

## Terms & Conditions of Entry

### 1. General

- 1.1 The Macquarie Group Emerging Artist Prize 2019 will take place from 12 August 2019 to 5 September 2019 (the "Event") and is organised by Macquarie Group Limited Art Collection ("Macquarie").
- 1.2 Macquarie reserves the right in its sole discretion to allow artists to participate and enter into the exhibition. Successful artists will be notified no later than 3 June 2019.
- 1.3 All art works must be original and completed solely by the nominated artist ("Works"). Photocopies and photographs or other reproductions of Works are not accepted for entry to the Event. By entering the Event, Artists agree that their Works are original and do not infringe any intellectual property or other rights of any other party.
- 1.4 Works in any medium are acceptable, except for ephemeral art, and must not exceed 200 cm x 200 cm. Larger Works will be accepted at Macquarie's discretion and in discussion with Macquarie prior to the Event. Each Work can only be submitted once and for one prize. Submission of a Work is deemed to be acceptance of these Terms and Conditions.
- 1.5 All Works entered must have been created between 1 January 2016 and 12 August 2019. Macquarie has the right to request proof from the Artist to verify the date of creation and / or completion of the Work.
- 1.6 Successful artists will be given the contact details of International Art Services Pty Limited ("IAS") by Macquarie to arrange for transportation of the Artist's Work. IAS will provide:
  - (a) transport of the Works, free of charge to the artist, from Australian capital cities to Space, 1 Shelley St, Sydney, NSW (the "Venue"); and
  - (b) an AUD\$1000 account ("Account") with IAS to cover transport from the Venue back to the artist's nominated location following the close of the exhibition (refer to section 1.7(b)). The Artist will be responsible for any additional transportation costs but, should the transport be valued at less than the value of the Account, the artist will retain the balance of the Account for future transport of Works with IAS.
- 1.7 The artist acknowledges that they are solely responsible to arrange all transport of their Work, including communicating any handling, packing or transportation requirements to IAS.

- 1.8 Works entered must be available for exhibition throughout the Event, plus installation and removal time. Specifically:
  - (a) If transport is not arranged in accordance with clause 1.6, Works selected for exhibition at the Event must be delivered to IAS at Unit 5, 55 Kent Road, Mascot NSW 2020 by or on 5 August 2019; and
  - (b) Unsold Works are to be collected by 1.00 pm on 6 September 2018 ("Collection Time") from the Venue at which the Work is exhibited. If Works are not collected by the Collection Time, Macquarie may arrange for the removal and delivery of the Works back to the artist at the cost of the Artist.
- 1.9 Artists are responsible for their own insurance of the Works for the term of the Event, including installation, removal and transport of the Works. Macquarie takes no responsibility for insuring the Works and will not be liable in any way for any damage or loss sustained during installation, removal and transportation of the Works.
- 1.10 Upon arrival at the Venue, Works will be inspected for damage prior to being accepted. Damaged Works will be returned to the artist at the artist's expense, without liability to Macquarie.
- 1.11 All artists consent to their Work being reproduced, without fee, by Macquarie and the media for the purpose of:
  - (a) critical review, advertising and publicity, including, but not limited to, materials and catalogues for the Event, social media and other future Macquarie events; and
  - (b) creating a non-commercial archive and non-lending reference or database.
- 1.12 For the avoidance of doubt, where the Works are used or otherwise reproduced pursuant to clause 1.11, copyright of the Works themselves will remain vested in the applicable Artist at all times.
- 1.13 The use of images submitted as part of the Work but not consisting of the Work is entirely at the discretion of Macquarie.
- 1.14 Macquarie reserves the right to choose exhibited Works.
- 1.15 All Works submitted for exhibition at the Event must be clearly labelled with artist name and title of the Work.
- 1.16 All Works must be ready for installation and, where practicable, using flat D rings to be placed at the back of the Work, 10cm from the top edge of the piece.

### 2. Entry

- 2.1 In order to submit works, Artists must be:
  - (a) Australian citizens or permanent residents;

- (b) Currently attending graduate or post-graduate art school, graduated from art school within the last 10 years, or aligned with a recognised Aboriginal art centre. Macquarie may at its sole discretion accept Works from artists who do not meet this condition;
  - (c) Not yet represented in any major curated exhibitions;
  - (d) Not an employee, director, officer, contractor or consultant of any Macquarie Group company;
  - (e) Not yet represented by a commercial gallery; and
  - (f) Not an artist already featured in the Macquarie Group Limited Art Collection.
- 2.2 Only Artists who are successfully selected will be notified of their selection to be exhibited as part of the Macquarie Group Emerging Artist Prize.

### 3. Awards

- 3.1 The winning Works will be awarded as follows:
- (a) First prize is \$15,000 Australian Dollars and the Work will be effectively sold to and owned by Macquarie without any extra payment made to the artist;
  - (b) One (1) Highly Commended Nick Waterlow Committee prize of \$2,000 Australian dollars, awarded by the art committee of the Macquarie Group Collection;
  - (c) One (1) Highly commended prize (awarded by guest judge)
  - (d) One (1) People's Choice prize of \$1,000 Australian Dollars; and
  - (e) Up to twelve (12) participation prizes of \$500 Australian Dollars each.
- 3.2 The prizes referred to in section 3.1 will be awarded at the judges' discretion and, except for the first placed Work, each Work will be returned to the artist. Judges decisions are final and cannot be appealed.

### 4. Sales

- 4.1 All Works must be available for sale. Works will not be pre-sold before the Event.
- 4.2 The artist's price for each Work must be GST inclusive
- 4.3 Macquarie will not add commission to the artist's price.
- 4.4 Artists must have an Australian Business Number to receive payment for sold Works and, if applicable, prize money, or otherwise complete the "Statement of Supplier" form issued by the Australian Tax Office and

return it to Macquarie by no later than the Collection Time.

- 4.5 Prices cannot be altered after entry to the Event.
- 4.6 The artist appoints Macquarie as the sole agent of the Work/s entered for the duration of the Event.

### 5. Important dates

- 5.1 Artists to propose up to 5 Works each by **5.00 pm on Friday, 31 May 2019** by submitting low resolution images through the nominated portal.
- 5.2 Final list of Works will be confirmed by Macquarie by no later than **1 July 2019** by notification to nominated artists selected as finalists.
- 5.3 Delivery of selected Works to IAS by **5 August 2019**
- 5.4 Installation of Works from **6 August 2019 to 12 August 2019**.
- 5.5 Event opens to the public from 12 noon Tuesday, 13 August to Thursday, 5 September 2019. The venue will be open on Tuesdays, Wednesdays and Thursdays throughout this period. Prize Launch and announcement of winner on **Monday, 12 August 2019 at 6.00pm**.
- 5.6 Collection of unsold works on **6 September 2019 by 1.00 pm**.