



# 2019 Competition Rules & Conditions of Entry

## Amateur and Budding Amateur Artists

### Mosman/North Sydney District Local Community Paint4Freedom Art Competition

#### **Eligibility**

1. The artist must have been residing in Australia for the eligibility period: see Key Dates below.
2. The artist must meet the Eligibility Criteria of the Artist Category for which they are entering.
3. An artist may enter one work only in the Paint4Freedom Art Competition in 2019.
4. The artist must pay the applicable Entry Fee when entering the competition.
5. If the artist is under sixteen years of age, their guardian must approve and sign the competition entry form.

#### **The Entered Painting**

1. Must be a brushed painting artwork
  - a. May be painted in oil, acrylic, watercolour or mixed media.
2. Must be painted as an "Inspiration and Hope for the enslaved"
3. The Entered Painting must be a maximum size of 1m x 1m including frame

#### **Preparing the Entered Painting for delivery**

1. Must be clearly marked on the rear of the Entered Painting with the Artist's Name and Address, the Title of the Work and ONE good readable COPY of the Paint4Freedom Website Entry Registration Receipt.
2. Must NOT be wet when submitted.
3. "D" rings or staples for string (No screw eyelets)
4. If using a courier, a second copy of the Paint4Freedom Website Entry Registration Receipt must be put in an envelope and also attached to the back of the work. If delivering yourself, the second copy can just be handed in with the Entered Painting.

#### **Delivering your Entered Painting**

1. Entries will only be accepted during the specified period (see Key Dates below) via the delivery instructions address stated on the Paint4Freedom Website Entry Registration Receipt.
2. Delivery must be made in person by the Artist or by a nominated representative (such as a friend, relative or artist's agent) or by a courier/freight company.
3. The person delivering the Entered painting will be required to sign the Delivery Form when the work is delivered to the Delivery Point of Entry as stated on the Paint4Freedom Website Entry Registration Receipt.
4. Paint4Freedom Limited will NOT pay for any costs incurred in the delivery of any Entered Painting, including freight, customs duty or import tax.
5. Each Artist is responsible for maintaining their own insurance (should they wish to insure their Entered painting).
6. Neither Paint4Freedom Limited nor the Exhibiting Partner Gallery will be responsible for any loss or damage whatsoever, and however caused, to any work while in Paint4Freedom Limited's or the Exhibiting Partner Gallery's custody.

#### **Exhibiting the Entered Painting**

1. As this is the inaugural Paint4Freedom National Art Competition, Paint4Freedom Limited must ask those artists entering the 2019 Paint4Freedom National Art Competition, for some flexibility regarding initial and ongoing exhibition of the artist's Entered Painting.
2. When reference is made to Exhibiting Partner Gallery, Galleries or Venue Partners (Community Partners) either here in these Competition Rules & Conditions of Entry or elsewhere within other documentation and/or communications provided by Paint4Freedom Limited, the Artist must agree to accept that Paint4Freedom Limited may determine in its absolute discretion the selection of any Exhibiting Partner Gallery or Galleries and/or Venue Partners.
3. The Artist grants the participating Exhibiting Partner Gallery permission to display the Entered Painting:
  - a. In an exhibition of selected finalists for the Paint4Freedom 2019 Art Competition at the Exhibiting Partner Gallery or other such venues as Paint4Freedom Limited may determine in its absolute discretion (see Key Dates); and
  - b. At venues other than the Exhibiting Partner Gallery in an exhibition of all or some of the finalists for the Paint4Freedom 2019 Art Competition, including in a tour of regional locations within Australian borders.
1. The Artist grants Paint4Freedom Limited permission to hold possession of the Entered Painting until the 2019/20 Paint4Freedom National Art Competition is completed (including all related promotional activities).
2. Paint4Freedom Limited shall inform the Artist by their nominated email address, the exhibitions and displays where the Entered Painting is displayed (if any).

## **Sale of Entered Paintings**

1. If the Artist would like to have their Entered Painting listed 'For Sale':
  - a. The Artist will be charged a twenty percent (20%) Sales Commission on that sale
  - b. When possible, the sale will be made by the Exhibition Attendant on the day
  - c. The sale will be made on the condition, that if the Painting is selected as a qualifying painting to proceed to the next level of the Paint4Freedom Art Competition, the Painting will be allowed by the Purchaser to remain with the other qualifying paintings to carry on to the next level of the Paint4Freedom Art Competition with the return arrangements to be made once the Painting completes its competition journey  
Please note: In these instances, the Paintings will be handled and stored professionally and with the utmost care.
  - d. The Artist will be paid the total sale price at the completion of the exhibition, less the twenty percent (20%) Sales Commission

## **Original and non-infringing work**

The Artist warrants that the painting is an original work by the Artist and does not infringe the copyright, moral rights or other rights of any person.

## **Licensing the Entered Painting**

1. The Artist grants to Paint4Freedom Limited a non-exclusive licence to reproduce the work in material form, to photograph, publish and/or communicate it to the public for the following purposes, and anything incidental to such purposes, by Paint4Freedom Limited, touring partners and sponsors:
  - a. Marketing, publicity, educational and publication uses for Paint4Freedom, the prize and its exhibition in all media, including but not limited to electronic/digital, broadcasting and print media, in perpetuity;
  - b. In a print exhibition catalogue for sale;
  - c. On Paint4Freedom Limited's website; and
  - d. On a postcard for sale.
2. Where reasonable, Paint4Freedom Limited will attribute the artist as the author of the work and reproduce the work in full. Details of the work may be used at Paint4Freedom Limited's discretion.

## **Selection of Entered Paintings**

1. For each Local Community Paint4Freedom Art Competition, the finalists, the place getters and the winners of each category (being Amateur and Budding Amateur categories) are selected by a single judge or a small panel of judges decided on by the Competition Hosts.
2. For each Regional, State and the National Paint4Freedom Art Competition, the finalists, the place getters and the winners of each category (being Amateur; Budding Amateur; Emerging and Established Artist categories) are selected by a panel of three judges decided on and engaged by the Paint4Freedom Limited Board of Directors.
3. The judges' decision is final, and no correspondence shall be entered into.
4. Finalists and prize winners will be announced to the media and published on the Paint4Freedom website.
5. These artists will be advised beforehand.
6. Artists whose works are chosen for display will be asked to provide additional information (such as biographical details and a statement about the work) to assist with preparation of prize-related material.
7. Paint4Freedom Limited reserves the right to change these terms and conditions at any time by posting updated terms and conditions on its website. If there are insufficient entries made into part or all of the Paint4Freedom Art Competition, Paint4Freedom Limited reserves the right to terminate or change the nature of the competition by way of notice on its website.
8. Please understand that by entering, you accept, because of the way the Local Community level of the Paint4Freedom Art Competition is structured and relies on local Host Partners to host each Local Community Paint4Freedom Art Competition, these details of selection and display may change and vary from competition to competition.

## **Collecting the Entered Paintings**

1. If the Entered Painting is not being donated to be sold by Paint4Freedom Limited, the Artist is responsible for organising the collection of their Entered Painting.
2. Artists sending couriers for pickup must wait for notification by email before collecting their Entered Painting.
3. Paint4Freedom Limited will NOT pay for any costs incurred in the collection of any Entered Painting.
4. If any Artist does not retrieve their Entered Painting within the given timeframe, Paint4Freedom Limited will be entitled to sell or otherwise dispose of the Entered Painting and shall be under no liability whatsoever to the Artist (or any other person) in respect of the Entered Painting so sold or disposed of.

**Key Dates:****Online Entry Acceptance via Website:**From Tuesday October 1<sup>st</sup>, 2019**Final Entries:**5pm, Sunday, November 3<sup>rd</sup>, 2019**Entry Hand-in:**10am-4pm, Thursday, November 28<sup>th</sup>, 2019**Australia Residing Eligibility Starting Date:**Monday November 25<sup>th</sup>, 2019

Artists entering any Local Community Paint4Freedom Art Competition must have either Australian Residency or Australian Citizenship by the final Entry Date for the Local Community Paint4Freedom Art Competition the artist is entering. This can be formally appealed whereby circumstances are seen to warrant and justify.

**Local Community Exhibition:**

November 30<sup>th</sup> to December 8<sup>th</sup>, 2019  
The Soldiers Institute Middle Head,  
Battery Rd, Mosman. NSW

**Painting Collection:**4pm-5pm, Sunday, December 8<sup>th</sup>, 2019

Entered Paintings not collected during this time will be  
treated as donated.

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