Terms and conditions for the Naked & Nude Art Prize®

1. Acceptance of terms and conditions

- 1.1. The Friends of the Manning Regional Art Gallery Inc, in partnership with the Manning Regional Art Gallery (a business unit of MidCoast Council), are the organisers of the Naked & Nude Art Prize[®] (the "Art Prize") and these are the terms and conditions for entering the Art Prize.
- 1.2. Submission of your completed entry to the Art Prize constitutes your acceptance of these terms and conditions.
- 1.3. "We" means Friends of the Manning Regional Art Gallery Inc. "You" means the artist entering the Art Prize.

2. COVID-19

Friends of the Manning Regional Art Gallery and the Manning Regional Art Gallery will comply with NSW Government public health requirements for COVID-19. We will advise you by email of any restrictions due to COVID-19.

3. Important dates and value of prizes

3.1. Dates

- 3.1.1. Entry closing date and time:11:59 PM Aus Eastern Standard Time, Friday, 23 June 2023.
- 3.1.2. Notification to entrants whose artwork is selected: Friday, 21 July 2023.
- 3.1.3. Delivery of selected artwork to the Gallery: by Friday, 18 August 2023.
- 3.1.4. Art Prize exhibition opens: Saturday, 2 September 2023.
- 3.1.5. Art Prize exhibition closes: Sunday, 15 October 2023.

3.2. Art Prizes

- 3.2.1. Major Acquisitive Prize—\$35,000.00
- 3.2.2. Val Good Bequest People's Choice Prize—\$2,000.00

4. Limit on number of entries

4.1. You cannot enter more than two artworks.

5. Entry fee

- 5.1. The entry fee is \$40 per artwork.
- 5.2. Entry fees are non-refundable.

6. How to enter

- 6.1. Go online to <u>https://friendsmanningvalley.com.au/nakedandnude-art-prize</u>, click the link at the bottom of the page, and fill in the web entry form. We will not accept any other form of entry.
- 6.2. If you are affiliated with a commercial gallery, you must select "yes" on the entry form to receive:
 - Recognition of the commercial gallery on Art Prize promotional material
 - Eligibility to benefit from the shared commission in clause 15.3.
- 6.3. Upload one or two images for each artwork entry.
- 6.4. For a video entry, upload one image and enter a working web link to your video so that we can view the work using a web browser. <u>Do not</u> password-protect the video.
- 6.5. Digital images submitted with your entry must be in jpg, jpeg, or png format, no larger than 3 MB, and <u>must not</u> include your name in the file name.

7. Paying the entry fee

- 7.1. By credit or debit card when completing the web entry form.
- 7.2. By direct deposit to our account at National Australia Bank. Include your first initial, last name and "N&N" as the reference.

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8. Entry closing time

- 8.1. To make a valid entry, you must submit your entry using the web entry form by the entry closing time in clause 3.1.1.
- 8.2. You must pay the entry fee either by credit or debit card when you submit the entry form or by direct deposit as soon as possible after. If we have not received your entry fee by the entry closing time in clause 3.1.1, your entry will be ineligible for the competition.
- 8.3. We will not accept responsibility for late, lost or misdirected entries or payments.

9. General conditions of entry

- 9.1. Entry fees are non-refundable.
- 9.2. All your entries must be your original artwork.
- 9.3. All works must be for sale.
- 9.4. The Manning Regional Art Gallery will retain a commission of 30% on the sale of an artwork unless you are eligible to benefit from the shared commission in clause 15.3.
- 9.5. Your artwork/s must have been completed within two years prior to the exhibition and not exhibited in any other competition or any Regional Gallery within a 200 km radius of Taree.
- 9.6. Your images must be of your completed artwork. We will not accept concept drawings, maquettes, artworks in progress or unfinished artwork.

- 9.7. The copyright in your artwork remains with you, however Manning Regional Art Gallery and the Friends of the Manning Regional Art Gallery Inc reserve the right to reproduce each artwork, in whole or in part, for the purposes of publicity, critical review or archival reference, and in hard copy or digital formats. We will make all necessary acknowledgements of authorship.
- 9.8. Midcoast Council employees and their families are ineligible to enter the Art Prize.
- 9.9. Current committee members of Friends of the Manning Regional Art Gallery Inc are ineligible to enter the Art Prize.
- 9.10. Paintings and 2D artworks, including frames, must not exceed 2 m in any dimension. Stretched canvas is considered framed.
- 9.11. Rings of a suitable size MUST be securely attached to the back of each side of hanging artwork, 10 cm from the top. Artworks that are not suitably prepared for hanging or display will not be exhibited.
- 9.12. Sculptures must be well constructed to assure safety during handling, installation and display.
- 9.13. 3D artworks that are displayed inside must not weigh more than 33 kg.
- 9.14. You are responsible for installing 3D artworks that are displayed outside and that weigh more than 33 kg.

10. Selection of artworks

- 10.1. An independent selection panel will view all entries and select the finalists to be exhibited. The Friends of the Manning Regional Art Gallery Inc have no role in the selection of the exhibition for the Art Prize.
- 10.2. We will list the finalists selected for exhibition and judging on two websites: <u>https://friendsmanningvalley.com.au/nakedandnude-art-prize</u> and <u>https://mrag.midcoast.nsw.gov.au/Naked-Nude-Art-Prize</u>.
- 10.3. We will notify only the finalists who have been selected on the Selection Notification date in clause 3.1.2.
- 10.4. <u>The decisions of the selection panel are final and no correspondence</u> <u>or discussions will be entered into.</u>

Requirements for selected finalists

11. Preparation of artworks for exhibition

- 11.1. You must not substitute a work with another work once you complete your entry on our website.
- 11.2. You must not make changes to the artwork, the sale price, or the title after the Selection Date in clause 3.1.2.
- 11.3. We reserve the right to decline to exhibit any artwork that we consider to be:
 - a health hazard; or
 - a physical risk to any member of the public; or
 - in breach of Midcoast Council's work health and safety requirements or SafeWork NSW guidelines; or
 - unable to be exhibited safely due to bulk, fragility, weight or dangerous nature.
- 11.4. You must clearly mark each artwork that you enter with your name and address, the title, and the price of the artwork.
- 11.5. You must include full installation instructions with each artwork.
- 11.6. Electronic media must be self-playing. You are responsible for providing the necessary hardware and software that meets current industry standards. You must provide full installation instructions for electronic media.

12. Delivery of artwork and insurance

- 12.1. If your artwork is selected, you must arrange for it to be delivered to the Manning Regional Art Gallery, 12 Macquarie Street Taree NSW 2430 by the date in clause 3.1.3. Your artwork must only be delivered between 10 AM and 4 PM, Tuesday to Saturday.
- 12.2. You are responsible for all forward and return freight costs for all your artwork.
- 12.3. You are responsible for all insurance costs for all your artwork.
- 12.4. Neither the Manning Regional Art Gallery nor we will accept any liability for loss of or damage to your artwork that occurs during transit to and from the Gallery.
- 12.5. The Manning Regional Art Gallery will exercise all reasonable care in handling your artwork while it is at the Gallery, but will not accept responsibility for loss of, or damage to, any artwork while in its care.
- 12.6. Many companies transport artwork. While we don't endorse any company, you may find this information helpful.

http://www.artvango.com.au
https://www.sdwelchfurnitureremovals.com.au/contact
ort https://artworktransport.com.au/contact-us
https://www.iasdas.com.au/contact-us/
http://www.segueart.com.au
https://www.movingart.com.au
https://www.grace.com.au/fine-art/art-transport/
https://art.kingandwilson.com.au/contact-us

13. Exhibition dates

13.1. The Art Prize will be exhibited between the dates in clauses 3.1.4 and 3.1.5.

14. Judging for the Major Acquisitive Prize

- 14.1. The judge will view the finalist artworks and select the Major Acquisitive Prize artwork, which will have the prize value in clause 3.2.1.
- 14.2. The Friends of the Manning Regional Art Gallery will donate the Major Acquisitive Prize artwork to the Manning Regional Art Gallery Collection.
- 14.3. The highest number of nominations made by visitors to the Gallery during the exhibition of the Art Prize will determine the People's Choice Prize, which will have the prize value in clause 3.2.2. We will announce the People's Choice Prize after the exhibition closes.
- 14.4. The Friends of the Manning Regional Art Gallery Inc have no role in the judging of the Art Prizes.

14.5. The decision of the judge is final and no correspondence or discussions will be entered into.

15. Sale of artwork

- 15.1. Your artwork must be offered for sale and include GST in the price (if applicable).
- 15.2. The Manning Regional Art Gallery will retain a 30% commission.
- 15.3. If you are affiliated with a commercial gallery, the Manning Regional Art Gallery will pay half of the 30% commission to that commercial gallery upon receipt of a tax invoice.

16. Collection of artwork

- 16.1. Your artwork, if not sold, will be available for collection from the Manning Regional Art Gallery on the Monday and Tuesday, between 10 AM and 4 PM, following the close of the exhibition on the date in clause 3.1.5.
- 16.2. Manning Regional Art Gallery cannot guarantee safe storage of your artwork for more than 30 days after the close of the exhibition on the date in clause 3.1.5.

If you have questions, please contact the Director of the Manning Regional Art Gallery during business hours on (02) 6592 5455.