



KURANDA ART PRIZE 2023 – TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) relate to an art competition for emerging artists entitled the “Kuranda Art Prize”. By entering this competition, you hereby agree to the following terms and represent and warrant to Kuranda Traders Association ABN: 47 854 344 507 (or “us”) that all registration information you submit is truthful, accurate and:

Promoters

Melissa & Warren Clinton, owners of Kuranda Riverboat and Kuranda Rainforest Tours, created the Kuranda Art Prize in 2022. Kuranda Traders Association is a not-for-profit Association established in Kuranda in 2020. The sponsors of the 2023 Kuranda Art Prize are:

- Kuranda Riverboat and Kuranda Rainforest Tours
- Kuranda Traders Association
- Kuranda Koala Gardens
- Birdworld Kuranda
- Sprout Juice and Coffee Bar Kuranda
- Cantata Studio Kuranda

The Kuranda Traders Association mission is to engage, connect and support Kuranda traders and the community, to create a thriving commercial and creative hub—one that successfully represents and promotes our unique village as a desirable destination to local, domestic and international tourists alike.

- Kuranda Traders Association
- Phone: 0418 930 511 (Melissa Clinton)
- kurandaartprize@kuranda.org

Purpose

The purpose is to hold a Kuranda Art Prize annually and extend the scope and prize money of the art prize, as it grows.

The Kuranda Art Prize is a non-acquisitive competition for beginner (*an artist who has specialised training in their field, not necessarily gained in an academic institution, who is at the beginning of their career, and who has created a modest independent body of work*) and emerging artists (*The National Association for the Visual Arts (NAVA) defines an emerging artist as one that “will have practised as a professional artist continually for less than 5 years.”*).

The theme of the Kuranda Art Prize in 2023 is **Reflection**.

All funds generated through partnerships, commission and entry fees are used in the running of the Kuranda Art Prize and are continuously reinvested in the Prize to encourage artistic endeavour into the future.

The annual Kuranda Art Prize is established to:

- promote culturally diverse artistic endeavours
- showcase the talent of Far North Queensland artists
- encourage the creative development of artists in Australia.

Prize

Judges will select a maximum of 20 finalist entries for exhibition and sale.

An online exhibition of finalists' artwork will be hosted at www.kuranda.org and will be held until 31 December 2023.

A physical exhibition will be held at Café Mandala, Shop 1/20 Coondoo Street, Kuranda QLD.

First Prize	\$ 2,000.00
Second Prize	\$ 1,000.00
Third Prize	\$ 500.00
People's Choice Award	\$ 250.00

All finalist artworks are also eligible to win People's Choice Award of \$250.00, donated by Cantata Studio, Kuranda.

Eligibility

To be eligible for the prize, beginner/emerging artists must be:

- an Australian citizen or permanent resident of Australia; and
- aged 18 and over: and
- a resident in Far North Queensland (Cairns Regional Council, Carpentaria Shire, Cassowary Coast Regional Council, Cook Shire, Croydon Shire, Douglas Shire, Etheridge Shire, Hinchinbrook Shire, Hope Vale Aboriginal Shire, Mareeba Shire, Tablelands Regional Council, Wujal Wujal Aboriginal Shire and Yarrabah Aboriginal Shire).

Exclusions

To void a perception of bias the following are ineligible to participate in this Competition:

- Judges and their immediate family members
- Warren and Melissa Clinton and their immediate family members
- Members of the Kuranda Traders Association Management Committee and their immediate families.

Accepted Media

Painting, drawing, printmaking, fibre art, photography, mixed media. The submitted artwork:

- can be a portrait, landscape, abstract
- can be in medium such as oil, acrylic, charcoal, watercolour, ink, mixed media, pencil or pen
- can be on any surface
- cannot exceed 10 kg in weight
- must be able to be framed

- unframed artwork dimension must **NOT** exceed the size limit of 90 cm x 60cm
- all artworks to have been completed within the previous 12-month period, 30 April 2022 to 30 April 2023
- the artist shall be responsible for all costs associated with creating the work.

Unaccepted Media

The submitted artwork cannot be:

- Digital
- Graphic
- Sculpture

Entry fees

- All competition fees are non-refundable.
- Artists will receive a receipt of entry upon lodgement.
- The cost to enter the Kuranda Art Prize is \$30.00 per entry (inclusive of GST).

Entry Process

- Entries open on Wednesday 16 January 2023 at 6am AEST.
- Entries close on 16 April 2023 at 7pm AEST.
- Entry must be submitted via kuranda.org/kuranda-art-prize.
- Entry forms **MUST** be submitted online and entry fees paid into the supplied bank account. Entries posted or emailed will not be accepted.
- Each entry must be submitted separately.
- Entry applications received after 7pm AEST on the 16 April 2023 will not be accepted.
- All relevant support materials must be supplied including a high-resolution image (1MB minimum and 5MB maximum) in jpg, png, or tiff format.
- Artists may enter a maximum of four individual works in the competition.
- Artists must state on the entry form how they will collect unsold artworks.

2023 Schedule

Kuranda Art Prize reserves the right to change competition deadlines and dates due to circumstances beyond its reasonable control, such as COVID-19 restrictions. Kuranda Art Prize will notify entrants if there is a change of dates.

- Online entries open: 16 January 2023, 6am AEST.
- Entries close: 16 April 2023, 7pm AEST.
- Finalists notified confidentially by: 23 April 2023.
- Finalists publicly announced by: 25 April 2023.
- Finalist works to be delivered to Café Mandala in person **ONLY** on: Tuesday, 2 May 2023 between 9 am and 1 pm.

Please note, each individual entrant will receive 1 x complimentary ticket **only** to the Opening Night on Friday, 12 May 2023. These complimentary tickets will be distributed after entries close and are non-transferable. General admission Opening Night tickets will be available for purchase for \$10/person.

- Finalists works to be received by post by: 2 May 2023.
- Judging period commences: 4 May 2023.
- Exhibition open to the public: Wednesday, 10 May 2023.
- Official opening and award night: Friday, 12 May at 5.30 pm.
- Exhibition closes: Sunday, 28 May 2023 at 2 pm.
- Unsold paintings ready for pick up from Café Mandala on: Tuesday, 30 May 2023 **ONLY** between the hours of 9 am and 1 pm.

Judging Process

The judges shall be appointed by Melissa and Warren Clinton, the owners of Kuranda Riverboat and Kuranda Rainforest Tours, in such number and of such qualification as it sees fit at their sole discretion.

- A panel of art experts will each provide individual scores that will be averaged to produce a single score for each entry. Judging will be 'blind'. No names or other indicators will be shown in judging to lead to the entrant and no names or other indicators are allowed on the entry that could indicate who is the author of the entry.
- No information regarding the entrants will be shared with the judges until all scoring has been made final. In the event of a tie, the entry with the highest score will be deemed the winner. If there is still a tie, the judges will select the entry deemed to be the better entry overall.
- If for any reason an announced judge is unable to judge the entries, the entries will be judged by the remaining judges and/or alternate judge.

Copyrights

- All artworks entered by the artist must be new, original uncopied work, and must not infringe the copyright or any other rights of a third party.
- All works must be made solely by the artist and be the property of the artist, and must not have been previously exhibited, showcased on social media or entered in any other competition.
- Artworks entered in the Kuranda Art Prize, and selected as a finalist, must be available for sale. To ensure this, **all art must not be available for sale through any other forum from the time of entry in this competition until the 29 May 2023 unless returned to the artist before 29 May 2023.**

Usage of Images

- All entrants retain the copyright of their works.
- Kuranda Art Prize, third-party partners and promoters are permitted, on a non-exclusive basis, to use photos and descriptions of finalist artworks, acknowledging the artist, for the non-commercial purpose of archiving, advertising, marketing and general publicity, in print and

online, of the Kuranda Art Prize. Finalists will grant this license for a period of two years. Winners will grant this license to Kuranda Art Prize in perpetuity.

- Kuranda Art Prize will always attribute the artist when exhibiting and reproducing their artwork including but not limited to when promoting or marketing their artwork. Every endeavour will be made to ensure third party promoters and partners do the same for a period of two years.
- When reproducing the artworks, the entire artwork will be reproduced. No changes or alterations will be made to the artworks including to reproductions of the artworks, without the prior written consent of the artist.
- Kuranda Art Prize may also use the artist's photo and biographical information when exhibiting, promoting or marketing their artwork.
- Expected marketing activity includes public and website display on kuranda.org, and publicity and social media.
- Artists selected as finalists must keep confidential and agree not to disclose, display, or promote they have been nominated as a 2023 finalist for the Kuranda Art Prize. Artists selected as finalists also must not display their entries on any social media, or any platform until Kuranda Art Prize announce it publicly on 23 April 2023. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of the Kuranda Art Prize terms and conditions.

Finalist Artwork

If an artist's work is selected as a finalist, it will be the finalist's exclusive responsibility to deliver the actual artwork to the Kuranda Art Prize for exhibition and sale and to **make sure it is framed and/or gallery wrapped and ready to be displayed.**

- **Artwork must be dry and suitably framed ready for hanging, including 'D' rings and string/wire.**
- Finalists can arrange delivery of their artwork to Kuranda unframed. It is exclusively the finalist's responsibility for it to be framed in Kuranda or nearby and ready for judging and for display at the Kuranda Art Prize exhibition.
- **Artworks on a stretched canvas are considered framed.**
- **Kuranda Art Prize will not hang any work deemed inappropriately framed or deemed unsafe.**
- Artwork must be clearly labelled on the back with:
 - Name
 - Address
 - Phone number
 - Artwork title
 - Medium
 - Dimensions
 - Sale price (including commission if an artist is registered for GST)
 - The date of artwork completion
- The details on the label should all agree with the details supplied on the entry form.

Artwork Delivery

- Finalists' artwork must be delivered by post to Silver River Enterprises Pty Ltd, PO Box 38, Kuranda QLD 4881 by 2 May.
- The delivery cost of the work to and from the exhibition is the responsibility of the artist.
- Framing or mounting of works, for exhibition, is also the responsibility of the artist and must be carried out prior to delivery.
- Delivery may be presented in person, by artist, proxy, or nominated courier to: Café Mandala, Kuranda on Tuesday, 2 May 2023 between 9 am and 1 pm.
- Kuranda Art Prize is not responsible for any insurance, delivery costs or freight of works during delivery.
- Kuranda Art Prize is not responsible for any works lost or damaged during delivery or late delivery of works that may not be exhibited.
- Kuranda Art Prize recommends the artist purchase their own insurance for packing and transit to and from Kuranda Art Prize place of business.
- Kuranda Art Prize accepts no responsibility for any damage, loss or destruction of artworks while in its possession, up until collection by the artist or the buyer in the case it is sold.

Selection of Finalist Artwork

- The Judges' decision is final. No correspondence will be entered into.
- Finalists will be announced on kuranda.org by 25 April 2023.
- Finalists will be advised if they have been selected and must not promote or disclose the information until it is made public by Kuranda Art Prize by 25 April 2023.
- Award recipients will be announced on the night of the official award ceremony on Friday, 12 May 2023.

Award Finalists

- Finalist artists are responsible for paying all travel costs and expenses incurred, if they wish to attend the award night. They are not required to attend, and Kuranda Art Prize will not reimburse travel expenses incurred.

Exhibition and Sale of Artwork

- If an artist's work is selected as a finalist, work must be available for exhibition and sale at the exhibition at Café Mandala in Kuranda, QLD from 10 May to 28 May 2023.
- Kuranda Art Prize will retain a commission of 30% for unrepresented and represented artists. Where an entrant is represented by a gallery, it is the entrant's responsibility to notify their gallery of participation in this prize. The entrant acknowledges that any commissioning arrangement they may have with their gallery is separate from the commission retained by Kuranda Art Prize.
- **All funds generated through entry fees, partnerships and commission are continuously reinvested in the Kuranda Art Prize to encourage artistic endeavour into the future.**
- Artists will nominate a sale price on the back of their artwork/s. This is the price Kuranda Art Prize can sell the artwork for. Alternate sale prices must be approved by the artist.

GST Information

- The stated sale price should be GST inclusive.
- If you are a registered business an ABN must be supplied.
- Payment from the sale of artwork sold, excluding the 30% commission, will be made to the artist within 30 business days of receipt of full payment from the purchaser of the artwork.
- Any income from the sale, including deposit, will be retained by the artist excluding the 30% commission taken by Kuranda Art Prize on the GST exclusive sale price.
- All finalists must provide bank details that will be used to receive payment of any sold works.

Artwork Exhibition

- All finalists' works must be available for exhibition and sale from 10 May to 28 May 2023 in Kuranda, QLD.
- Kuranda Art Prize has the right to exhibit the artwork as deemed appropriate.
- Finalist artists are responsible for paying all travel costs and expenses incurred if they wish to attend the exhibition. Finalists are not required to attend, and Kuranda Art Prize will not reimburse travel expenses.

Artwork Collection

- The Kuranda Art Prize exhibition will close on 28 May 2023 at 2pm.
- Unsold works will be available for collection from Café Mandala, Kuranda QLD, on Wednesday 31 May 2023. Café Mandala is open Wednesday to Sunday.
- The artist is responsible for the collection of their unsold works, which must be collected no later than 11 June 2023.
- It is the artist's responsibility to organise the safe wrapping and packaging of their own work/s for shipping, collection and transportation including the return delivery. Kuranda Art Prize is not responsible for any damages.
- Any unsold work not collected within two weeks of the exhibition close (11 June 2023) may be retained by Kuranda Art Prize, who will have the right to sell or dispose of work as seen fit.
- Works sold, but not collected by the buyer within two weeks of the exhibition close (11 June 2023) will be returned to the artist. The storage, postage and handling cost will be deducted from the sale price.

Privacy

Personal information collected, as a consequence of entry into this prize, will comply with privacy provisions. Kuranda Art Prize will use personal information only for the purposes related to the events and competition.

Force Majeure

If for any reason beyond Kuranda Art Prize's reasonable control, be it man made or natural disaster, e.g., flood, fire, pandemic, strike, government direction or other emergency that prevent Kuranda Art Prize from holding the completion/exhibition of works, Kuranda Art Prize can cancel or postpone

the event. In such a case submitted works will remain the property of the artist and available for their collection.

Disputes

In the event of a dispute regarding the interpretation of conditions, the decision of the Kuranda Art Prize shall be binding on all parties.

The artist agrees that any, and all disputes, claims and causes of action arising out of, or connected with, the Kuranda Art Prize or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located Kuranda, QLD. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, the artist's rights and obligations, or the rights and obligations of Kuranda Traders Association/Kuranda Art Prize in connection with the competition, shall be governed by, and construed in accordance with, the laws of QLD, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Queensland.

General

The artist shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the Kuranda Art Prize, save where such information is already in the public domain or the express written consent of the company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of the Kuranda Art Prize terms and conditions.

These terms and conditions (as may be amended from time to time) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Entrants will be informed in writing of any changes to these terms and conditions.