



CONDITIONS OF ENTRY FOR THE 2019 ROTARY ART SPECTACULAR

The Brisbane Rotary Art Spectacular (ABN 80 300 746 542) is organised by the Rotary Club of Brisbane High-Rise Inc. and the Rotary Club of Stones Corner Inc. and the Rotary Club of Hamilton Inc. Should any dispute arise over the meaning of these Conditions, or any issues for which no precedent exists, the matter shall be referred to the Brisbane Rotary Art Spectacular Committee (hereafter referred to as "the Organising Committee"), whose decision will be final. In this document use of the term "Curator" includes the Curator's nominees, such as the Exhibition Coordinator.

1. ENTRY TERMS:

- 1.1 Artists may enter the Art Spectacular by submitting images of their artworks for consideration using the online entry procedure. Conditions of Entry will be attached to the entry form and applicants are required to read and comply with these Conditions. Artworks will be selected by the Curator after viewing the submitted images. Finalists will be invited to enter specified artworks for display at the exhibition venue and/or on the finalist website. These works must be paintings, hand-produced artworks or 3D works (e.g. in brass, ceramic or glass). Artistically produced digital, computer generated or manipulated photographic-based images will be considered.
- 1.2 Each artist may enter a maximum of three (3) original works unless previously agreed with the Curator. Works must not exceed 1.5 metres in height or width. Oversized paintings will be rejected. Should an artwork meet allowable dimensions but exceed the space available for display, the Curator retains the right to not display that work. A multi-panel work (a diptych or triptych) will be accepted as one work but its overall dimensions must be within the allowable maximum size criteria specified. Submitted artworks outside these dimensions will be considered as two or three separate works.
- 1.3 Space limitations may preclude all works selected for display at the exhibition venue from being displayed simultaneously. The display of accepted works will be at the sole discretion of the Curator. Artists whose multi-panel works have been accepted may request a preferred hanging format and a diagram should be provided when submitting artworks for consideration. The organising committee reserves the right to remove sold works from display to provide hanging space for other works.
- 1.4 Artists must submit images of the actual works they wish to enter and each image must be of the entire work, supplied in jpeg format with maximum file size of 1MB per image. The Curator reserves the right to reject any painting that proves to be significantly different to the image originally submitted.
- 1.5 Entry to the show is initiated by the artist completing the online registration procedure by the due date. All required details are to be uploaded online including a current credit or debit card. Confirmation of artworks accepted will be sent to artists after images of the artworks have been reviewed and selected by the curator.
- 1.6 All applicants must have access to an email address, as all communication will be by email only.
- 1.7 All artworks must be original uncopied works of the artist, and must have been completed within the 12 months preceding the issue date of the invitation to submit images, that is 1st February 2019.

- 1.8 All works will be entered for the Best-of-Show Award unless the artist specifically requests otherwise in writing at the time of entering the show. The Best-of-Show prize is \$10,000 and the winner is announced at the Opening Night function. The artwork awarded Best-of-Show is acquisitive to the sponsor of this award. The winning artist forgoes all rights to the Best-of-Show work following awarding of the prize.
- 1.9 All displayed works will automatically be entered for the People's Choice Award, the prize for which is \$1,000. Voting for this award occurs at the Opening Night function (only) and the winner is announced the following day. This award is not acquisitive.
- 1.10 Artists must enter each work into one (only) of the award categories specified in the online registration procedure. A monetary prize is awarded to the winning artist in each category. Winning artists are announced at the Opening Night function. These awards are not acquisitive.
- 1.11 All accepted works must be available for display and sale from the time of acceptance to the close of the show unless decided otherwise by the Organising Committee at its discretion. Substitution of accepted artworks will not be allowed.
- 1.12 At the time of delivery to Central Plaza 1 (refer Section 8 below) 2D artworks must be ready for hanging. They must be suitably framed and must have appropriate strength wire (or durable cord) attached to flush 'D' hangers. Eyehooks are not acceptable due to their potential to damage other works in storage. Stretched canvas works will be accepted as 'framed' provided they have adequate cross-members to ensure rigidity. **Works that do not meet these hanging specifications will be rejected on delivery.**
- 1.13 To avoid confusion and error, pre-printed labels will be provided to artists by the Curator and these must be attached by the artist to the rear of the relevant artworks when delivered to Central Plaza 1. Artworks that are not correctly labelled, will not be accepted.

2. ENTRY FEE:

- 2.1 A non-refundable \$50 entry fee (including GST) per artist must be paid online using a valid debit or credit card (Visa or MasterCard only) when entering the show. Each artist may enter up to three artworks for this single entry fee.
- 2.2 Entries will not be accepted until the entry fee has been received. Confirmation of artworks accepted (for display at CP1 or online only) will be sent to artists after images of the artworks have been reviewed/selected by the Curator.

3. SALE PRICE & COMMISSION:

- 3.1 All accepted works must be available for sale at the show or via the internet. The sale price for each work (including GST where applicable) will be that set by the artist when registering online. In keeping with industry standards, Rotary will retain a commission on each work sold, based on the sale price.
- 3.2 For artworks sold at the art show the following commission will apply:
35% (including GST) of the sale price when the work has been sourced directly from an artist, with the balance payable to the artist; and
30% (including GST) of the sale price when work has been sourced from a third party, with the balance negotiated between the artist and the third party.

The commission payable to the artist will be the same whether the artwork is sold at the exhibition venue or online

- 3.3 Where payment by the purchaser of an artwork is made by credit card (Visa and MasterCard only are accepted) the artist will reimburse the merchant fees and authorises the Organising Committee to deduct such sums (usually approximately 1.25%) from the payment for the sale. Artists may wish to consider this when setting the sale price for their artworks.
- 3.4 Payments from sales will be available to artists (by bank transfer or cheque by mail) within four weeks of the close of the show, with commissions and any fees deducted. A Tax Invoice will be issued for commissions charged.

4. NON-ACCEPTABLE WORK:

- 4.1 The Organising Committee, at the Curator's discretion, reserves the right to withhold artworks from display considered to be non-acceptable for any reason including but not limited to the following: frame damaged, being without suitable frame or hanging wire, incorrectly labelled, oversized, or contrary to the entry guidelines specified in Section 1. Works found to be damaged when delivered by courier or a third party will not be accepted.
- 4.2 The Organising Committee, at the Curator's discretion, reserves the right to remove any works from display at any time during the show.

5. AWARD CONDITIONS:

- 5.1 Prizes are inclusive of GST when presented to GST registered artists. In all cases, a prize winner must supply an appropriate invoice to the organising committee on receipt of the prize.
- 5.2 Any individual piece of artwork is not eligible to win a monetary prize in more than one of the categories judged by the judging panel. However, an artist awarded a prize in one of these judged categories remains eligible to win the People's Choice Award.
- 5.3 All prizes are awarded by the Organising Committee at its sole and absolute discretion and it reserves the right to not award a prize in any category if in the opinion of the judges none of the submitted works meet the standard reasonably expected for that category.

6. JUDGING:

- 6.1 The Organising Committee will appoint the judging panel. The judging panel will advise the Curator of the category prize winners and the Curator will arrange for the winning artists to be notified.
- 6.2 All decisions of the judging panel will be final and no correspondence or discussion of results will be entered into.

7. INSURANCE:

- 7.1 The Organising Committee will exercise due care in handling all artworks but will not accept responsibility for any loss or damage thereto, however caused while in its custody.
- 7.2 For the avoidance of doubt, the Organising Committee is not obliged to affect any insurance policies with respect to the artworks in its custody.
- 7.3 Artists accept all responsibility for their works, including insurance against all risks (including loss, damage, theft) during transit and whilst in the care of the Organising Committee.

8. DELIVERY AND COLLECTION OF ARTWORKS:

- 8.1 **Delivery of artworks:** 2D and 3D artworks are to be delivered to **Central Plaza 1** – corner Creek & Queen Streets Brisbane on **Saturday 11th May 2019 between 9am and 1pm only**. Specific delivery instructions will be provided prior to the event. Any delivery fees incurred are the responsibility of the artist or representing third party. Labels supplied by the Curator must be attached by the artist to 2D works prior to delivery. Protective wrapping of 2D works should be minimised (for transport only) as these works will need to be unwrapped when delivered.
- 8.2 Country and interstate entrants ONLY may arrange for courier delivery of 2D artworks to temporary Brisbane storage in the week preceding the show – refer Section 9.1 below
- 8.3 **Collection of 2D and 3D artworks:** All unsold artworks must be collected from **Central Plaza 1** – corner Creek & Queen Streets Brisbane on **Saturday 18th May 2019 between 9am and 1pm only**. Specific collection instructions will be provided prior to the event. No responsibility will be accepted for unsold works uncollected at the designated collection time.

9. COUNTRY, INTERSTATE AND OVERSEAS ENTRIES:

- 9.1 Country and interstate entrants ONLY may arrange for courier delivery of 2D artworks to temporary Brisbane storage during weekday working hours in the week Monday 6th to Friday 10th May. Arrangements should be made by emailing a request to the Exhibition Coordinator. Artworks not securely wrapped will not be accepted.

9.2 The organising committee will exercise due care in handling all artworks in temporary storage (before and after the show), but will not accept responsibility for any loss or damage thereto, however caused while in its custody. The temporary Brisbane storage provider accepts no responsibility for insurance of artworks while in its care.

9.3 Freight charges (where applicable) are to be met by the artist. Unsold works to be returned to country and interstate artists will be temporarily stored until those artists arrange for their works to be collected by a courier in the week following the show. Relevant artists will be phoned to arrange for their works to be collected.

10. ARTIST'S ABN / GST STATUS:

10.1 Artists must provide their ABN (if applicable) and GST status when registering online. The Organising Committee reserves the right not to accept an entry where no information or incomplete information is provided.

10.2 Completion of the online registration form signifies the artist's acceptance and agreement to all Conditions of Entry and verification that all information provided to the Organising Committee is true and correct.

10.3 Artists are responsible for the GST applicable on gross sales prices and are personally responsible for any and all payments and compliance required by the ATO or GST-related law. So far as these laws and regulations are concerned, the Organising Committee is deemed to be acting as agent for the artist.

11. PUBLICITY

11.1 The artist agrees to grant the Organising Committee the right for all displayed artworks (including internet display) to be reproduced for media promotion for this show and any future art shows, or to be recorded and used for documentation. Copyright will reside solely with the artist.

11.2 The artist agrees to provide the Curator with a written Artist's Profile and grants the Organising Committee approval for use of the information in this profile for publicity and promotional activity.

11.3 The artist agrees to participate in any art show promotional activity when reasonably requested by the Organising Committee.

11.4 The artist agrees to allow Lethbridge Gallery (only) access to the artist's email address for gallery promotional activities.

12. INDEMNITIES:

12.1 The Organising Committee does not accept liability for non-payment of an award if, for reasons beyond the control of the Organising Committee the funding for any award is not available for distribution. The artist indemnifies the Organising Committee against any claims whatsoever in relation to the said awards and wholly releases the Organising Committee from any such claim.

12.2 The artist indemnifies and releases the Organising Committee from claims for any loss, damage, theft or any other claim with respect to the artworks in the custody of the Organising Committee.

13. WARRANTY:

13.1 The artist warrants that each and every artwork is owned by the artist and is an unencumbered original work of art by that artist and fully complies with the Entry Conditions set out in Section 1.7. The artist indemnifies the organising committee of any breach of warranty or any default or defect in any such work.