

# VIOLA BROMLEY ART PRIZE TERMS OF ENTRY

## PRIZE

1. The Viola Bromley Art Prize ("Prize") is an annual art competition administered by the Muswellbrook Regional Arts Centre ("Centre").
2. One Non-Acquisitive Prize will be awarded for each of the four Prize sections:
  - a. Painting (value \$500)
  - b. Works on Paper (value \$500)
  - c. Sculpture (value \$500)
  - d. Photography (value \$500)
3. One Acquisitive Prize, valued at \$2,000, will be awarded to one of the four Section Prize winners, in addition to their \$500 prize.

## ELIGIBILITY

4. Entry to the Prize is open to all persons, aged 16 years and over, residing within the Muswellbrook, Singleton and Upper Hunter Shires.
5. Employees of the Muswellbrook Shire Council ("Council"), Adjudicator, and their immediate family members are not eligible to enter.

## ENTRY

6. Muswellbrook Shire Council is committed to protecting your personal information. For information in relation to this, please refer to Council's [Privacy Statement](#).
7. 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.
8. Entrants are responsible for any and all expenses that they incur in entering or as an Acquisitive Winner of the Prize. Entrants will not be reimbursed regardless of whether or not they are selected as an Acquisitive Winner.
9. All sections of the entry form must be completed to be eligible. Submissions are via the online entry form only.
10. There is a limit of four submissions per Entrant to the Prize.
11. 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. Consent must include the use of the work 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. Entrants are required to provide written evidence of consent.
12. An entry fee of \$20.00 (GST inclusive) for each work submitted must be paid upon entry.

## WORK

13. There is no specified theme or subject for any section of the Prize.
14. Work must be the original work of the Entrant and not infringe any copyright, moral right or other rights of any person.
15. Work must have been completed in the 12 months immediately prior to the close of entry to the Prize.
16. Work must not have been previously shown at the Centre.
17. 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.
18. Work to be installed on a wall must not exceed an installed measurement of 200cm on any side or 20cm in depth. Work to be installed on a plinth must not exceed an installed measurement of

75cm in any direction. Work may consist of more than one part. Each part must not exceed a weight of 25kg.

19. Work entered in the Painting Prize, Works on Paper Prize or Photography Prize must not exceed an overall measurement of 200cm on any side or 20cm in depth, including the frame. Work entered in the Sculpture 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.
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.

## EXHIBITION OF WORK

23. Work must be delivered during opening hours to the Centre by the date nominated by the Centre.
24. A valid ABN or Statement by a Supplier form is required with the supply of work where an ABN has not been previously provided.
25. 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.
26. 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 Entrant.
27. Every effort will be made to exhibit all Entrant 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 Adjudicator. No reasons will be given, or communication entered into with regard to the Adjudicator's recommendation or Council's decision.
28. Entrants are expected to pay all charges involved in the despatch of works to and return from the Centre. All Entrants shall arrange adequate insurance for their works in transit to and from the Centre.

## COPYRIGHT

29. Artists must allow their work and work statement to be reproduced by print and electronic media for the purpose of promotion of the Prize and the Centre. All necessary acknowledgements of authorship will be duly made. Copyright of the work and work statement will remain the property of the Artist.

## ACCOUNTING

30. 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 Artist will issue the Centre with a valid tax invoice to allow the proceeds of the sale to be paid to the Artist.
31. The proceeds of sale or acquisition of any work will be remitted to the Artist within 30 days of close of the exhibition, less any fees and charges owing by the Artist to the Centre including the Centre's commission and irrespective of whether any fees and charges related to the work sold or acquired.

## ADJUDICATION

32. 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 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 Regional Arts Centre Management Policy](#)
33. 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

34. Following close of the exhibition, unsold works must be collected during opening hours by the Artist or their agent by no later than the date nominated by the Centre, acting reasonably. Entrants acknowledge that works uncollected by the nominated date will be managed in accordance with the [Uncollected Goods Act](#). A storage fee of \$20.00 per day (GST inclusive) will be charged for any works not collected by the nominated date.