

Cloncurry Art Competition

Terms & Conditions

This competition is conducted by Cloncurry Shire Council, 38-46 Daintree Street, Cloncurry, Queensland 4824 (**Cloncurry Shire Council**).

By participating in Cloncurry Shire Council's "Cloncurry Art Competition" (**Competition**) in Australia, you (**Entrant**) agree to be bound by these terms and conditions.

If you do not accept these terms and conditions, you cannot participate in the Competition or be eligible for any prizes offered in the Competition.

Competition Period

1. Entries into the Competition open on 8 July 2024 at 9:00 am AEST and close on 16 August 2024 at 5:00 pm AEST (**Competition Period**).
2. Following the competition entrant closing date applicants are to be shortlisted by 23 August 2024 and notified by 5:00 pm AEST 23 August 2024.
3. Shortlisted applicants will be required to have their artwork sent/dropped off to the Dr David Harvey-Sutton Art Gallery, Scarr Street, Cloncurry QLD 4824 by 5:00 pm AEST 6 September 2024. Delivery costs are the responsibility of the artist. Council takes no responsibility for damages during transport.
4. After the Competition closing date, a judging period will be completed in the following manner:
 - Judging: between 7 September 2024 and 9 September 2024.
 - Prize announcement and official exhibition opening: 10 September 2024.
 - All entrants must have artwork on display until the closing date of 4 October 2024

Eligibility

5. The Competition is only open to individuals over 18 years (excluding junior competition) who are Australian citizens, permanent residents, or Australian passport holders living in Australia.

Entries

6. An Entrant may enter the Competition by:
 - a. completing the Cloncurry Art Competition online submission form
 - b. In exceptional circumstances, Cloncurry Shire Council may consider entries made by any other means.
7. Entry into the Competition is \$25 per entry.
8. An Entrant may enter the Competition in accordance with these terms and conditions on more than one occasion.
9. Cloncurry Shire Council reserves the right, in its absolute discretion, to refuse to accept an entry from an Entrant.

Formatting, style, and contents

10. Entries must be submitted observing the following formatting and stylistic elements:
 - a. The competition entry form must include a high-resolution image (jpeg) of the artwork.
11. Cloncurry Shire Council reserves the right to refuse an entry if it fails to comply with the above formatting and stylistic elements.
12. Entries must be original works created by the Entrant.
13. The number of entries is limited to 3 per artist. However, each submission must be separate.

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14. All entries must be new work completed in the last 18 months, not previously published, broadcast, otherwise available in the public domain, or prizewinning work from other competitions.
15. Entries that have been entered in previous competitions that are not prizewinning entries and not disqualified by clause 15 are eligible.
16. Entries that are deemed by the judges to be works of plagiarism will be disqualified.
17. Entries must not contain anything unlawful, defamatory, libelous or obscene. Entries containing anything which Cloncurry Shire Council or the judges deem inappropriate will be disqualified.
18. The competition is open to all forms of 2D and 3D artwork including, but not limited to, all paint mediums, drawings, sculpture, works on paper, and photography.
19. The size of a 2D work must not exceed 66cm (25") in height or width, including the frame (which must be of a narrow width). Entries may not be hung if the framing is deemed to be excessive.
20. The size of 3D work must not exceed 1m squared or weigh more than 25kg.
21. Multi-panel 2D artworks are accepted and regarded as one work. Clear instructions must be provided for installation if selected. 2D works are not to exceed 66cm (25"). All 2D works must include suitable framing to hang the artwork for public display using D rings or similar. Photographic clip frames and single string cords or wire will not be accepted.
22. 2D entries must be suitably framed for hanging and must have 'D' rings and hanging wire. This includes works on paper as no artworks will be pinned to walls. A stretch canvas must be mounted with D rings ready to hang. Please note that wet paintings will not be accepted.
23. All works shortlisted for the competition must be listed for sale during the exhibition. The entrant must provide the sale price on the entry form provided All work must be clearly labelled on the back or base with your name, address, telephone number, the title of the work, year of completion, medium, sale price, and dimensions. The recommended sale price must be inclusive of commission, frame, and GST (if applicable) then Cloncurry Shire Council will put the item for sale in the exhibition and will retain a 20% commission (as per the Dr. David Harvey-Sutton Art Gallery Policy) in the event of the work being sold. Payment to artists for sold works will be processed within one month of the closure of the exhibition. Sold Artwork can be collected at the end of the exhibition, all shipping is the artist/buyer's responsibility.
24. If the room is available, entries must be clearly labelled on the back with:
 - a. artist's name
 - b. address
 - c. phone number
 - d. title of work
 - e. year of completion
 - f. medium
 - g. sale price (inclusive of commission, frame, and GST if applicable)
 - h. Size – H x W including weight.
25. If an artwork is sold, the above-mentioned personal information will remain private and the label will be removed.

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Prizes

26. The prizes proudly sponsored by Evolution Mining are as follows:
 - i. Overall 2023 Ernest Henry Art Competition Winner: \$5,000 – acquisitive
 - ii. Runner Up: \$2,000 – non-acquisitive
 - iii. People’s Choice Award: 1,000 – non-acquisitive
27. Prize money will be deposited to the nominated bank account of the Entrants within 30 days of Cloncurry Shire Council receiving the nominated bank details.

Judging

28. The entries will be judged by a Judging Panel, who will have the necessary expertise required to assess the art entries. The expertise may include but not be limited to persons who are suitably credentialed as a person distinguished in art or a reputable public figure with a recognisable Australian public presence and body of work that enables them to appropriately judge a work of art.
29. Where Cloncurry Shire Council receives more than 50 entries for the Competition, Cloncurry Shire Council will establish a review committee whose role will be to shortlist the entries (this is due to space available in the Gallery for the exhibition). The review committee will be made up of suitably qualified individuals.
30. Shortlisted applicants will be required to have their artwork sent/dropped off to the Dr David Harvey-Sutton Art Gallery, Scarr Street, Cloncurry QLD 4824 by 5:00 pm AEST 23 August 2024. Delivery costs are the responsibility of the artist. Council takes no responsibility for damages during transport.
31. Judging criteria are based on three equally evaluated criteria of technical skill, originality, and creativity. The judges’ decision will be final and no negotiation will be entered into.
32. Entries must be received before the end of the Competition Period stated in clause 1 to be considered.
33. The winner will be contacted by phone and email. If the winner cannot be contacted by Cloncurry Shire Council within one week of final judging, Cloncurry Shire Council may select an alternative entry as the winner.
34. All winners will be announced by social media after the prize announcement at the exhibition opening on 10 September 2024.
35. Cloncurry Shire Council accepts no responsibility for any entries not received within the required time or at all. Entries will be deemed accepted when they are received by Cloncurry Shire Council.
36. Cloncurry Shire Council may verify the validity of entries and disqualify any Entrant without notice for providing false information, failing to comply with these terms and conditions, or tampering with the entry process.
37. Cloncurry Shire Council is not responsible for any technical difficulties which prevent an otherwise valid entry from being received by Cloncurry Shire Council.
38. If a winner is disqualified or deemed ineligible in accordance with these terms and conditions or a prize remains unclaimed after 14 days, and after reasonable efforts have been made by Cloncurry Shire Council to contact a winner, the winner forfeits the prize and Cloncurry Shire Council reserves the right to award the prize to the next-ranked Entrant as determined by Cloncurry Shire Council in its sole discretion. The substitute winner, if any, will be notified via phone and email.
39. Voting for the People’s Choice Award will open to the community on the 6th of September closing at 5pm on the 10th of September. Winners will be announced during the official opening starting at 6:30pm on the 10th of

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September.

Media

40. Shortlisted entries may be required to take part in events and media activities at the direction of Cloncurry Shire Council.
41. All prize winners agree to participate in media activities requested by Cloncurry Shire Council in Cloncurry Shire Council's discretion.
42. By entering the Ernest Henry Art Competition, you give Cloncurry Shire Council permission to take photos of artworks at their discretion without further permission required from the artist. Council envisages these photographs will be used to promote further art competitions and media-related activities.

Liability

43. Subject to clause 41, Cloncurry Shire Council will not be liable for any loss or damage (however caused), suffered by the Entrant in connection with these terms and conditions or the Competition.
44. Except as contemplated by clause 41, nothing in these terms and conditions is intended to limit any rights of the Entrant under the *Competition and Consumer Act 2010* (Cth).
45. If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by Cloncurry Shire Council in connection with these terms and conditions or the Competition and Cloncurry Shire Council's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clause 39 does not apply to that liability and instead Cloncurry Shire Council's liability for such failure is limited to (at Cloncurry Shire Council's election):
 - a. in the case of the supply of goods, Cloncurry Shire Council replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
 - b. in the case of supply of services, Cloncurry Shire Council supplying the services again or paying the cost of having the services supplied again.
46. The winner is solely responsible for all government charges, expenses, taxes, or any other tax or duty payable in connection with the prize. Please find a "Statement by Supplier" link on The Ernest Henry 2023 Art Competition Submission form.
47. Reasonable care will be taken by Cloncurry Shire Council in handling the artwork however Council will not be responsible for any loss or damage whatsoever caused to any work while in its custody. Insurance for the artwork during the exhibition and in transit remains the responsibility of the artist.

Intellectual property and personal information

48. Each Entrant makes the following warranties to Cloncurry Shire Council:
 - a. All submissions and presentations provided to Cloncurry Shire Council and the judging panels during the course of the Competition (**Work** or **Works**) are the Entrant's own work.
 - b. The Works do not infringe the rights of any third party, including, without limitation, intellectual property rights and moral rights.
49. By entering the Competition, the Entrant consents to Cloncurry Shire Council using, modifying, and disclosing:
 - a. The Entrants artwork and all information provided by the Entrant in the entry form (**Material**),

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- b. the Entrant's name, likeness, image, or voice (including photograph, film, or recording) in any media.

for an unlimited time without further reference, payment, or any other compensation to Entrant for the promotion of any products or services of Cloncurry Shire Council, including sending the Entrant electronic messages.

50. The use and disclosure of the Material by Cloncurry Shire Council is subject to Cloncurry Shire Council's privacy policy and the restrictions imposed by the *Privacy Act 1988* (Cth). A copy of Cloncurry Shire Council's privacy policy is available on our website <https://www.cloncurry.qld.gov.au/contact/privacy>
51. If an Entrant does not provide Cloncurry Shire Council with the personal information requested in the entry form, then Cloncurry Shire Council may, in its absolute discretion, disqualify the Entrant from the Competition.
52. The Entrant consents to all acts or omissions of any person, including Cloncurry Shire Council, in connection with the Material, that would otherwise constitute an infringement of any moral rights that the Entrant may have now, or in the future pursuant to the *Copyright Act 1968* (Cth).
53. Without limiting paragraph 48, if requested by Cloncurry Shire Council, the Entrant agrees to provide consent to any specific act or omission nominated by Cloncurry Shire Council that may otherwise infringe the moral rights of the Entrant.
54. The first prize in Open Section is an acquisition piece. All entrants by submitting their entries understand that if they win the first prize that the artwork will be acquired by the Cloncurry Shire Council. All other entrants apart from the first prize winner in the Open Section will remain the property of the Entrant and will be available for collection after the exhibition closure date.
55. Upon submission, the Entrant grants Cloncurry Shire Council a non-exclusive, non-transferable, global license to exercise the intellectual property rights (including copyright rights) in the Works, including to use, modify, publish, and commercialise the winning entry without cost.

Queries

56. Any queries regarding the Competition should be directed to council@cloncurry.qld.gov.au

General

57. If for any reason the Competition is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud, any technical difficulties, or any causes beyond the control of Cloncurry Shire Council, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, Cloncurry Shire Council reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Competition.
58. Failure of Cloncurry Shire Council to enforce any of its rights at any stage does not constitute a waiver of those rights.
59. Entrants irrevocably submit to the non-exclusive jurisdiction of the Queensland courts in connection with the Competition.
60. Paragraphs 34, 35, 39, 40, 41, 46, 47, and 48 survive termination or expiry of the Competition.
61. After the exhibition all unsold works must be collected from Dr. David Harvey-Sutton Art Gallery, Thursday 3 or Friday 4 October 2024. Works from interstate will be repacked and dispatched as soon as possible after the close of the exhibition if appropriate arrangements have been made by the artist at their expense.
62. Any works not collected within the time specified will be stored at Dr David Harvey-Sutton Art Gallery and in the absence of appropriate arrangements at the expiry of a further one month will be deemed to be the property of the Cloncurry Shire Council and may be sold or otherwise disposed of at the discretion of the Council staff.