

## **TERMS AND CONDITIONS**

By entering a work in the NSW Parliament Plein Air Painting Prize 2018 (“the NPPAPP”), the artist agrees to the following terms and conditions.

### **1. THE PRIZE**

- 1.1 The winner of the NPPAPP will receive \$20,000 prize money.
- 1.2 The winner of the NPPAPP agrees that their winning artwork will be permanently acquired by the Parliament of New South Wales (“the Parliament”) for their collection and the artist will receive \$20,000 prize money in lieu of any other payment for the artwork.

### **2. ELIGIBILITY**

- 2.1 An artwork entered into the NPPAPP must:
  - a) be painted in the tradition of *en plein air* (in the outdoors);
  - b) depict a New South Wales locality;
  - c) have been begun on or after 1 May 2016. Artworks begun before 1 May 2016 are not eligible for consideration; and
  - d) be the original work of the artist.
- 2.2 To be eligible for the NPPAPP, the artist must comply with all terms and conditions of entry. In the event that any of the terms and conditions have not been met, the Parliament reserves the right to refuse the entry. In the event that an entry is refused, the artist will not be entitled to a refund on his or her entry fee(s).
- 2.3 The Parliament reserves the right to adjudicate on all terms and conditions of entry in its absolute discretion. No correspondence will be entered into by Parliament with the artist or the artist’s representative as to its adjudication on the terms and conditions.
- 2.4 Employees of the Parliament, or any person associated with the NPPAPP at the time of entry, and their immediate families, are not eligible to enter the NPPAPP.

### **3. THE ARTWORK**

- 3.1 An artist may only enter a maximum of two artworks.
- 3.2 The medium should be one traditionally associated with painting *en plein air* (oil, gouache, etc). To a lesser degree, work encompassing collage, drawing or other mixed media will be considered.
- 3.3 The size of the artwork must not exceed 1000mm in width or 1500mm in height. These dimensions include any frame or mounting.
- 3.4 The artwork must not exceed 20kg in weight.
- 3.5 Multi-panel artworks will be accepted and will be regarded as one piece. The assembled dimensions and weight of a multi-panel artwork is subject to the above restrictions.
- 3.6 At delivery, a multi-panel artwork must be accompanied by a photograph of the assembled artwork and any associated installation instructions.

#### **4. SUBMISSION OF ENTRIES**

- 4.1 All entries must be submitted online and entry fees paid electronically at [www.pleinair.com](http://www.pleinair.com). Emailed, faxed or posted entries are not permitted.
- 4.2 Entries will be accepted from 9am Monday 2 July 2018 until 5pm Monday 6 August 2018 only.
- 4.3 Late entries after 5pm Monday 6 August 2018 will not be accepted.
- 4.4 Each entry must include a completed online form, one photograph of the artwork (to the specifications described in clause 4.7 below), and payment of the entry fee.
- 4.5 For 2018 there will be two entry fee structures:
- a) From 9am Monday 2 July 2018 until 5pm Monday 30 July the entry fee is \$40.00 per artwork and is non-refundable; and
  - b) From 5.01pm Monday 30 July until 5pm Monday 6 August, the entry fee is \$45.00 per artwork and is non-refundable.
- 4.5 Artists who enter two artworks must complete the online form and pay the entry fee separately for each artwork.
- 4.6 Each entry must also specify whether the artist grants the Parliament permission to contact the artist to request their participation in the promotion of the NPPAPP, including for the purpose of interviews and photo calls with media outlets.
- 4.7 To enter the NPPAPP, the artist must upload one photograph of their artwork in the following manner:
- c) the photograph must capture the completed artwork in its entirety;
  - d) multi-panel artworks must be assembled and captured in a single photograph;
  - e) photographs must be uploaded in JPEG format, be 3-6 MB in size and be of sufficient quality for judging purposes;
  - f) the correct way to view the image must be indicated; and
  - g) file names must clearly identify the artist and the title of the artwork. For example STREETON\_A\_Cremorne\_Pastoral.jpg.
- 4.8 The artist must not physically submit their artwork during the online submission stage of the entry process. The artist will be invited to physically submit their artwork if selected as a semi-finalist, as per clause 6.

#### **5. SELECTION OF ARTWORK**

- 5.1 A judging panel, selected by the Parliament (“the Judging Panel”), will consider all entries electronically. The Judging Panel will select no more than 60 semi-finalists, who will be notified by 5pm Tuesday 28 August 2018.
- 5.2 The work of all semi-finalists will be considered by the Judging Panel and a separate judge (“the Judge”), and from these up to a maximum of 45 finalists will be chosen. Finalists will be notified by 5pm Friday 14 September 2018.

- 5.3 From the finalists, one winning artwork and up to a maximum of three highly commended artworks will be selected by the Judge. These artworks will be announced in October 2018 at the Awards Evening.
- 5.4 The Judge and the Judging Panel’s decisions are final and no correspondence will be entered into with the artist or his or her representative about the decisions.
- 5.5 The Parliament reserves the right to withhold the NPPAPP, in the event that no artwork is determined by the Judge at his or her absolute discretion to be of sufficient quality.

## **6. PREPARATION AND DELIVERY OF ARTWORKS BY SEMI-FINALISTS**

- 6.1 Each semi-finalist must specify:
- a) whether the artist grants the Parliament permission to release their contact details if requested by a member of the public; and
  - b) the method by which their artwork will be delivered to and collected from the Parliament.
- 6.2 Semi-finalists agree to deliver their artworks on Monday 10 September 2018 or Tuesday 11 September 2018 for judging by the Judge. Artworks must be delivered to the Parliament via the State Library concourse.
- 6.3 Delivery of the artwork must be made in person by the artist, by a nominated representative, or by a courier/freight company.
- 6.4 Artists are responsible for all costs incurred in the delivery of their artwork. The Parliament will not pay for any costs associated with the delivery of any artworks.
- 6.5 The artist is responsible for ensuring their artwork is properly insured, as per clause 12 below. D-rings should be affixed to all artworks. The D-ring should be affixed so that the apex of the “d” is 3.5cm from the top of the artwork. Where artworks are framed, D-rings should be affixed 3.5cm from the top of the frame.
- 6.6 Artworks must be clearly marked with the artist’s name, contact number and title of the artwork.
- 6.7 Wet artworks will not be accepted.
- 6.8 Multi-panel artworks should be delivered in one container.
- 6.9 Small artworks, 30cm x 30cm or less, should be delivered in a sturdy container.

## **7. 2018 PARLIAMENT PLEIN AIR PAINTING PRIZE EXHIBITION**

- 7.1 The 2018 Parliament Plein Air Painting Prize Exhibition (“the NPPAPP Exhibition”) will feature the artworks of all finalists. The NPPAPP Exhibition will take place in the Fountain Court at the Parliament.
- 7.2 Artists agree to make their artworks available for exhibition continuously, from Tuesday 11 September 2018 to Wednesday 31 October 2018 in the event that they are exhibited in the NPPAPP Exhibition.

## **8. COLLECTION OF WORK**

- 8.1 Artists who are selected as semi-finalists, but not finalists, will be asked to collect their artwork during business hours between Monday 17 September 2018 and Thursday 20 September 2018.
- 8.2 Artists whose artwork is exhibited in the NPPAPP Exhibition must collect their artwork during business hours between Wednesday 31 October 2018 and Friday 2 November 2018.
- 8.3 Artists must collect their artwork by the method indicated by them at the time of entry. Collection must be made in person by the artist, by a nominated representative, or by a courier/freight company. No returns will be made by post.
- 8.4 The artist is responsible for all costs incurred in the collection of their artwork. The Parliament will not pay for any costs associated with the collection of any artworks.

## **9. OWNERSHIP**

- 9.1 The artist warrants that their artwork is original and does not infringe the copyright, moral rights or other intellectual property rights of any third party.
- 9.2 The artist must be the sole owner of any artwork entered into the NPPAPP.
- 9.3 The artist agrees that ownership of the winning artwork will be transferred from the artist to the Parliament upon announcement of the Judge's decision.
- 9.4 If the artwork is entered by an agent of the artist, the agent must obtain the artist's written permission and have authority to agree to the terms and conditions of entry as stated on the Parliament's Plein Air website. A copy of the artist's written permission must be attached to the online entry submission.

## **10. LICENCE**

- 10.1 The Parliament acknowledges that copyright of all artworks entered into the NPPAPP remains with the artist.
- 10.2 Finalists agree to grant the Parliament a royalty-free, non-exclusive licence, for a period of 2 years to reproduce, photograph, publish and/or communicate the artwork, in any media including the Internet, for the following purposes only:
  - a) marketing, publicity, advertising and publication uses for the Parliament, the NPPAPP and the NPPAPP Exhibition; and
  - b) historical, archival and educational uses for the Parliament, the NPPAPP and the NPPAPP Exhibition.
- 10.3 Notwithstanding clause 10.2, finalists agree to grant the Parliament a royalty-free, non-exclusive licence, in perpetuity, to reproduce, photograph, publish and/or communicate the artwork on the Parliament's Plein Air website only, for the sole purpose of providing an ongoing gallery of past years' entries in the NPPAPP. By notice in writing to the Parliament, the artist may terminate this licence (without providing reasons) at any time after expiry of the 2 year period referred to in clause 10.2.
- 10.4 As the winning artwork will be acquired by the Parliament under clause 9.3, the winner of the NPPAPP agrees to grant to the Parliament a royalty-free, non-exclusive licence, in perpetuity, to reproduce, photograph, publish and/or communicate the artwork, in any media including the Internet, for the following purposes only:

- a) marketing, publicity, advertising and publication uses for the Parliament, the NPPAPP and the NPPAPP Exhibition; and
  - b) historical, archival and educational uses for the Parliament, the NPPAPP and the NPPAPP Exhibition.
- 10.5 When reproducing, photographing, publishing and/or communicating the artwork as per this clause 10, the Parliament will use all reasonable endeavours to attribute authorship of the artwork to the artist and reproduce the work in its entirety.

## **11. FAILURE TO REMOVE ARTWORK FROM THE NOMINATED COLLECTION POINT**

- 11.1 If the artist fails to remove his or her artwork from the nominated collection point at the appointed time, as provided for in these terms and conditions, the artist agrees that the Parliament may sell, destroy or otherwise dispose of the artwork as it sees fit. The artist agrees that the Parliament is not obliged to sell his or her artwork and that the method of disposal is at the absolute discretion of the Parliament.
- 11.2 After a period of one month, the Parliament will give one month's notice of its intention to dispose of the artwork by one or both of the following methods:
- a) sending a notice by email and post, to the addresses provided by the artist on the entry form; and/or
  - b) advertising its intention in a local newspaper.
- 11.3 Should the Parliament sell the artwork in accordance with this clause 11, it will:
- a) deduct from the proceeds any costs incidental to the sale; and
  - b) hold any balance on the artist's behalf for a period of 12 month of the sale.
- 11.4 If the artist fails to collect the balance referred to in clause 11.3(b) within 12 months of the sale of the artwork, the artist agrees that the balance will be forfeited.
- 11.5 The artist agrees to release the Parliament from any and all liability that arises in relation to the sale, destruction or other method of disposal of his or her artwork.

## **12. INSURANCE**

- 12.1 The Parliament will not be responsible for any loss or damage whatsoever, or however, caused to the artist's artwork while in the custody of the Parliament for the purposes of the NPPAPP or the NPPAPP Exhibition.
- 12.2 The artist is responsible for insuring their artwork to its full value, for the following purposes:
- a) entry of the artwork in the NPPAPP;
  - b) transit of the artwork while being delivered to, or collected from, the Parliament;
  - c) the possession of the artwork by the Parliament for the purposes of the NPPAPP and the NPPAPP Exhibition; and
  - d) any unforeseen circumstances, including but not limited to damage, loss and theft of the artwork.

## **13. INDEMNITY**

13.1 The artist agrees to indemnify the Parliament in relation to any losses incurred by the Parliament as a result of any breach by the artist (or his or her agent, if applicable) of these terms or conditions of entry.

#### **14. PRIVACY**

14.1 Personal information collected will only be used for the purposes of this competition, and in accordance with the Parliament's privacy policy which can be accessed at [www.parliament.nsw.gov.au/prod/web/common.nsf/key/PrivacyStatement](http://www.parliament.nsw.gov.au/prod/web/common.nsf/key/PrivacyStatement)