

Terms & Conditions - 2017

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 1 st May 2017
Entries close: Friday 14 th July (7pm AEST) 2017
First round judging: 17 – 21 July 2017
Finalists notified by: Wednesday 26 July 2017 Non-finalists notified: ASAP after the 26 July
Finalist artworks due to BRIGHTSPACE by: Friday 18 th August 2017
Exhibition opening and announcement of prize: Friday 1 September 2017
Duration of exhibition: 1 - 17 September
People's Choice Award: Sunday 17 September
Works available for collection from BRIGHTSPACE: Sunday 17 September (or by arrangement)

TERMS AND CONDITIONS

Entry

1. Entry is open to all Australian and International artists at all levels
2. A panel of 5 judges will select the winner
3. This is a non-acquisitive prize
4. Entries must use available light
5. Artists can enter multiple times.
6. Entered images must have not previously received an award or previously have been published or exhibited.
7. Entries must be submitted in JPG or PDF format. Entrants may submit colour or black and white images.
8. Entries to be 300dpi Entries must be a maximum file size of 10MB.
9. 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.
10. 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.
11. The overall winner will receive \$5,000 AUD prize money (non-acquisitive)
12. People's Choice Award winner will receive \$1000 prize money.
13. 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.
14. All entrants must complete all sections of the online entry form and pay the non-refundable entry fee (\$30 AUD) online to be eligible to enter the award.
15. Entries open **Monday 1 May** and should be submitted online by **7pm Friday 14th July**.
16. Late entries will not be accepted.
17. Only digital files will be accepted as eligible entries. In the initial judging round, prints or digital entries will not be accepted.
18. All files must be named and dated: **entrant-name_title-of-work_year** (e.g. John Doe_Sound and Sight_2014)
19. Finalists may be required to submit their entry on CD/DVD with a higher resolution version for reproduction/exhibition purposes if requested.
20. Personal information provided as part of entry will not be disclosed without your consent for any other purpose unless required by law.

Judging, Finalist Exhibition and Prizes

21. All entries will be judged by a panel of 5, who will consider elements of creativity, originality and the use of available light.
22. Every approved entry will be considered for judging.
23. The judge's decision is final and no appealing of any such decision is possible. No correspondence will be entered into in relation to the judge's decision.
24. Entrants whose images are selected for the finalist exhibition will be notified by phone, letter or email by **Wednesday 26th July and will be required to supply framed or mounted artworks to BRIGHTSPACE no later than FRIDAY 18 August**.
25. 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).
26. **The prize-winning entrant will be publically announced at the opening night of Maggie Diaz Projects; Friday 1st September or prior to opening at discretion of BRIGHTSPACE.**
27. Collection of artwork/s (including forward and return freight) must be arranged by the entrant.
28. Finalist artworks supplied must be no larger than **100 centimetres wide**, and must be mounted or framed – gallery ready.
29. 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.
30. BRIGHTSPACE will retain a 40% commission on all artworks sold. Represented artists by negotiation with BRIGHTSPACE. BRIGHTSPACE will contact an entrant if that entrant's artwork is sold. In regards to sale, an entrant may be required to supply further information, which the entrant must supply insofar as that information is reasonably necessary.
31. This winner will be awarded \$5,000 AUD in prize money.
32. Based on popular vote, one image will be awarded the People's Choice Award of \$1000 AUD.
33. In the event of a tie when judging the People's Choice Award, the judging panel will have the final vote to determine one winner.
34. 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.
35. At the conclusion of the exhibition, works must be collected on **Sunday 17 September** or by other arrangement with BRIGHTSPACE.

Insurance, Copyright and Moral Rights

36. 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.
37. Entrants wishing to protect artworks must take out their own relevant insurance policies.
38. Entrants agree to release to the full extent permitted by law and to indemnify and keep indemnified BRIGHTSPACE, it's 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.

39. Upon submission of an entry to the Maggie Diaz Photography 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

40. 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 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.
41. 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 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.