

# TERMS AND CONDITIONS OF ENTRY

ASPECTS ART SHOW | GOONDIWINDI P&A SOCIETY SHOW

*Aspects*  
ART SHOW

1. In consideration of payment of an entry fee to the Secretary of the Goondiwindi Aspects Art Show (part of the Goondiwindi P & A Society), each entrant agrees to accept the following terms and conditions.
2. **ELIGIBILITY**
  - 2.1. Each entrant may enter a maximum of 6 entries, with no more than 3 works per section. Each artwork entry can be entered in 1 section only.
  - 2.2. There are no artwork size restrictions. All sizes are acceptable; however, the Steward reserves the right to exclude any entry under these terms and conditions.
  - 2.3. If a diptych or triptych is priced to be sold as one and/or as individual artworks, the sum of the number of individual artworks must not exceed the exhibition total artworks permitted (6).
  - 2.4. An entry to the Goondiwindi Aspects Art Show is deemed valid and eligible if it:
    - 2.4.1. consists of original artwork, not previously exhibited at the Goondiwindi Aspects Art Show;
    - 2.4.2. was in the last 12 months;
    - 2.4.3. is marked with the section, entrant's name and address, artwork title, sale price or not for sale (NFS);
    - 2.4.4. a separate entry submission being completed and fee paid per art work;
    - 2.4.5. where applicable, freight costs are paid;
    - 2.4.6. each piece is matted, mounted or framed, and ready for hanging (except for 3D entries) with hanging wire secured with D-hooks (not string);
    - 2.4.7. the entry form is submitted before 31 March 2024 (or before if entry allocation is exhausted) and the work arrives:
      - (i) with respect to non-local entries, by 5pm Thursday 18<sup>th</sup> April 2024 to:
        - (a) Goondiwindi Showgrounds, Secretary's office;
        - (b) Delta Agribusiness, 83-89 Marshall St, Goondiwindi;
        - (c) Crisps bus service depot, The Tobacco Station, McLean St. Goondiwindi;  
or
      - (ii) with respect to local entries being hand delivered between 9am-12noon Monday 22<sup>nd</sup> April 2024 to the Visual Arts Pavilion, Goondiwindi Showgrounds.
  - 2.5. Badly framed works are ineligible and will not be hung.
  - 2.6. Late entries will not be accepted.
  - 2.7. **Junior digital artwork section:** Work being entered in the junior digital artwork section must be original artwork created using a computer or iPad. If using a digital photograph the artwork must have very obvious artistic manipulation applied. No enhanced photographs will be accepted; the work must have new artistic elements introduced. Photos of performance art are accepted.
  - 2.8. **Local section:** Entries in the local section are deemed to be local if the entrant resides within 100km of Goondiwindi; or as otherwise accepted by the Steward.
  - 2.9. Entries not satisfying the above conditions are deemed ineligible and will be removed from display, with the entry fee forfeited to the Secretary.



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## 3. ENTRY FEE

- 3.1. All entry fees are non-refundable.
- 3.2. Refunds will not be processed for works entered and:
  - 3.2.1. not received in time; or
  - 3.2.2. not hung/mounted sufficiently and therefore not hung; or
  - 3.2.3. ineligible or invalid entries; or
  - 3.2.4. entries where the artwork is sold prior to sending; or
  - 3.2.5. the decision of the entrant to not send works after entering.
- 3.3. All entry fees are GST inclusive.

## 4. DISPLAY

- 4.1. The Steward reserves the right to exclude any entry for any reason in the Steward's absolute discretion.
- 4.2. Entries cannot be removed without the Steward's consent.
- 4.3. An entry may not be withdrawn by the entrant, nor any conditions of its sale be changed at any stage, after the entry is received.
- 4.4. The Steward may hang artwork in a section other than that designated by the entrant, if such work does not comply with the requirements for the designated section.
- 4.5. The Steward reserves the right to cancel the Aspects Art Show at any time, for the purposes of complying with Government directions, or preserving the safety of the Aspects Art community.
- 4.6. In the event of a cancelled Aspects Art Show:
  - 4.6.1. the Steward may elect, in their absolute discretion, how to treat judging, prizes, sales, collection and return; and
  - 4.6.2. the entrant remains responsible for any expense in relation to return of artwork.

## 5. JUDGING & PRIZES

- 5.1. The decision of any judge may be made in their absolute discretion and is final.
- 5.2. Acquisition prize money can be withdrawn under conditions of the Acquisition.
- 5.3. Prize payments will be made within 15 business days of the Art Show.

## 6. SALE & COMMISSION

- 6.1. A commission of 27.5% will be charged by the Secretary of the Aspects Art Show for each work sold, with a tax invoice supplied to the entrant for those entrants registered for GST, and for any other entrant on request.
- 6.2. Unless otherwise notified by the entrant, the Secretary will deem all entrants not in business for GST purposes.
- 6.3. Prize money is GST exclusive (unless the entrant is registered for GST, whereby the Secretary will add 10% of the value of the prize money to the prize money and the prize money will only be paid to the entrant when the entrant provides a tax invoice (prize money plus 10%) to the Secretary).

## 7. COLLECTION & RETURN

- 7.1. No artwork shall be removed from the exhibition prior to 6.00pm on Saturday 4th May 2024.
- 7.2. Any expense with respect of forwarding, packing, returning and insurance of an entry is that of the entrant.
- 7.3. Each entrant releases and indemnifies the Secretary, the Steward, the Goondiwindi P & A Society and their employees, agents, contractors, assigns and volunteers from any damage, expense, loss or cost incurred by or to the entrant regarding the delivery of artwork to and from Aspects Art Show, the display of artwork (including the provision of any prize money) at the Aspects Art Show.

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7.4. For removal of doubt, it is the sole responsibility of each entrant to arrange collection or freighting of their works to and from the Aspects Art Show.

## 8. NON-EXCLUSIVE LICENCE & COPYRIGHT

- 8.1. The Aspects Art Show acknowledges that each entrant owns and will continue to own all rights and interests in their works, including the copyright in their works.
- 8.2. Each entrant grants the Goondiwindi P & A Society and the Aspects Art Show a non-exclusive licence to reproduce and communicate any work of the entrant, in whole or in part, for commercial use or not, to the public.
- 8.3. Aspects Art Show may at its absolute unlimited discretion reproduce, publish or communicate any work of an entrant, in whole or in part, including but not limited to for television, print and electronic media.
- 8.4. Each entrant agrees any reproduction, communication or sharing of the entrant's work under this clause, is absolutely free from breach of the Copyright Act 1968 (Cth) and any copyright or moral rights the entrant may have.
- 8.5. The entrant forever waives any right to inspect or approve any Publication of any work by the Aspects Art Show and releases and indemnifies the Aspects Art Show from any loss, damage, costs, expense, or claim (including consequential loss) connected with the publication of any work, including action for defamation, libellous material, breach of privacy, or copyright.
- 8.6. The obligations under this clause will survive termination of these terms and conditions.
- 8.7. Any entry violating copyright or deemed by the Steward as libellous in regard to known persons or well-known characters is ineligible and will not be displayed.

