

## **EcoNetwork Port Stephens - The aRRRRRt Awards: 2022 Terms and Conditions**

These terms and conditions (the “Terms and Conditions”) relate to an art competition entitled the “aRRRRRt Awards”. By entering this competition, you hereby agree to the following terms and warrant to the EcoNetwork Port Stephens (or “us”) that all registration information you submit is truthful and accurate.

### **Promoter**

EcoNetwork Port Stephens is a not-for-profit 100% volunteer-run conservation and advocacy organisation, dedicated to promoting sustainability in our local communities and to protecting the natural environment in our biodiverse Port Stephens region [www.econetworkps.org](http://www.econetworkps.org). Our membership include over 30 affiliated local community groups and businesses, as well as individual members. We work in partnership with our affiliates and other organisations to protect our region’s biodiversity.

### **Purpose**

The annual aRRRRRt awards are a Port Stephens based, non-acquisitive competition for visual media including, but not limited to painting, wearable art, photography, ceramics, textiles, multi-media, printmaking, sculpture, jewellery and other mediums. The award is a key feature of the Sustainable Futures Festival [www.econetworkps.org/sustainable-futures](http://www.econetworkps.org/sustainable-futures)

Judging is based on relevance to theme of supporting sustainable futures and artistic excellence. All funds generated through partnerships, sponsorships, commissions and entry fees (where applicable) are used in the running of the Sustainable Futures Festival and are continuously reinvested to encourage artistic endeavour and sustainable ways of living into the future.

The annual aRRRRRt Awards are established to:

- Share creative ways of highlighting the importance of sustainability
- Promote culturally diverse artistic endeavours
- Showcase the talent of Port Stephens artists
- Support the artistic education and endeavours of young people
- Nurture the creative development of artists in Port Stephens
- Provide a forum where art can be viewed, critiqued and sold

### **Categories and Prizes**

Judges will select finalist entries from each of the below three categories for exhibition and sale.

A physical exhibition will be held across Port Stephens in the form of an art trail. Exact locations still to be determined. Entrants will be notified once an exhibition location has been confirmed. There is only one winner per category:

- **Open prize** – cash prize of \$500
- **Secondary School prize** – cash prize of \$250
- **Primary School prize** – cash prize of \$250

There is an additional prize – the **People’s Choice Award**

- This is available to finalists only
- Voting for finalist artworks will occur via printed entry forms with voting boxes available at each location along the art trail
- The public voting period is from 8<sup>th</sup> of August 2022 – 2<sup>nd</sup> of September 2022.
- All finalists are required to participate in the People’s Choice Award

### **Eligibility**

To be eligible for all prize categories, artists must be:

- An Australian citizen or permanent resident of Australia; and
- A resident of Port Stephens or surrounding local government areas

In addition, there are the following eligibility requirements:

Judges, officers, committee members, and immediate family members of EcoNetwork Port Stephens are ineligible to participate in this Competition to void a perception of bias.

### **Accepted media**

The submitted artwork:

- Can be in any medium such as visual media including, but not limited to painting, wearable art, photography, ceramics, textiles, multi-media (digital, video, animation), printmaking, sculpture, jewellery and other mediums
- All artworks must be completed within the previous 12-month period, 30 June 2021 to Friday 5<sup>th</sup> August 2022
- The artist shall be responsible for all costs associated with creating the work

### **Entry fees**

- There are no entry fees

### **Entry process**

- Entries open on Sunday 5<sup>th</sup> of June 2022 at 6am

- Entries close on Friday 5<sup>th</sup> August 2022 at 4pm
- Entries can be submitted in person at Visitor Information Centre, Nelson Bay
- Alternative locations can be negotiated by emailing [art@econetworkps.org](mailto:art@econetworkps.org)
- All relevant support materials must be supplied including a high-resolution image in jpg, png, or tiff format
- Artists may enter a maximum of four individual works in the competition
- Artists must state on the entry form how they will collect unsold artworks

## **2022 schedule**

EcoNetwork Port Stephens reserves the right to change competition deadlines and dates due to circumstances beyond its reasonable control such as COVID-19 restrictions. EcoNetwork will notify entrants if there is a change of dates.

- Entries open: Sunday 5<sup>th</sup> of June 2022 at 6am
- Entries close: Friday 5<sup>th</sup> August 2022 at 4pm
- Finalists notified confidentially by email
- Finalists publicly announced by EcoNetwork Port Stephens
- People's Choice opens: 8<sup>th</sup> of August 2022 – 2<sup>nd</sup> of September 2022
- Judging period commences: 8<sup>th</sup> of August 2022 – 2<sup>nd</sup> of September 2022
- Official award ceremony: 11<sup>th</sup> September 2022

## **Judging process**

- The judge(s) shall be appointed by the EcoNetwork Port Stephens in such number and of such qualification as it sees fit at its sole discretion.
- The judge(s) will provide individual scores that can be averaged to produce a single score for each entry.
- If for any reason an announced judge is unable to judge the entries, the entries will be judged by the remaining judges and/or alternate judge.

## **Copyrights**

- All artworks entered by the artist must be new, original uncopied work, and must not infringe the copyright or any other rights of a third party.
- All works must be made solely by the artist and be the property of the artist, and must not have been previously exhibited, showcased on social media or entered in any other competition.
- Artworks entered into the ARRRRRT Awards must be available for sale. To ensure this, all art must not be available for sale through any other forum from the time of entry in this competition until the 11<sup>th</sup> of September 2022 unless returned to the artist.

## **Usage of images**

- All entrants retain the copyright of their works.

- EcoNetwork Port Stephens, third-party partners and promoters are permitted, on a non-exclusive basis, to use photos and descriptions of finalist artworks, acknowledging the artist, for the non-commercial purpose of archiving, advertising, marketing and general publicity, in print and online, of the National Capital Art Prize. Finalists will grant this license for a period of two years. Winners will grant this license to EcoNetwork Port Stephens in perpetuity.
- EcoNetwork Port Stephens will always attribute the artist when exhibiting and reproducing their artwork including but not limited to when promoting or marketing their artwork. Every endeavour will be made to ensure third party promoters and partners do the same for a period of two years.
- When reproducing the artworks, the entire artwork will be reproduced. No changes or alterations will be made to the artworks including to reproductions of the artworks, without the prior written consent of the artist.
- EcoNetwork Port Stephens may also use the artist's photo and biographical information when exhibiting, promoting or marketing their artwork.
- Expected marketing activity includes print, radio, television and social media.

### **First Nations usage of images**

- EcoNetwork Port Stephens will not display or use any artwork in a context that might be considered by an Aboriginal or Torres Strait Islander community to be inappropriate, derogatory, degrading or offensive.
- When displaying or reproducing an artwork, EcoNetwork Port Stephens will make an attribution in respect of Indigenous Cultural or Intellectual Property in artworks in accordance with the attribution notice made by an entrant in the entry form
- EcoNetwork Port Stephens acknowledges in the event of an Aboriginal or Torres Strait Islander artist's death, the subsequent display of their likeness may be culturally inappropriate and that, upon notification of the artist's death and receipt of a request to do so from a member of the artist's family or representative, agrees to remove any likeness or images of the deceased artist from any promotional material or publication under its control, to the extent that is reasonably practical.

### **Finalist artworks**

If an artist's work is selected as a finalist, it will be displayed on the Art Trail. All artwork will be labelled with details obtained from the entry form.

### **Artwork delivery**

- Finalists' artwork must be delivered to Visitor Information Centre, Nelson Bay or alternative upon negotiation
- The delivery cost of the work to and from the exhibition is the responsibility of the artist

- Framing or mounting of works, for exhibition, is also the responsibility of the artist and must be carried out prior to delivery.
- Delivery must be presented in person, by artist, proxy, or nominated person
- EcoNetwork Port Stephens is not responsible for any insurance, delivery costs or freight of works during delivery.
- EcoNetwork Port Stephen is not responsible for any works lost or damaged during delivery or late delivery of works that may not be exhibited.
- EcoNetwork recommends the artist purchase their own insurance for packing and transit

### **Selection of winners**

- The Judges' decision is final. No correspondence will be entered into.
- Winners will be announced at Sustainable Futures Festival on 11<sup>th</sup> of September

### **Exhibition and sale of artwork**

- If an artist's work is selected as a finalist, work must be available for exhibition
- The artist can chose to place the art on sale during the art trail
- EcoNetwork Port Stephens will retain a commission of 35% for sold works.
- All funds generated through entry fees, partnerships and commission are continuously reinvested into the Sustainable Futures Festival to encourage artistic endeavour into the future.
- Artists will nominate a sale price on the back of their artwork/s. This is the price EcoNetwork port Stephens can sell the artwork for. Alternate sale prices must be approved by the artist.

### **GST information**

- EcoNetwork is not registered for GST, and does not charge GST on the commission.
- Payment from the sale of artwork sold, excluding the 35% commission, will be made to the artist within 30 business days of receipt of full payment from the purchaser of the artwork.
- Any income from the sale, including deposit, will be retained by the artist excluding the 35% commission taken by EcoNetwork Port Stephens on the GST exclusive sale price.
- All finalists must provide bank details that will be used to receive payment of any sold works.

### **Privacy**

Personal information collected as a consequence of entry into this prize will comply with privacy provisions. EcoNetwork Port Stephens will use personal information only for the purposes related to the events and competition.

## **Force majeure**

If for any reason beyond EcoNetwork Port Stephens's reasonable control, be it man made or natural disaster, e.g., flood, fire, pandemic, strike, government direction or other emergency that prevent EcoNetwork Port Stephens from holding the completion/exhibition of works, EcoNetwork Port Stephens can cancel or postpone the event. In such a case submitted works will remain the property of the artist and available for their collection.

## **Disputes**

In the event of a dispute regarding the interpretation of conditions, the decision of the EcoNetwork Port Stephens shall be binding on all parties.

The artist agrees that any and all disputes, claims and causes of action arising out of, or connected with, the aRRRRRt Awards or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, the artist's rights and obligations, or the rights and obligations of EcoNetwork Port Stephens in connection with the competition, shall be governed by, and construed in accordance with, the laws of NSW, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than NSW.

## **General**

The artist shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of EcoNetwork Port Stephens, save where such information is already in the public domain or the express written consent of the company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of the ARRRRRT Awards terms and conditions.

These terms and conditions (as may be amended from time to time) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Entrants will be informed in writing of any changes to these terms and conditions.