



## 2023 FIRST NATIONS ART COMPETITION GUIDELINES AND TERMS & CONDITIONS

2023 First Nations Art Exhibition and Competition (the “**Competition**”) organised by SOUTHERN QUEENSLAND NATURAL RESOURCES MANAGEMENT LTD trading as Southern Queensland Landscapes ABN 40 627 143 202 (“**Southern Queensland Landscapes**”, or the “**Organiser**”).

### WHO CAN ENTER

1. The Competition is open to artists who identify as First Nations people from the **28 Nations in the Southern Queensland Landscapes** area including Auburn Hawkwood, Badjiri, Barunggam, Bidjara, Bigambul, Boonthamurra/Bunthamarra, Budjiti, Djakunde/Jangerie, Euahlayi/Yuwaalaraay, Gamilaraay/Gamilaroi, Giabul, Githabul, Kambuwal, Gunggari, Kooma, Iman, Jarowair, Kullilli, (Kullilla), Kungardutyi, Punthamara, Kunja, Mandandanji, Mardigan, Morrawarri/Murrawarri, Palpamudramudra Yandrawandra, Wakka, Wangkumarra/Wongkumara, Western Bundjalung, and Western Wakka Nations (“**Artist**” or “**Entrant**”) and the **Entrant must have endorsement by an elder of the Nation they identify with.**
2. Entrants must be 11 years of age and over to enter (refer to the below Terms & Conditions).
3. Entrants under the age of 16 must have a signed parent consent form upon entering via the website. An online parental consent form will be available on the website to complete.
4. Current employees of Southern Queensland Landscapes are not permitted to enter the Competition.

### HOW YOU CAN ENTER

5. To enter the Competition, the Entrant must submit an entry form via the [website](#), and deliver their Artwork into one of the Organiser’s physical locations (see the below Terms & Conditions) on or before the closing date of 4pm Friday 2 June 2023.
6. The Entrant acknowledges and agrees that the artwork submitted by the Entrant (“**Artwork**”) must:
  - a. be the Entrant’s original work and not infringe the intellectual property rights of any other person
  - b. not have been previously exhibited or shown in any other competition; and
  - c. be in the medium of:
    - a traditional or contemporary painting, in 2D format, using oils, acrylic, watercolour or ochre.
    - a traditional or contemporary 3D sculpture, weaving, glass or other mediums of three-dimensional craft.
    - a traditional or contemporary digital work using a software of choice to create a 2D painting and is not limited to photography, visual effects, or audio.



7. Artwork submissions in 2D format must be framed and prepared for hanging. Stretched canvas is considered framed. The Artwork submission must be mounted and framed with fasteners appropriate for hanging.
  8. The maximum 2D format Artwork dimensions are 2000mm x 3000mm including the frame.
  9. The Artwork must be clearly labelled on the back with the following details:
    - a. Artist's name
    - b. Artist statement
    - c. Title of the work (if any given by the Artist)
    - d. Artwork statement
    - e. Category
    - f. Size
    - g. Medium used
    - h. Identify where and when the Artwork was created; and
    - i. Asking sale price.
- These details will be used by the Organiser to create a 'Code Certificate' under the Indigenous Art Code. The Code Certificate will accompany the sale of any Artwork.
10. Entrants may only enter into one Category, and can only submit one entry with a maximum of two Artworks across the mediums. The Artworks need not be related.
  11. The winning Entrants will be chosen by independent judges based on creativity, storytelling ability, skill, and adherence to the theme 'GET UP, STAND UP, SHOW UP'. The judges' decision is final.

## **IMPORTANT DATES**

12. Submissions open 9am on Tuesday 31 March 2023.
13. Artwork is to be delivered to one of the Organiser's [locations](#) between 9am on Monday 3 April 2023 and 4pm Friday 2 June 2023.
14. Submissions close at 4pm on Friday 2 June 2023.
15. In accordance with clause 3.3 of the Indigenous Art Code, Entrants have a 7-day cooling-off period from the date of entry in which they may withdraw their entry and request the return of any Artwork already delivered to the Organiser. Any withdrawal of the artwork after this cooling-off period must be agreed by the Organiser, but will not be considered in the week leading up to, or during NAIDOC Week 2023.
16. Winning Entrants will be announced during NAIDOC Week 2023. More details will be shared closer to NAIDOC Week 2023.

## **COSTS AND EXPENSES**

17. Entry into the Competition is free.
18. If the Organiser sells any Artwork on behalf of the Artist throughout the Competition and exhibition period, the Organiser will retain a 25% commission (exclusive of GST) on the total sale price (refer to the below Terms & Conditions).



## TERMS & CONDITIONS

19. The Organiser is: SOUTHERN QUEENSLAND NATURAL RESOURCES MANAGEMENT LTD trading as Southern Queensland Landscapes (ABN 40 627 143 202). The registered office address is 266 Margaret St, Toowoomba City QLD, 4350 Australia.
20. The Entrant acknowledges and agrees that the artwork submitted by the Entrant ("**Artwork**"):
  - a. must be the Artist's original work and must not have been previously exhibited or shown in a competition
  - b. must be an original and not a reproduction (including prints) and must not infringe the intellectual property rights of any other person
  - c. must be suitable for public viewing and not include any defamatory, offensive or unlawful content, or any content that would be considered by Nations to be secret/sacred and/or restricted, as determined by the Southern Queensland Landscapes First Peoples Committee; and
  - d. must have been completed in the last 12 months, starting from the announcement of the Competition in NAIDOC week 2022.
21. To enter, Entrants must be 11 years of age or over at the time of entry, and identify as a First Nations person from one or more of the 28 nations in the Southern Queensland Landscapes area and have endorsement by a recognised elder of the Nation they identify with. Entrants under the age of 16 must have the permission of a parent or guardian to enter by completing the online parental consent form via the website.
22. All Artworks submitted to the Competition are submitted exclusively for the Competition, and may not be entered in other competitions, put up for sale, or otherwise used for the duration of the Competition.
23. The Competition has two categories, based on the age of the Artist as at the closing date (2 June 2023) ("**Category**" or "**Categories**"):
  - a. Category 1 is for Junior Artists between 11 years and 18 years; and
  - b. Category 2 is for Senior Artists over 18 years of age.
24. The total prize pool is worth \$18,000 split into \$16,500 in cash and \$1,500 in art supplies; divided into two Categories and a grand prize winner as detailed below. Cash prize money will be paid by EFT to the respective winner within 2 business days following the Gala event on the 7<sup>th</sup> of July 2023.
  - a. Category 1:
    - 2D medium
      1. 1st prize - \$1,500 in cash
      2. Runner up - \$750 in cash
      3. Highly Commended - \$250 in Art Supplies
    - 3D medium
      1. 1st prize - \$1,500 in cash
      2. Runner up - \$750 in cash
      3. Highly Commended - \$250 in Art Supplies



- Digital medium
    1. 1st prize - \$1,500 in cash
    2. Runner up - \$750 in cash
    3. Highly Commended - \$250 in Art Supplies
  - b. Category 2:
    - 2D medium
      1. 1st prize - \$1,500 in cash
      2. Runner up - \$750 in cash
      3. Highly Commended - \$250 in Art Supplies
    - 3D medium
      1. 1st prize - \$1,500 in cash
      2. Runner up - \$750 in cash
      3. Highly Commended - \$250 in Art Supplies
    - Digital medium
      1. 1st prize - \$1,500 in cash
      2. Runner up - \$750 in cash
      3. Highly Commended - \$250 in Art Supplies
  - c. The grand prize is \$3,000, and the winner will be decided from the first prize medium winners from both categories.
25. To submit an entry into the Competition, the Artwork must be received by the Organiser on or before 4pm on Friday 2 June 2023 by delivery by the Artist to any one of the Organiser's locations which include: 266 Margaret Street Toowoomba, 21 Major Street Roma, 92 Alfred Street Charleville, 48 Stockyard Street Cunnamulla, 116 Marshall Street Goondiwindi or 1/11 Grey Street St George.
26. Submissions open 9am Tuesday 31 March 2023.
27. The closing date for entries will be 4pm Friday 2 June 2023. After this date, no further entries will be accepted.
28. Transport of the Artwork to the Organiser, including any costs or insurance, is the sole responsibility of the Artist.
29. While the Organiser will take all reasonable precautions and exercise reasonable care in the handling and storage of any Artwork to ensure that the Artwork is not damaged, destroyed or stolen while in the Organiser's possession or control, the Organiser does not accept any responsibility for any Artworks which are delivered to the Organiser that become damaged, lost or stolen through no negligence of the Organiser. The Artist accepts all risks in relation to the transportation and storage of their Artwork to and from the Organiser. The above notwithstanding, the Organiser will maintain insurance coverage for its possession of the Artwork at the Organiser's premises/holding office, transport of the Artwork to the art exhibition and Gala event at the University of Southern Queensland, West Street, Toowoomba, QLD 4350, and displaying the Artwork at the said exhibition and Gala event.
30. The Organiser accepts no responsibility for entries not received by the Organiser for any reason.
31. The Organiser reserves the right to cancel or amend the Competition, these Guidelines and, Terms & Conditions without notice in the event of a catastrophe, war, epidemic, pandemic, civil or military disturbance (or similar event), or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Organiser's control.



32. Any changes to the Competition will be notified to Entrants as soon as possible by the Organiser.
33. The winning Entrants will be announced during NAIDOC Week 2023 (further details about the timing and potential event will be advised in due course).
34. The winning Entrants will be chosen by the judges based on creativity, storytelling ability, skill, and adherence to the theme 'GET UP, STAND UP, SHOW UP'.
35. If plagiarism or any other unlawful or improper conduct is suspected, the Organiser reserves the right to disqualify Entrants. The Entrant agrees to hold harmless the Organiser in relation to any alleged or actual infringement of third-party intellectual property rights.
36. The Organiser's decision and that of the judges in respect of all matters to do with the Competition will be final and no correspondence will be entered into.
37. The winning Entrants will be notified by email and/or phone as soon as possible after the decision date. If any winning Entrant cannot be contacted or does not claim their prize within 14 days of notification, the Organiser reserves the right to withdraw the prize from the winning Entrant and reallocate the award and prize to the runner up Entrant.
38. Entrants acknowledge that by listing a sale price on their Artwork they are offering their Artwork for sale. The sale price listed by the Artist on the Artwork will be the minimum sale price excluding the commission amount, being in the amount of an additional 25% (excluding GST) of the Entrant's listed sale price. Entry in the competition does not guarantee an Artwork will be sold. The Organiser will collect payments for the sale of any Artwork and transfer payment by EFT to the Artist (less 25% commission (exclusive of GST) on the total sale price retained by the Organiser) within 30 days of receiving payment for the Artwork from the purchaser.
39. By entering this Competition, the Entrant confirms they meet eligibility requirements and accepts all Guidelines and Terms & Conditions outlined by the Organiser.
40. The Competition and these Guidelines and Terms & Conditions will be governed by Queensland law and any disputes will be subject to the exclusive jurisdiction of the courts of Queensland.
41. The winning Entrant/s hereby consent to the use of his/her name and image in any marketing or communications material pertaining to the First Nations Art Competition. Any personal information or data relating to the winning Entrant/s or any other Entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the Entrant's prior consent.
42. Entrants will read and accept the Privacy Policy as outlined on the [website](#) and agree to having their information collected and stored for the purposes of this Competition.
43. The winning Entrants' names will be published on the Southern Queensland Landscapes' website, E-newsletter, and via Southern Queensland Landscapes' social media platforms, and the winning Entrants hereby agree to the publication on this basis.
44. This promotion is in no way sponsored, endorsed or administered by, or associated with, Southern Queensland Landscapes <https://www.sqlandscapes.org.au/>



Facebook, Instagram, LinkedIn, Twitter or YouTube.

45. Excluding prior arrangements, Artwork must be collected by the Entrant or their authorised representative from the Organiser by 4pm Friday 6 October 2023. Any Artworks which are not collected within this timeframe shall be deemed abandoned and the Organiser may, without limiting its other rights, dispose of the Artwork in any way it considers appropriate.
46. Artworks which are selected to be included in the Organiser's exhibition online gallery must be photographed, and by entering this Competition, Artists agree to have their Artwork photographed by the Organiser for the purpose of exhibiting the Artwork in the online gallery and promoting the First Nations Art Competition. These photographs may be to promote the following year's First Nations Art Competition (Artists will be acknowledged in the image caption). Copyright of the Artwork remains with the Artist, however the Artist grants the Organiser the use and rights of the Artwork image in promotional publications, and other media, without compensation.
47. The Organiser reserves the right to disqualify any Entrants that are in breach of (or where the Organiser suspects any Entrants are in breach of) these Competition Guidelines and Terms & Conditions.