

# MUSWELLBROOK ART PRIZE TERMS OF ENTRY

## PRIZE

1. The Muswellbrook Art Prize ("Prize") is an annual art competition administered by the Muswellbrook Regional Arts Centre ("Centre").
2. One Acquisitive Prize will be awarded for each of the three Prize sections:
  - a. Painting (value \$50,000)
  - b. Works on Paper (value \$10,000)
  - c. Ceramics (value \$10,000)

## ELIGIBILITY

3. Entry to the Prize is open to all persons, aged 16 years and over, residing within Australia for at least a minimum of six months immediately prior to the close of entry to the Prize.
4. Employees of the Muswellbrook Shire Council ("Council"), Selection Panel Members, Adjudicator, and their immediate family members are not eligible to enter.

## ENTRY

5. Muswellbrook Shire Council is committed to protecting your personal information. For information in relation to this, please refer to Council's [Privacy Management Plan](#).
6. By entering the Prize, the Entrant warrants they meet the eligibility requirements, and agree to be bound by the Terms and Conditions, of the Prize.
7. Entrants are responsible for any and all expenses that they incur in entering or as a Finalist or Acquisitive Winner of the Prize. Entrants will not be reimbursed regardless of whether or not they are selected as a Finalist or Acquisitive Winner.
8. All sections of the entry form must be completed to be eligible. Submissions are via the online entry form only.
9. There is no limit to the number of submissions per Entrant; however, each work may be entered in one Prize section only.
10. Each entry is to be accompanied by one work image as a JPEG, PNG, GIF or TIFF file, up to 50MB.
11. Each entry is to be accompanied by a work statement of a maximum of 500 characters in length.
12. Where required by law, the Entrant warrants that they have obtained the written consent of all persons whose likeness appears in a work submitted to the Prize. Where information is disclosed about any person in the work statement, the Entrant must also obtain permission for that information to be used in conjunction with the work. Consent must include the use of the work and work statement by the Prize and the Centre in all media in perpetuity. Where a person is not able to legally give consent (for example, for reasons of age or administration), Entrants are required to obtain the consent of someone who is able to give consent on their behalf. Prize Finalists are required to provide written evidence of consent.
13. An entry fee of \$45.00 (GST inclusive) for each work submitted to the Painting Prize, and \$25.00 (GST inclusive) for each work submitted to the Works on Paper Prize and Ceramics Prize must be paid upon entry.

## WORK

14. There is no specified theme or subject for any section of the Prize.
15. Work must be the original work of the Entrant and not infringe any copyright, moral right or other rights of any person.
16. Work must have been completed in the 12 months immediately prior to the close of entry to the Prize.
17. Work must not have been previously shown at the Centre.

18. All work entered must be for sale. The final sale price must be inclusive of 35% Centre sales commission along with any relevant agent fees and commissions and GST if applicable. For represented Entrants, please advise your gallerist or agent for each entry.
19. Work entered in the Painting Prize or Works on Paper Prize must not exceed an overall measurement of 200cm on any side or 20cm in depth, including the frame. Work entered in the Ceramics Prize must not exceed an overall measurement of 75cm in any direction and a total weight greater than 25kg. Work may consist of more than one part.
20. The primary support material for a work entered in the Works on Paper Prize must be paper or card. Photography is excluded from the Works on Paper Prize. Work submitted to the Ceramics Prize must be constructed primarily of ceramic material.
21. By completing the entry form and making the work available, the Entrant warrants that the work is the sole and unencumbered property of the Entrant and there is no inhibition or restriction upon title passing to the Muswellbrook Shire Council ("Council") in the event the work is a winning work.
22. On payment of Prize monies, the winning work of each Prize section will become the absolute property of Council and enter the Muswellbrook Shire Art Collection.

## SELECTION OF FINALISTS

23. Images of works will be viewed by the Selection Panel who will select the Finalists for each Prize. The decisions of the Selection Panel shall be final, and no communication will be entered into regarding such decisions, inclusive of feedback.
24. Images of works will be judged with respect to the following guiding principles of artistic expression:
  - a. Aesthetic value
  - b. Design, composition and visual elements
  - c. Selection and application of materials
  - d. Skill and technique
  - e. Creativity and originality
  - f. Concept
  - g. Fulfilled intent
  - h. Integration of materials, technique and expression
  - i. Presentation
  - j. Satisfies the requirements of the [Muswellbrook Shire Art Collection Policy](#)
25. Finalists will be notified via, and published on, the relevant Centre-managed forum(s) consistent with the manner in which the Prize entry and promotion has been conducted.

## FINALIST WORKS

26. Finalists work must be delivered during opening hours to the Centre by the date nominated by the Centre.
27. A valid ABN or Statement by a Supplier form is required with the supply of Finalists work where an ABN has not been previously provided.
28. Work must be ready for hanging. Framed work must be supplied with D-rings or L-hooks. Unframed work must be left unmounted for pinning. Council reserves the right to alter a work's hanging system to suit the Centre's hanging system.
29. The greatest possible care will be taken of all work submitted; however, Council does not accept any liability for the loss or damage of any work howsoever caused. Work shall at all times be at the sole risk of the Finalist.
30. Every effort will be made to exhibit all Finalist works; however, Council is not bound to exhibit any entry. The exhibition of works shall be at the absolute discretion of Council, which may take into account the recommendation of the Selection Panel and the Adjudicator. No reasons will be

given, or communication entered into with regard to the Selection Panel's and the Adjudicator's recommendation or Council's decision.

31. Finalists are expected to pay all charges involved in the despatch of works to and return from the Centre. All Finalists shall arrange adequate insurance for their works in transit to and from the Centre.

## COPYRIGHT

32. Finalists must allow use of the work and work statement by the Prize and the Centre in all media in perpetuity. All necessary acknowledgements of authorship will be duly made. Copyright of the work and work statement will remain the property of the Finalist.

## ACCOUNTING

33. Within 14 days of being notified by the Centre that a work has been sold and paid in full by the purchaser, or acquired by the Council, the Finalist will issue the Centre with a valid tax invoice to allow the proceeds of the sale to be paid to the Finalist.
34. The proceeds of sale or acquisition of any work will be remitted to the Finalist within 30 days of close of the exhibition, less any fees and charges owing by the Finalist to the Centre including the Centre's commission and irrespective of whether any fees and charges related to the work sold or acquired.

## ADJUDICATION

35. The Acquisitive Prize Winners are selected by the Adjudicator. The decisions of the Adjudicator shall be final, and no communication will be entered into regarding such decisions, inclusive of feedback. Works will be judged with respect to the guiding principles of artistic expression specified in clause 25 of these Terms and Conditions.
36. The Acquisitive Prize Winners will be notified via, and published on, the relevant Centre-managed forum(s) consistent with the manner in which the Prize entry and promotion has been conducted.

## COLLECTION OF WORK

37. Following close of the exhibition, unsold works must be collected during opening hours by the Finalist or their agent by no later than the date nominated by the Centre, acting reasonably. Finalists acknowledge that works uncollected by the nominated date will be managed in accordance with the [Uncollected Goods Act](#).