

TERMS AND CONDITIONS

Emerging Artist Award

1. Definition

The City of South Perth Emerging Artist Award ('the Award') and Exhibition ('the Exhibition') is an art competition that offers the entrant ('the Artist') a chance to become a finalist where they can go on to publicly display their entry ('the Artwork') and have the chance to win prizes and/or sell the Artwork entered.

2. Residency

The Artist must be a resident of Western Australia at the time of submitting the Entry Form.

3. Parental consent

If the Artist is under 18 years of age, they must obtain parental/guardian permission to enter.

4. Eligibility – standard entry

An Artist is automatically eligible for entry in the Award if they

- (a) are at least of secondary school age and no older than 25 years of age on the date entries close for the Award; or
- (b) are currently enrolled in a recognised tertiary qualificationⁱ in visual or fine arts; or
- (c) are a graduate of a recognised tertiary qualificationⁱⁱ in visual or fine arts within the last five years; or

- (d) can demonstrate that they are in the first five years of professional art practice.

5. Alternative entry

If an Artist cannot meet one of the automatic eligibility requirements, they may still be eligible to enter the Award via alternative entry if they meet the requirements at Section 6 (a)-(d).

6. Eligibility – alternative entry

An Artist will be deemedⁱⁱⁱ eligible for entry if, at the date entries close for the Award, they

- (a) have not had a significant exhibition of artwork/s in a commercial^{iv} or public gallery^v where the space has not been rented by the Artist;
- (b) have not received, or been selected to receive, a significant award, grant (including residency) or commission for artwork/s or art practice.^{vi};
- (c) have not had artwork/s acquired by a public, institutional, corporate or significant private collection^{vii}; and
- (d) do not earn 50 per cent or more of their income from the sale of artworks, or on the basis of a recognised expertise as an artist.^{viii}

7. Collaboration

- (a) Where the Artwork is created as a collaboration between two or more artists, all contributors must meet the eligibility requirements.
- (b) All contributors must be identified and acknowledged in the entry submission.

8. Artist will only rely on Entry Form for submission requirements
 - (a) An Artist will only rely on the Entry Form in respect of submission requirements, including the Award categories or required attachments except the Entry Form.
 - (b) Any other information received by the Artist, to the extent that it conflicts with the requirements stated on the Entry Form, whether written or verbal, is not valid.
9. Submitting a valid entry–form, process and disqualification

For entries to be deemed as valid, artists must ensure

 - (a) the Entry is received by the City of South Perth before the date and time entries close, as stated on the Entry Form;
 - (b) the Entry Form has been completed online, including an artist biography (100 words maximum) and artwork statement (100 words maximum);
 - (c) a high-resolution digital image of the entry is supplied as per stated requirements and uploaded using the Entry Form; and
 - (d) the uploaded image file has been named using the naming convention “Emerging_Year_ArtistName.JPEG”.
10. Invalid entries may be disqualified.
 - (a) Entries that are declared invalid by the City of South Perth, or its chosen representatives, due to a failure to meet any of the requirements at section 9 may be disqualified.
 - (b) All disqualification decisions are final and no further discussion will be entered into with the Artist.
 - (c) The Artist agrees to indemnify the City of South Perth and all of its employees against any liability for loss or harm that may be experienced as a result of an entry in, or disqualification from, the Award.
11. Submitting a valid entry–Artwork conditions
 - (a) The Artist may only submit one (1) Artwork for the Award.

- (b) Only the Artist(s) who created the Artwork can enter the Artwork for the Award.
- (c) The Artwork must be an original Artwork, created exclusively by the Artist(s).
- (d) The Artwork must have been created in the previous twelve (12) months before the submission closing date.
- (e) The Artist agrees that by entering the Award, the entered Artwork will be made available to exhibit for the entirety of the Emerging Artist Award Exhibition ('the Exhibition') period.
- (f) The Artwork entered into the Award must be robust^{ix} and able to be displayed for the entire the Exhibition period.
- (g) The Artwork entered into the Award must not be listed for sale elsewhere, including online galleries, social media or any other sales outlets, until the Artwork has been collected at the designated date after the Exhibition.
- (h) The Artwork must be suitable for viewing by all age groups.
- (i) The framing of the Artwork, and all associated costs, where required, is the responsibility of the Artist.

12. Invalid entries may be disqualified

- (a) If an Artwork is identified as having breached the conditions at section 11, the City of South Perth reserves the right to disqualify and/or withdraw an Artwork from the Award and/or the Exhibition.
- (b) All decisions in respect of Artwork suitability for exhibition are final and no discussion will be entered into with entrants or others.

13. Artwork size

- (a) The Artwork must be suitable for the temporary exhibition facility.

- (b) 2D Artwork must not exceed 150cm (H) x 150cm (W) and 15kg in weight, including frame and/or mounts.
- (c) 3D Artwork must not exceed 150cm (H) x 150cm (W) x 150 (D) and 25kg in weight, including and stands or bases.
- (d) Media-based Artwork, such as a video or digital work, must not exceed 150cm (H) x 150cm (W) and 15kg in weight, and may not be longer than 5 minutes in duration.
 - (i) The Artist must supply all devices and materials required to display the Artwork.
 - (ii) If the Media-based Artwork includes an audio component, the Artist must supply headphones.

14. Irregular display requirements

- (a) If the Artwork entered requires specific or complicated display requirements, entrants must contact the City's Arts Officer before submitting an Entry Form.
- (b) An irregular display requirement includes an Artwork that
 - (i) requires a plinth;
 - (ii) has multiple components (2D or 3D); or
 - (iii) is a Media-based Artwork with specific technical requirements.

15. Judging

- (a) All Artworks will be judged on artistic merit by a panel of independent arts industry professionals ('the Panel') selected by the City, except for the People's Choice Award which is voted by the visiting public.
- (b) Judging includes the selection of finalists for the Exhibition and the selection of the Award winners announced at the Exhibition.
- (c) All judging will be conducted as a blind process and identifying information will be excluded from the process where possible.

- (d) All decisions by the Panel in respect of the competition will be final and binding upon each Artist who enters the competition.
- (e) The Panel may choose to not award any or all of the Awards if, at its sole discretion, none of the Artworks satisfy the standard for the relevant award categories.
- (f) No communication about the judging process will be entered into with any Artist.
- (g) The winner/s of each Award will be announced at a special event to open the Exhibition and online via the City's communication channels.
- (h) The Artist is required to nominate on the Entry Form, which Award Categories they are eligible to enter.
- (i) Eligibility requirements for each category are outlined on the Entry Form and the Entry Form is the exclusive source of information to be relied upon in respect of eligibility requirements for each Award Category.
- (j) Any qualified and eligible Artwork featured in the Exhibition will be considered for the Emerging Artist Award and the People's Choice Award.

16. Right to disqualify vote count if suspected fraudulent voting

The City reserves the right to disqualify any People's Choice Award vote count it deems not genuine or suspects may be fraudulent.

17. Award not acquisitive and no guarantee of sale

- (a) The Award is not acquisitive, and no Award category guarantees the purchase of the Artwork by the City of South Perth.
- (b) The City does not guarantee that any Artwork will sell at the Exhibition and the Artist will not rely upon any representation, whether written or verbal, which is made contrary to the Emerging Artist Award Terms and Conditions.

18. Exhibition

- (a) Information about the Artist and Artwork will be produced on exhibition labels.
- (b) This information will be taken from the Entry Form and no changes to this information after an entry is submitted will be accepted.

19. Exhibition fees

- (a) If selected as a finalist, the Artist will be required to pay an Exhibition Fee, as stipulated on the Entry Form.
- (b) Exhibition fees must be paid by the due date specified via email to notify a finalist of their entry status.

20. Exhibition, display and removal at sole discretion of the City

- (a) The Artwork cannot be removed by an Artist prior to the Exhibition completion date, stipulated by the City.
- (b) The Artwork is displayed and may be removed at the sole discretion of the Exhibition curator and/or the City of South Perth.
- (c) The City accepts no responsibility for the visual (or other form of) interpretation of any Artwork that may arise from its inclusion in the Exhibition.

21. Sale requirements

- (a) As a condition of entry, an Artwork that is entered in the Award must be listed for sale, except nominated entries in the Secondary School Artist and Young Artist Award categories.
- (b) Entries in the Secondary School Artist and Young Artist Award categories may choose to make their Artwork not available for sale.
- (c) The Artist agrees that Artwork for sale will
 - (i) be framed and/or mounted in a way that is fit for purchase;

- (ii) attract a commission of 25 per cent, in the event of sale, paid to the City of South Perth;
- (iii) have a set sale price for the entirety of the Exhibition, communicated on the Entry Form, which includes the consideration of sales commission payable, framing costs and any other expenses required to create the Artwork;
- (iv) not to be priced for an amount greater than \$5,000AUD, including any GST (if registered).

22. Collection of sold and unsold Artwork

- (a) The City will contact the Artist if an Artwork has been sold and collection arrangements will be made directly with the purchaser.
- (b) An unsold Artwork will need to be collected at the stipulated date provided by email when the Artist is notified of their finalist status.
- (c) If an Artwork is sold or the Artist wins an Award category, the Artist must provide the City with an Australian Business Number (ABN) or submit a Statement by a Supplier Form (if not already a supplier of the City).
- (d) The Artist must supply an invoice to the City for a sold Artwork to receive payment for the Artwork. The invoice must be for the sale price, less 25 per cent commission, and a proof of bank account must be provided to the City.

23. Intellectual property

- (a) The Artist warrants that the Artwork is their own original work and does not breach any Australian or international copyright laws.
- (b) Any infringement of copyright laws by an Artist will be the sole responsibility of that Artist.

- (c) The Artist will indemnify the City against all losses, liabilities, claims and expenses arising out of or in any way connected to any breach of intellectual property rights in relation to the relevant Artwork.

24. Artist must have permission to use First Nations cultural content

The Artist agrees that should they use stories, traditional imagery and techniques, and other cultural content belonging to a First Nations community as part of an Artwork, they will be able to demonstrate they have received appropriate permission.

25. Right to reasonably use, reproduce and promote the Artwork

The Artist authorises the City to exhibit their Artwork and publish photographs of their Artwork in any publications, online or in print, reasonably determined necessary by the City without compensation, consideration, notice, review or consent where permitted.

26. Insurance and delivery of Artwork

- (a) Insurance of the Artwork, while in transit, is the responsibility of the Artist.
- (b) Once delivered to the City, the Artwork will be insured at the City's expense for loss or damage for the duration of the Exhibition, which includes replacement materials and workmanship to the value nominated by the Artist on the Entry Form to the maximum value of \$5,000.
- (c) This insurance policy and maximum value is subject to change without notice and it is the responsibility of the Artist to confirm the current insurance coverage in place before submitting an entry to the Award.
- (d) Artwork must be delivered to the location stipulated on the Entry Form by the specified closing date and time.
- (e) Artwork not collected by the specified date and time after the Exhibition may be disposed of by the City at its sole discretion.

- (f) It is the Artist's sole responsibility to arrange the delivery and collection of an Artwork.

27. Indemnity

Each Artist will indemnify the City against all losses, liabilities, claims and expenses arising out of or in any way connected to any loss or damage suffered by entry into the Award or the display of their Artwork at the Exhibition, or thereafter.

EXPLANATORY NOTES

ⁱ Recognised by the [Tertiary Education Quality and Standards Agency Act 2011](#) (Cth).

ⁱⁱ Ibid.

ⁱⁱⁱ Where required, the City will determine entrant eligibility with reference to reliable, publicly available information and the information supplied on the Entry Form and provided CV/artist profile. All decisions in respect of entrant eligibility are final and made at the sole discretion of the City of South Perth.

^{iv} A physical or online business that represents and sells the work of artists as their primary business.

^v A gallery or museum, whether privately or publicly owned, that holds public exhibitions of artworks, but is not primarily in the business of selling art.

^{vi} Excluding those specifically for students or young and emerging artists.

^{vii} For example, the collections of government organisations, museums, art galleries, hospitals, universities, churches, and large corporations or private collections with an established public profile

^{viii} For example, as an academic, teacher, workshop facilitator, or similar.

^{ix} Two-dimensional (2D) artworks and their hanging systems must be suitable for hanging on hooks and lines. No wall fixings (pins, nails or screws) are available.