

Terms and conditions of entry

Entries open: Monday 21 October 2024

Entries close: Wednesday 4 December 2024, Midday (WST)

Key Exhibition Details

Final artwork details submitted: Sunday 27 July 2025

Artwork delivery: Week of 29 September 2025 to the venue

Exhibition: 19 October - 14 December 2025

Collection of artworks: 17 – 18 December 2025 from the venue

Venue: Joondalup Gallery (new gallery space)

Eligibility Criteria

- The Artist must be a resident of Western Australia for 12 months up to Wednesday 4 December 2024.
- 2. A current employee of the City of Joondalup (City) is not eligible to enter.
- 3. The Artist must meet at least three of the following criteria:
 - i. Have tertiary qualifications in visual arts;
 - ii. Have work represented in public collections;
 - iii. Earn an income from arts related activities;
 - iv. Have significant and peer recognised expertise and ability;
 - v. Be represented by a reputable gallery;
 - vi. Have a current practice, and has exhibited regularly and recently; or
 - vii. Have recently been the recipient of a recognized art award, prize, commission or grant.

Entries

- 4. By submitting an entry, the Artist acknowledges that they have read and accept these Terms and Conditions.
- 5. Artists are invited to submit an entry for consideration for the 2025 Invitation Art Prize (the Exhibition), which can be made via the online Entry Form.
- Entries must be received by Wednesday 4
 December 2024, midday or up until receipt of 150 entries. The City reserves the right to close the entry period early if it receives 150 entries.
- 7. There is no charge for submitting an entry.
- 8. All entries must include the following or will not be accepted:
 - i. an Artist Statement (maximum 250 words) outlining the artist's practice;
 - ii. an Artist Biography (maximum 250 words) outlining the artist's career;
 - iii. an Artist Curriculum Vitae (CV) (maximum one page and no bigger than 2MB);
 - iv. up to 5 (five) digital images (maximum 5MB each) of previous artworks. Each image file must be titled with the Artist's name and title of the work in the following format: "Lastname_ Firstname_Artworktitle";
 - v. artwork information relating to the 5 (five) images (title, medium, dimensions, and year created);
 - vi. if applicable, a URL link for up to 5 (five) minutes of support material for video, sound

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- or other digital content. URL passwords must be supplied. Links to an artist homepage will not be viewed unless it specifically shows the support material; and
- vii. 2 (two) headshots of the artist (maximum 2 MB each) to be used for marketing purposes of selected finalists. The files must be submitted in full colour and in both portrait and landscape formats.

Selection Process

- All entries will be reviewed by an external Selection Panel of arts professionals and will be judged by:
 - i. Meeting at least 3 (three) of the entry criteria listed at Item 3;
 - ii. Artistic merit and quality of information submitted in Item 7; and
 - iii. The Artist's ability and suitability to contribute artwork for the City of Joondalup art collection.
- A select number of Artists will be invited to submit artwork for the Exhibition and the number of selected artists remains at the discretion of the City.
- 11. All decisions of the Selection Panel will be final and binding upon each Artist who submits an entry.
- 12. Artists will be contacted by **10 February 2025** and informed if they have been selected for the Exhibition. Selection feedback will not be provided to artists and no discussion regarding selection shall be entered into.
- 13. If selected for the Exhibition, the Artist must confirm their participation in the Exhibition by completing a signed contract no later than Friday 28 February 2025, 5:00pm.
- 14. Selected Artists must attend an Info Session in February 2025 with the City's team to review the project's conditions.
- 15. Selected Artists must confirm their availability for and attend a studio visit with the Curator within the schedule provided by the City. The Artist will provide access to the work (in progress) during the studio visit.

Exhibiting Terms

- 16. Artists must submit a body of work for public display as per the exhibition specifications provided during contracting. The scale of the body of work is commensurate with the artist fee.
- 17. Only the Artist who created the Artwork can enter the Artwork for inclusion in the Exhibition.
- 18. The Artwork must be a new body of work created within a period of 12 months before the exhibition and must not have been exhibited in any other exhibition or entered in any other award. If the Artwork is in breach of this condition it will be excluded from the judging process and the City reserves the right to withdraw the Artwork from the Exhibition and will do so at its discretion.
- All selected artists will receive an artist fee of \$3,500.00 + GST (if applicable) for participation in the exhibition and the scope of work as outlined:

Fee to create new artwork: 1,960.00
Production/materials fee: \$1,540.00

Total: \$3,500.00

20. The payment is conditional upon completion of the following milestones:

Payment	Milestone	Service Detail	Fee
1	February 2025 -	Fee for new work	\$460.00
	Contract (Artist Agreement) signed	Production/ materials fee	\$1,540.00
Sub-total payment #1			\$2,000.00
2	August 2025 – final art- work details accepted	Fee for new work	\$1,000.00
3	December 2025 – exhibition complete	Fee for new work	\$500.00
Total Fee:			\$3,500.00

- 21. Artworks must be culturally appropriate and authentic. Artwork containing cultural references and/or using traditional First Nations and/or cultural techniques must be produced by an artist who has the authority to do so. Artists have responsibilities around representation, specifically in the areas of cultural appropriation and stereotyping and ensuring their artwork follows appropriate cultural procedures. Artists should refer to Creative Australia's protocols for First Nations Culture and <u>Intellectual Property in the Arts</u> or the <u>National</u> <u>Association for the Visual Arts (NAVA)</u> cultural guidelines when working with cultural material. Artworks that are not culturally appropriate, as deemed by the Curator, will not be accepted for inclusion.
- 22. The City's Curator will evaluate the Artwork for inclusion in the Exhibition in accordance with the Terms and Conditions. Due to the public location, the Artwork must be suitable for viewing by all age groups. If the Curator decides that the Artwork is not accepted for inclusion, the Artist will be contacted to arrange for collection of the Artwork. The Curator's decision on inclusion is final and is not the subject of appeal. The Artist will not receive the 3rd milestone payment if the Artwork is not displayed for the exhibition period.
- 23. Artists must provide the following marketing and production information to the City no later than **Sunday 27 July 2025, 5.00pm:**
 - i. An Artist Statement about the exhibiting artwork (maximum 250 words)
 - ii. An Artist Biography (maximum 250 words) in requested style guide;
 - iii. Final artwork details including title, medium, dimensions and price of the Artwork;
 - iv. High-quality digital photograph/s of the final artwork in the requested formats; and
 - v. Installation information relating to the exhibition of the artwork in the requested format.
- 24. The Artwork must be suitable for installation and display for the entire exhibition period and be delivered with dry materials and secure hanging devices attached. Framing/hanging wire or string is not an acceptable hanging device. Required hanging devices are D-rings. The Curator will evaluate the Artwork prior to acceptance into the Exhibition and throughout

- the exhibition period. The City reserves the right to withdraw an Artwork from the Exhibition and will do so where it is determined by the City that the Artwork is too fragile for display. The Artist will not receive the 3rd milestone payment if the Artwork is not displayed for the exhibition period.
- 25. Any specific display requirements must be discussed with the Curator prior to submitting the final Artwork details by Sunday 27 July 2025. This includes power, A/V, three-dimensional (3-D) requirements and exhibition display. A limited number of exhibition display items, such as plinths and acrylic cases, are available and must be requested in advance of submitting final artwork information by Sunday 27 July 2025.
- 26. If required, arrangements for framing of the Artwork and the costs associated with framing is the responsibility of the Artist.
- 27. The Artwork must be robust and suitable for acquisition, without modification, into the City's art collection. Materials must be of archival quality. The City reserves the right to withdraw the Artwork from the Exhibition and will do so where it is determined by the City that the Artwork is not suitable for display and acquisition.
- 28. No changes may be made to the Artwork after it has been accepted for inclusion in the Exhibition.
- 29. The size of any singular component of an Artwork must meet the following criteria:
 - i. A wall-mounted component must not exceed:
 - 15kg in weight;
 - 150cm in one direction and 190cm in the other; and
 - 30cm in depth (protrusion from the wall).
 - ii. A free-standing 3-D component (excluding any plinth) must not exceed:
 - · 40kg in weight; and
 - Dimensions of 190 x 140 x 70cm.
- 30. The Artwork cannot be removed until the end of the Exhibition. The City may remove the Artwork from the Exhibition prior to this date at its discretion if the Artist is in breach of the Terms and Conditions. The Artist will not receive the 3rd milestone payment if the Artwork is not displayed for the exhibition period.

Judging and Awards

- 31. The Artworks will be judged for the Acquisitive Prize by an independent panel of arts industry professionals selected by the City and judged on artistic merit and suitability criteria for the City of Joondalup art collection.
- 32. The Prize is acquisitive, meaning that the winning body of artwork is accessioned into the City of Joondalup Art Collection and becomes the property of the City.
- 33. The value of the Prize is \$25,000 (twenty-five thousand dollars) (ex-GST) which will be paid on presentation to the City of an invoice from the winning Artist.
- 34. The winner of the Prize will be announced at the official opening function on **Saturday 18**October 2025. Artists will be invited to attend the opening.
- 35. The decision of the judging panel in relation to any aspect of the award will be final and binding upon each Artist who enters the competition. No discussion regarding the judges' decisions will be entered into with the artists.
- 36. A Popular Choice Award of \$500 (five hundred dollars) will be awarded to the artist that receives the most votes as voted by the public. The City reserves the right to disqualify any Popular Choice vote it deems not genuine. The winner will be announced after the end of the exhibition period.
- 37. Award winners must be available for the City's publicity requirements, including but not limited to media engagements, photo opportunities, interviews and providing commentary about the award. The winner/s will direct all media enquiries to the City first to manage such requests.

Copyright, insurance and liability

- 38. The Artist is responsible for satisfying any intellectual property including copyright requirements concerning the Artwork.
- 39. The Artist warrants that:
 - i. there is no cultural, religious, legal or other reason that prevents the Artwork from being exhibited, published or reproduced;
 - ii. the Artwork is their own original work; and
 - iii. the Artwork does not infringe any intellectual property or copyright of any third party.
- 40. The Artist will indemnify the City in respect of any claim against, or loss or damage incurred by, the City in respect of the intellectual property of the Artwork.
- 41. By submitting an entry, the Artist agrees to allow the City to reproduce and publish submitted entry information for the purposes of promotion.
- 42. The Artist agrees to keep embargoed information confidential, including selection in the exhibition, until the City confirms such information can be made public.
- 43. The information including any personal information that the Artist provides will be used by the City for the purpose of the Exhibition. The City will not share any information collected with third parties. By submitting an entry, the Artist consents to use their contact details for the purposes of the Exhibition. This information will be collected, processed, used and protected in accordance with the applicable data security and privacy laws.
- 44. Insurance of the Artwork while in transit is the Artist's responsibility. Once delivered to the City, the Artwork will be covered for loss or damage for the duration of the Exhibition to the sales value nominated by the Artist.
- 45. In the event that the State Government publishes emergency measures, including restricting public gatherings, or a force majeure event occurs beyond the City's control, the City can vary Terms and Conditions as required at short notice and will notify Artists of any changes where necessary.

Artwork Sales

- 46. The Artwork/s must be available for sale and the Artist must confirm the sales price by **Sunday 27 July 2025, 5.00pm.** The body of artworks are not to be priced for an amount greater than \$25,000.00 (twenty-five thousand dollars) (ex-GST).
- 47. The City acts as an agent (agency sale) on the behalf of the artist and does not take ownership of the artwork. All sales must be made through the City.
- 48. A commission fee of 20% will apply on all sales and will be paid to the City in the event of sale. The commission fee must be included in the sale price, which cannot be changed once provided by Sunday 27 July and remains fixed for the duration of the Exhibition. Any other commission agreements between the artist and their representative gallery must be negotiated independently of the City and cannot alter the City's 20% commission fee.
- 49. The City will contact the Artist if the Artwork has been sold. In this case, the City will make collection arrangements directly with the purchaser and the Artist will not need to collect the Artwork after the exhibition period.
- 47. The City makes no guarantee with respect to the sale of the Artwork.

Deliveries and Collections

- 50. All Artworks must be delivered to the Venue the week of **29 September 2025**, as per the delivery schedule confirmed by the City. Any Artworks not delivered by this period will be excluded from the Exhibition. The Artist will not receive the 3rd milestone payment if the Artwork is not delivered in time for the exhibition period.
- 49. The Artist is responsible for the transport and packing of the Artwork for delivery, including all associated costs, plus the transport of the unsold Artwork from the Exhibition.
- 50. All unsold Artworks must be collected from the Venue on 17 – 18 December 2025, as per the collection schedule confirmed by the City. Artworks cannot be collected any earlier or any later and the Artist accepts that the City cannot store artworks beyond this period.
- 51. If not collected within the specified timeframe, the artwork will become the property of the City and shall be dealt with at the discretion of the City.