

General Terms

1. The Promoter of the Ipswich Art Awards ("the Competition") is Ipswich City Council, ("council") ("the Promoter").
2. The application to enter the Awards shall be referred to as "entry". The applicant shall be referred to as the "Entrant". The artwork piece entered shall be referred to as "artwork".

Entry Conditions

3. By entering the Competition, each Entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any Entrant who fails to comply with these Terms and Conditions.
4. An official entry form must be completed online at ipswich.qld.gov.au by each Entrant for each individual artwork. The digitally submitted entry form is evidence of the Entrant's consent to these Terms and Conditions. Entry forms are not to be submitted by post or in person unless arrangements have been made with the Promoter.
5. An Entrant can submit a limit of 2 total entries across all categories.

Categories are:

- Painting: Acrylic and Oil
 - Painting: Watercolour
 - Drawing and Pastels
 - Three Dimensions
 - Photography
 - Print Making (not digital)
 - Mixed Media
 - New Media.
6. A \$35 fee (incl. gst) is payable to the Promoter for each piece of artwork. No REFUNDS will be issued.
 7. Entrants must submit their entry forms by 5.00 pm on Tuesday 7 March 2023 ("the close date"). No entry forms will be accepted after the close date.
 8. All eligible artworks will be judged in accordance with conditions 29–32 and exhibited.
 9. The Promoter reserves the right to move artworks into suitable categories.
 10. By submitting an entry to the Competition, Entrants acknowledge and accept that each artwork must be submitted, and will be considered by the Promoter to be, for sale.
 11. A commission of 20% will be retained by the Promoter on all sales, including acquisitions.

Delivery and pick up of Artwork/s

12. Entrants are solely responsible for the delivery and collection of their artworks and for the expense of same.
13. Artwork can be personally delivered to Level 1, 1 Nicholas Street, Ipswich (accessible through the council building main foyer via stairs or the lift) between 10.00 am and 4.00 pm on Wednesday 17 May and Thursday 18 May, and between 10.00 am and 2.00 pm on Saturday 20 May 2023. **There is free parking up to 3 hrs underneath Tulumur Place. Late deliveries or wet entries will not be accepted.**
14. Artwork can be couriered to: Ipswich Art Gallery, Main Entry d'Arcy Doyle Place, Ipswich from Tuesday 9 May to Friday 12 May 2023, between 10.00 am and 4.00 pm. Late deliveries or wet entries will not be accepted.

15. Each artwork delivered must be suitably framed, bubble wrapped, ready for hanging with "D" hooks and wire correctly positioned on the reverse and marked with the Entrant's name, address, phone number, title of work, category and selling price. Works not suitably ready for delivery and hanging as above will not be handled by council staff or exhibited.
16. Size of 2D works, including frame, MUST NOT EXCEED 100cm on the longest side. 3D works must be able to be moved by maximum of two people. Please note: New media works are to be submitted on a USB 2.0 or 3.0 in the file format of MP4 or AVI. Works that exceed these sizes or don't meet these formats WILL NOT BE ACCEPTED. New Media is not limited to video work. New Media is for artworks that are digitally created. Digitally created works that are then printed and other media that is used upon this design (i.e. pen, paper, paints) should be submitted in the mix media category.
17. The Promoter will exercise all reasonable care in the handling of artworks after delivery and during the event, but will not be responsible for any loss, theft or damage of same whilst in the custody of it, or its employees or agents. Entrants are advised to arrange appropriate insurance of their works.
18. Artwork must be collected from the Dandiiri Room, Level 1, 1 Nicholas Street, Ipswich on Sunday 4 June 2023 between 3.00 pm and 7.00 pm. Artworks will be picked up in allocated slots. Artwork may not be removed from the exhibition prior to this time.
19. A holding fee of \$50 per day per artwork may apply if artwork is not promptly collected.
20. Artwork not collected by Friday 9 June 2023 will become the property of the Promoter.

Guarantees, indemnity and intellectual property

21. The Entrant (or where the Entrant is a minor, then the parent or guardian) shall indemnify and release the Promoter and its employees and agents in respect of any judgement, action, or liability for all loss, theft, damage, or injury to artworks which arises while the artwork is in the custody of the Promoter.
22. Artworks must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening or is otherwise unlawful. Any artwork that at the discretion of the Promoter, is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition. The Promoter's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered.
23. In submitting an artwork each Entrant warrants that:
 - i. the artwork is their own unaided creation
 - ii. the artwork is attributable only to the Entrant
 - iii. the artwork was completed within the 12 months immediately preceding the Competition judging date of Friday 26 May 2023.
 - iv. the entry and the acts of the Promoter in relation to the entry do not violate or infringe upon (or cannot be reasonably expected to violate or infringe upon) the legal rights of any other person, including the copyright, intellectual property rights, trademark, or moral rights of any person; the Entrant has the right to grant the rights under this condition and condition 23 and 24 below.
24. Entrants agree that by entering the Competition they authorise and grant the Promoter a non-exclusive and non-transferable licence to exercise intellectual property rights in the artwork (which may include, but is not necessarily limited to the use, reproduction and or artwork of Entries) for the purpose of advertising and promoting the Competition. Entries may be exhibited or reproduced in any medium. The Promoter is not required to pay a fee to exercise any intellectual property rights.

25. Entrants agree that the Promoter may use any images of the Entrant's artwork for promotional and communication purposes.
26. The Promoter will always attribute the creation of the work to the Entrant and will acknowledge any modification that may have been made to the entry by the Promoter when exercising its rights under condition 24 and 25 of these Terms and Conditions.
27. By entering the Competition each Entrant agrees to indemnify the Promoter against all loss, damage, costs (including legal costs) or liability whatsoever arising out of or in connection with the Entrant's Breach of these Terms and Conditions (including the content requirements).
28. The Entrant (or where the Entrant is a minor, then the parent or guardian) shall indemnify and release the council in respect of any judgement, action, or liability for all loss, damage or injury to persons or property arising from the negligence of the Entrant (or where the Entrant is a minor, then the parent or guardian); or against any breach by the Entrant of any third party intellectual property rights and against any act or omission by the Entrant (or where the entry is a minor, their parent or guardian) commenced by a third party against the Promoter.

Awards Judging

29. The Promoter will appoint judge/s who will judge the Best of Show Award and one winner in each category. All awards will be announced on the Awards Night on Friday 26 May 2023.
30. All entries in all categories are eligible for the Best of Show Award. The winning artwork of same being precluded from winning any other category.

▪ Best of Show	\$3,000
▪ Painting: Acrylic and Oil	\$1,500
▪ Painting: Watercolour	\$1,500
▪ Drawing and Pastels	\$1,500
▪ Three Dimensions	\$1,500
▪ Photography	\$1,500
▪ Print Making (not digital)	\$1,500
▪ Mixed Media	\$1,500
▪ New Media	\$1,500
▪ People's Choice Award	\$1,500
31. The Promoter reserves the right to not award a prize where insufficient entries are received and/or entries are below standard.
32. The Judge's decision is final and not subject to review. No correspondence will be entered.
33. Staff of Ipswich City Council who are linked to the Ipswich Art Awards via their position or association are excluded from entering the Competition.
34. In 2023 council aims to tour a selection of the winning artworks from the exhibition to venues in Rosewood and Springfield. By entering the Competition each Entrant agrees that should their work be selected it will not be available for collection until the artist / buyer is notified by council.

Ipswich City Council is collecting your personal information so that we can assess your Entry in the Ipswich Art Awards 2023. We will not disclose your personal information outside of council unless we are required by law or you have given your consent. However, to enable the council to administer, judge and promote the Competition your personal information may be recorded and/or disclosed; for instance your name may be disclosed in a publication or at an event for the purpose of giving notice of Competition winners/Entrants. By entering the Competition, we will consider that you have given us your consent to manage your personal information in the manner described in council's Privacy Statement, [Personal Information Digest](#) and this collection notice.