

TERMS AND CONDITIONS OF ENTRY



Brisbane Rotary Art Spectacular
ABN 80 300 746 542

PO Box 2039
New Farm Qld 4005

info@rotaryartspectacular.com.au
www.rotaryartspectacular.com.au

A project of the combined Rotary Clubs of Brisbane High Rise - Hamilton - Stones Corner

The Combined Brisbane Rotary Clubs Art Spectacular (ABN 80 300 746 542) known as The Brisbane Rotary Art Spectacular is organised by the Rotary Club of Brisbane High-Rise Inc and the Rotary Club of Stones Corner Inc and the Rotary Club of Hamilton Inc. Should any dispute arise over the meaning of these conditions, or any issues for which no precedent exists, the matter shall be referred to the Brisbane Rotary Art Spectacular committee, whose decision will be final.

1. ENTRIES:

Entry is by invitation only.

Each artist may enter a maximum of four (4) original works unless previously agreed. At the Curator's discretion several examples of a print may be requested. Works must be limited to a maximum framed size of 1.2 square metres in area, with one only permissible to a maximum of 2 square metres. Space limitations may preclude all works from being displayed simultaneously.

Entry is confirmed by return of the completed Entry Form and payment of the Entry Fee. The Entry Form will be sent after images of works have been received and selections have been made.

All works must be the original works of the artist, completed within the last 12 months and not have been the winner of any previous art award.

All works will automatically be entered for the acquisitive Best-of-Show Art Prize unless the artist specifically indicates otherwise when completing the Entry Form.

All displayed works will automatically be entered for the People's Choice Award. This award is not acquisitive. Artists may choose to enter each work into one only of the seven award categories by indicating the category when completing the Entry Form. These awards are not acquisitive.

All works will be submitted for sale.

Works must be suitably framed and ready for hanging with wire attached.

To avoid confusion and error, pre-printed labels will be provided and these must be attached to the rear of the specific work.

Artists who do not provide full details as requested (including the ABN/ GST information) and works that are not correctly labelled, may not be accepted.

2. ENTRY FEES:

A fee of \$40 (GST inc) per Artist must be forwarded with the completed Entry Form. Pay by credit card by entering card details on the Entry Form, or by enclosing a cheque or money order, made payable to 'The Brisbane Rotary Art Spectacular'.

3. SALE PRICE & COMMISSION:

All works must be for sale at the price stated on the entry form and the price must include GST where applicable. A commission will be retained by Rotary, in keeping with industry standards, based on the sale price:

- 35% (inc GST) of the sale price when the work has been sourced directly from an artist.
- 30% (inc GST) of the sale price when work has been sourced from a third party.

Where payment by the purchaser is made by credit card (currently Visa and MasterCard only are accepted), the artist will reimburse the merchant fees and authorises us to deduct such sums (usually approximately 1.6%) from the payment for the sale. Artists may wish to consider this requirement when setting the sale price for their works on their entry form.

Payments from sales will be mailed within 4 weeks of the close of the art show with commissions and any fees deducted. A Tax Invoice will be issued for commissions charged.





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4. NON-ACCEPTABLE WORK:

The organisers reserve the right to withhold any works from display considered at their discretion to be non-acceptable for any reason including, without limiting the generality of the following, being wet, unprotected, unframed, not labelled, oversized or overpriced.

5. AWARD CONDITIONS:

Prizes are inclusive of GST when presented to GST registered artists. In all cases, prize winners must supply appropriate invoices to the organising committee.

6. JUDGING:

The organising committee will appoint the judging panel.

All decisions of the judging panel will be final and no correspondence or discussion of results will be entered into.

7. INSURANCE:

Brisbane Rotary Art Spectacular will exercise due care in handling all works but will not accept responsibility for any loss or damage thereto, however caused while in its custody.

For the avoidance of doubt, *Brisbane Rotary Art Spectacular* is not obliged to effect any insurance policies with respect to the art works in its custody.

Artists accept all responsibility for their works during transit and whilst in the care of *Brisbane Rotary Art Spectacular*.

8. RECEIPT and COLLECTION:

Delivery: Works are to be delivered, with labels attached, to the Riverside Centre (Atrium Lobby), 123 Eagle St, Brisbane on **Saturday 14 April 2012 between 9am and 1pm only**.

Delivery/unloading may be done from the Loading Zone in Eagle St outside the "Pig & Whistle" next door to Riverside, if available.

To make arrangements for postal or courier deliveries during working hours in the preceding week (for country & interstate entrants) phone the Collector's Corner on 07 3277 4555.

Collection: Unsold works must be collected on **Saturday 28 April 2012 between 1pm and 3pm** from the Riverside Centre.

There are no holding or storage facilities available at Riverside Centre and no responsibility will be accepted for works uncollected.

9. COUNTRY, INTERSTATE & OVERSEAS ENTRIES:

Freight charges (where applicable) are to be met by the artist. If consigning works via post or courier, it is essential that a **prepaid return freight** voucher is included with the works on receipt. If works are sold unused vouchers will be returned to the artist.

10. GST/ABN:

Artists **MUST** complete the GST/ABN section on the entry form by selecting one of the three categories, providing relevant information and signing.

Artists are responsible for GST applicable on gross painting sales prices and are personally responsible for any and all payments and compliance required by the ATO or GST related law.

Brisbane Rotary Art Spectacular reserves the right not to accept an entry where no information or incomplete information is provided.





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11. PUBLICITY:

Artists agree to grant the organising Clubs the right for works to be reproduced for media promotion and review for this show and any future shows, or to be recorded for documentation. Copyright will reside solely with the artist.

12. INDEMNITIES:

Brisbane Rotary Art Spectacular does not accept liability for non-payment of an award if, for reasons beyond the control of Brisbane Rotary Art Spectacular the funding for any award is not available for distribution. By signing the Entry Form the Artist, indemnifies Brisbane Rotary Art Spectacular against any claims whatsoever in relation to the said awards and wholly releases Brisbane Rotary Art Spectacular from any such claim.

Further, by signing the Entry Form each Artist indemnifies and releases Brisbane Rotary Art Spectacular from claims for any loss, damage, theft or any other claim with respect to the works in the custody of Brisbane Rotary Art Spectacular.

13. WARRANTY:

The artist warrants that each and every artwork is owned by the artist and is an unencumbered original work of art. The artist indemnifies Brisbane Rotary Art Spectacular of any breach of warranty or any default or defect in any such work.

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