

Maggie Diaz Photography Prize For Women

Please read these terms and conditions carefully before applying to enter the Maggie Diaz Photography Prize for Women. Entering the *Maggie Diaz Photography Prize for Women* constitutes your acceptance of these terms and conditions.

This award is open to all Australian and International artists at all levels.

KEY DATES:

Entries open: Monday 25 February 2019
Entries close: Friday 21 June (7pm AEST) 2019
First Round judging: 22-26 June 2019 – works to be judged via image provided with your entry – the judging in this round is “blind” – images are judged on merit and works are submitted to judges anonymously.
Finalists notified by: Friday 28 June 2019 Non-finalists notified: ASAP after the 28 June 2019
Finalist artworks due at BRIGHTSPACE by: Friday 26 July 2019
Exhibition opening and announcement of WINNER OF Prize: Friday 2 nd AUGUST: BRIGHTSPACE
Duration of exhibition: Friday 2 AUGUST – Saturday 17 AUGUST 2019 (Closing Drinks Saturday afternoon)
Unsold Works available for collection from BRIGHTSPACE: Saturday August 17 at conclusion of show (4pm-5pm) and 21 – 23 August (11-5pm).

TERMS AND CONDITIONS

Entry

1. Entry is open to all Australian and International female artists at all levels.
2. Entry is open photographers of all ages.
3. A panel of 3 judges will select the winner.
4. This is a non-acquisitive prize.
5. Entries must use available light.
6. Artists can enter multiple times.
7. Entered images must have not previously received an award.
8. Entries must be submitted in JPG or PDF format. Entrants may submit colour or black and white images.
9. Entries to be 300dpi. Entries must be a maximum file size of 10MB.
10. Entrants are permitted to use post processing (e.g. Photoshop and similar software) on images, but obvious digital enhancement of work will disadvantage the entrant.
11. Images must be the original work of the entrant. No third party may enter on behalf of another individual except in the case of a parent entering on behalf of a minor.
12. The overall winner will receive \$5,000 AUD prize money (non-acquisitive)
13. People's Choice Award winner will receive \$500 prize money.
14. All artworks entered must be:
 - i. Original
 - ii. Solely the work of the artist
 - iii. Not executed in a tutored class
 - iv. Available for sale including GST if applicable to the entrant
 - v. Weigh no more than 10kg if to be wall mounted

- vi. Licenced to Maggie Diaz Photography Prize for purposes related to the Art Award-exclusively and irrevocably until the end of the exhibition (date) under all circumstances.
 - vii. No alterations to artwork, sale price, title or statement to be made after submission.
 - viii. The copyright on artwork remains with the artist; however BRIGHTSPACE maintains the right to use the image in promotion of the Art Award, present and future. BRIGHTSPACE reserves the right to reproduce the work/s or parts thereof for the purpose of publicity, critical review or archival reference - in hard copy or digital/web formats. Entry of an artwork constitutes the entrant's permission for such reproduction.
 - ix. The entrant must have the written, signed and dated permission of any persons who appear in the image submitted. The entrant must be able to produce evidence of permission from subject if requested during the judging process.
15. All entrants must complete all sections of the online entry form and pay the non-refundable entry fee (\$33 AUD) online to be eligible to enter the award.
 16. Entries open **Monday 25 FEBRUARY** and should be submitted online by **7PM AEST Friday 21 JUNE 2019**.
 17. Late entries will not be accepted.
 18. Only digital files will be accepted as eligible entries. In the initial judging round, prints or digital entries will not be accepted.
 19. All files must be named and dated: **entrant-name_title-of-work_year** (e.g. John Doe_Sound and Sight_2019)
 20. Finalists may be required to submit a higher resolution version for reproduction/exhibition purposes if requested.
 21. Personal information provided as part of entry will not be disclosed without your consent for any other purpose unless required by law
 22. .

Judging, Finalist Exhibition and Prizes

23. All entries will be judged by a panel of 3, who will consider elements of creativity, originality and the use of available light.
24. Every approved entry will be considered for judging.
25. The decision of the judges is final and no appealing of any such decision is possible. No correspondence will be entered into in relation to the judges' decision.
26. Entrants whose images are selected for the finalist exhibition will be notified by phone, letter or email by **FRIDAY 21 JUNE 2019** and will be required to supply framed or mounted artworks to BRIGHTSPACE no later than **Friday 26 JULY 2019**.
27. Failure to confirm acceptance into the finalist's exhibition or non-delivery of artwork/s will result in your artwork/s being withdrawn from the awards, exhibition and the catalogue (if applicable).
28. The prize-winning entrant will be BUBLICLY announced at the opening night of Maggie Diaz Projects; **FRIDAY 2nd AUGUST** or prior to opening at discretion of BRIGHTSPACE.
29. Collection of artwork/s (including forward and return freight) must be arranged by the entrant.
30. Finalist artworks supplied must be no WIDER than 100 cm's, and must be mounted or framed – gallery ready.
31. Entrants whose images are selected for the finalist exhibition will be notified by phone, letter or email. Finalist works will be made available for sale during the exhibition period from **Friday 2 August to Saturday 21th September 2019**.
32. BRIGHTSPACE will retain a 40% commission on all artwork sold. Represented artists by negotiation with BRIGHTSPACE. BRIGHTSPACE will contact an entrant if that entrant's artwork is sold.
33. The winner will be awarded **\$5,000 AUD** in prize money. The Prize is non-acquisitive. The winning work will still be available for sale.
34. Based on popular vote, one image will be awarded the People's Choice Award of **\$500 AUD**. The vote will be open until the end of the exhibition.
35. In the event of a tie when judging the People's Choice Award, the judging panel will have the final vote to determine the winner.
36. Voters of the People's Choice Award are limited to one vote per image. The People's Choice Award will be announced at the conclusion of the exhibition - on the final day – August 17, 2019.
37. At the conclusion of the exhibition, works must be collected on Saturday 17th August, 4-6pm or 21 – 23 August between the hours of 11-5pm. If the artwork is not collected for a period of 5 days after the date upon which it is due for collection, the entrant is taken to have vested all title in the artwork to Brightspace.

Insurance, Copyright and Moral Rights

38. BRIGHTSPACE will not insure artworks entered in the Awards and will not accept responsibility for any loss or damage to artworks during the period the artworks are stored or exhibited on gallery premises, or at any other time.
39. Entrants wishing to protect artworks must take out their own relevant insurance policies.
40. Entrants agree to release to the full extent permitted by law and to indemnify and keep indemnified BRIGHTSPACE, its employees, suppliers, contractors, volunteers and insurers against all liability for loss, damage and expense (including legal costs) whatsoever arising in any way associated with the Award.
41. Upon submission of an entry to the Maggie Diaz Photographic Prize for Women, you, as the owner of the image grant BRIGHTSPACE the right to:
 - (i) Maintain a copy of the image for archival purposes;
 - (ii) Display the image in public spaces for the duration of the exhibition;
 - (iii) Use the image for promotional and publicity purposes relating to the Maggie Diaz Photographic Prize for Women and for promotion through social media sites.
 - (iv) You warrant that you are the owner of all copyright of the artwork or have obtained all necessary approvals to permit the submission of the image to the Awards.
 - (v) While you retain copyright of the image, you grant permission for the image to be used for promotional and publicity purposes relating to the Maggie Diaz Photography Prize for Women and for the image to be promoted through social media sites. All future use of the image would be subject to your approval.
 - (vi) BRIGHTSPACE will acknowledge the photographer in all publicity of the exhibition as the creator and owner of the image.

Dispute Resolution

42. If BRIGHTSPACE reasonably believes, at any time, whether before or after the expiration or termination of these terms & conditions, that an Entrant has breached any of these terms & conditions, that Entrant will be liable to repay to BRIGHTSPACE any prize money which they received as a result of their entry into the Art Award within 30 days of such demand by BRIGHTSPACE. If this amount is not repaid to BRIGHTSPACE within the said time, BRIGHTSPACE may recover the amount as a liquidated debt in a court of competent jurisdiction.
43. Entrants agree that any dispute arising between the Entrant and BRIGHTSPACE in relation to these terms and conditions will be dealt with as follows:
 - (i) The Entrant will notify BRIGHTSPACE in writing of the nature of the dispute
 - (ii) The Entrant and BRIGHTSPACE will attempt to resolve the dispute via negotiation in good faith
 - (iii) If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Gallery Director/s
 - (iv) The decision of the Gallery Director/s will be binding on both the Entrant and BRIGHTSPACE
 - (v) The decision of the Gallery Director/s will be given to the Entrant in writing
 - (vi) At all times during the dispute resolution process, the Gallery Director/s must act in accordance with the principles of natural justice and fairness

General

These terms and conditions will be effective from the date upon which the Entrant enters the Award up to the date upon which the Award and any related exhibition ends. However, any of these terms and conditions, which are capable of having effect following the completion, termination or expiration of these terms and conditions (including without limitation; warranties, releases and indemnities) must remain in full force. These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of Victoria.

In the event that any of these terms and conditions are declared invalid, such a term and condition will be removed from this document and the remainder of the terms and conditions will continue to operate in full force and effect.

The Entrant acknowledges that the purpose of these terms and conditions is to protect the Art Award and BRIGHTSPACE and to make the Entrant liable for any loss, damage or expense suffered in any way associated with the Award and the Entrant agrees that these terms and conditions must be interpreted to achieve that purpose.

The Entrant acknowledges that he/she has had the opportunity to obtain independent legal advice prior to agreeing to these terms & conditions.

These terms and conditions supersede any prior agreement between the Entrant and BRIGHTSPACE and any request to modify these terms and conditions must be in writing and signed by both the Entrant and BRIGHTSPACE.