Attributions will be published on the Outdoor Gallery webpage, marketing collateral and upcycled product swing tags.
- c) Council reserves the right to decline to exhibit any work which cannot be exhibited safely (e.g. bulk, fragility, weight or dangerous nature).
- d) An Entrant can only submit one artwork into the Art Prize and one artwork into the Outdoor Gallery. If entering into both the Art Prize and Outdoor Gallery two different artworks must be submitted.
- e) If Council reasonably believes, at any time, whether before or after the expiration or termination of these terms & conditions, that an Entrant has breached any of these terms & conditions, that Entrant will be liable to repay to Council any prize money which they received as a result of their entry into the Art Prize within 30 days of such demand by Council. If this amount is not repaid to Council within the said time, Council may recover the amount as a liquidated debt in a court of competent jurisdiction.
- f) Council reserves the right to waive or modify any of these terms and conditions if it forms the reasonable belief that this action is justified given the extreme or exceptional circumstances of the Entrant. Such waiver or modification must be evidenced in writing from Council to the Entrant in order for it to be effective at law.
- g) Neither Council nor the Entrant will be liable for non-compliance with any of these terms and conditions in the case of a Force Majeure Event.
- h) Council retains ownership of all printed banners for the Outdoor Gallery and any items repurposed from this material and not the original artwork file.
- i) Council reserves the right to edit information which the Entrant provides to Council in relation to the artwork where Council deems it appropriate to do so i.e. to provide a more succinct artwork statement.
- j) Council is permitted to photograph and reproduce the artwork for registration, insurance, education, critical review and archival purposes.

4. Application closing date

- a) Applications must be received by Council no later than 11.59pm on 20 April 2024 AEST (Queensland time).
- b) Council reserves the right not to accept any entries which do not comply with these terms and conditions, which is determinable by Council at its sole discretion.

5. Judging and prize – Art Prize

- a) All artworks which qualify for entry into the Art Prize will be shortlisted by a pre-selection panel from which 20 - 50 finalists will be selected for exhibition into the Art Prize.
- b) Artworks will be shortlisted by a professional panel based on selection criteria including concept, workmanship and originality.
- c) An independent Judge will be appointed from outside the City of Moreton Bay area to judge the Art Prize.
- d) The judge will select a first-place prize of \$5,000, a second-place prize of \$3,000, and a third-place prize of \$1,500.
- e) Council reserves the right to withhold any prize money if, in the Judge's opinion, artworks are not of a sufficient standard to represent a value for money investment for Council, acting on behalf of residents of the City of Moreton Bay.
- f) Council reserves the right to disqualify or reclassify any artwork which, in the Judge's opinion, is copied or otherwise infringes any laws or these terms and conditions. The pre-selection panel and the Judge's decision is final and no appealing of any such decision is possible. No correspondence will be entered into in relation to the decision.
- g) During the exhibition dates of the Art Prize, visitors to the Gallery will be able to vote for a People's Choice prize winner. Votes will be counted at the end of the exhibition duration and the artwork with the most votes will receive the People's Choice prize of \$500.
- h) Names of the Art Prize winners will be published on Council's website and in any associated marketing and promotion of the Art Prize.
- i) Prize money will be paid via EFT into the nominated bank account of the Art Prize winners by Council within one month of Council receiving accurate bank account details from the winners.

5.1 Judging and prize – Outdoor Gallery

- a) All eligible entries for the Outdoor Gallery will be judged by a pre-selection panel from which 20 finalists will be shortlisted.
- b) Six finalists will be chosen by an independent Judge from outside of the City of Moreton Bay area based on selection criteria including concept, workmanship, suitability for scale and originality.
- c) Each finalist of the Outdoor Gallery will be given printing service of their artwork on two vinyl banners that will be displayed in locations determined by Council.
- d) Upon completion of the Outdoor Gallery display, each finalist of the Outdoor Gallery will receive one outdoor mat made from the vinyl banners and a licence fee of \$200. The vinyl banners will be cut up and stitched into outdoor mats or other items.
- e) Council reserves the right to withhold any prize if, in the Judge's opinion, entries are not of a sufficient standard to represent a value for money investment for Council, acting on behalf of residents of the City of Moreton Bay.
- f) In the case of extreme winds and storms, banners will be moved to another location or removed for public safety.

6. Timelines and correspondence – Art Prize

- a) Entry into the Art Prize is made online through the Council website.
- b) By submitting an application, the Entrant is consenting to Council's use of their personal information for the purposes of processing an entry into the Art Prize including notifying Entrants of the outcome of their entry in the Art Prize.
- c) Entrants will receive confirmation of selection for the exhibition by 3 May 2024.
- d) Failure to confirm acceptance into the exhibition or non-delivery of artwork will result in artwork being withdrawn from the exhibition.
- e) The prize-winning Entrants will be announced at an event held during the Art Prize exhibition.
- f) All communication will be via email correspondence and all Entrants must keep Council updated of any email or contact detail changes if they wish to receive any correspondence in relation to the Art Prize.

6.1. Timelines and correspondence – Outdoor Gallery

- a) Entry into the Outdoor Gallery is made online through the Council website.
- b) By submitting an entry, the Entrant is consenting to Council's use of their personal information for the purposes of processing an entry into the Outdoor Gallery including notifying Entrants of the outcome of their entry in the Outdoor Gallery.
- c) Entrants will receive confirmation of selection for the Outdoor Gallery by 3 May 2024.
- d) Failure to confirm acceptance into the Outdoor Gallery will result in artwork being withdrawn from exhibition.
- e) The final selected Entrants will be announced at an event held during the Art Prize exhibition.
- f) Outdoor Gallery will be displayed on pre-selected outdoor infrastructure with placement determined by Council from **3 June 2024 until 7 July 2024**.
- g) All communication will be via email correspondence and all Entrants must keep Council updated of any email or contact detail changes if they wish to receive any correspondence in relation to the Outdoor Gallery.

7. Delivery and collection of finalists' artwork for the exhibition (excludes Outdoor Gallery artworks)

- a) All Entrants are responsible for the delivery and collection of their artworks to and from the Gallery in accordance with the following information:

Personal Delivery: 15 June 2024 to Pine Rivers Art Gallery, 130-134 Gympie Rd,
Strathpine QLD 4500

Time: Between 10.30am – 4pm

Please note:

- You may be asked for proof of age upon submission
- Late deliveries will not be accepted

Collection in person: 3 August 2024 ('Collection Date')

Time: 4.00pm - 6.00pm

Location: Pine Rivers Art Gallery

130-134 Gympie Rd, Strathpine QLD 4500

- b) Artworks will only be released to an Entrant upon proof of identification. A driver's license or passport will be accepted as identification.
- c) Entrants can choose to have their artwork couriered or delivered/collected in person/via agent, but Council reserves the right to not accept or release artwork to any person who is not the Entrant, without the Entrant's express written permission.
- d) If the artwork is not collected for a period of 10 business days after the Collection Date, the Entrant is taken to have vested all title in the artwork to Council who may then deal with or dispose of the artwork at Council's discretion.
- e) Forward and return freight is the responsibility of the Entrant to arrange and pay direct to the courier or transport company. Artworks not received by the specified delivery date will not be judged or exhibited. When return freight has not been organised, Council accepts no responsibility for the storage or transportation of such artworks.

8. Property

- a) The Entrant must be the sole unencumbered owner of the artwork, free from any claims and has the right to enter the Art Prize.

9. Care of artwork in the Gallery

- a) The Entrant submits the artwork to Council as part of the Art Prize at the risk of the Entrant.
- b) The Entrant must complete a condition report for each artwork upon delivery of the artwork to the Gallery.
- c) Council will insure the artwork for the Exhibition Period and any approved waiting period before artwork collection, to an agreed value.
- d) Council will provide suitably qualified staff to assist with the packing, handling and installation of the artwork in an appropriate environment.

- e) Council will take into consideration any instructions by the Entrant for the packing, handling and installation of the artwork.
- f) Council staff will handle the artwork with due care to ensure protection against loss or damage and should loss or damage occur, Council will inform the Entrant.

10. Dispute Resolution

- a) Entrants agree that any dispute arising between the Entrant and Council in relation to these terms and conditions will be dealt with as follows:
 - i. The Entrant will notify Council in writing of the nature of the dispute.
 - ii. The Entrant and Council will attempt to resolve the dispute via negotiation in good faith.
 - iii. If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chief Executive Officer.
 - iv. the decision of the Chief Executive Officer will be binding on both the Entrant and Council.
 - v. the decision of the Chief Executive Officer will be given to the Entrant in writing.
 - vi. at all times during the dispute resolution process, the Chief Executive Officer must act in accordance with the principles of natural justice and fairness.

11. General

- a) These terms and conditions will be effective from the date upon which the Entrant enters the Art Prize up to the date upon which the Art Prize and any related exhibition (including the Outdoor Gallery) ends, however, any of these terms and conditions which are capable of having effect following the completion, termination or expiration of the terms and conditions (including without limitation, warranties, releases and indemnities) will remain in full force.
- b) These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of Queensland.
- c) In the event that any of these terms and conditions are declared invalid, such a term and condition will be severed from this document and the remainder of the terms and conditions will continue to operate in full force and effect.
- d) The Entrant acknowledges that they have had the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.
- e) These terms and conditions supersede any prior agreement between the Entrant and Council.
- f) Council reserves the right to update these terms and conditions at any time.

