



## 1 Definitions

**AGWA** means the Art Gallery of Western Australia ABN 14 734 347 675.

**Artist** means the creator of the portrait.

**ARTrinsic** means ARTrinsic Inc. ABN 76 562 139 103.

**Australian Resident** means a person who:

- a) is an *Australian Citizen*, as that term is defined in the *Australian Citizenship Act 2007 (Cth)*; or
- b) resides in Australia and holds a current *Permanent Visa*, as that term is defined in the *Migration Act 1958 (Cth)*.

**Black Swan Prize for Portraiture** means the Prize and all past or future portraiture prizes created and organised by ARTrinsic entitled 'Black Swan Prize for Portraiture'.

**Business Days** means any day other than a Saturday, Sunday or public holiday in Western Australia.

**Closing Date** means 5pm (AWST) on 20 July 2018.

**Entry Fee** is \$45.00 (inclusive of GST) per portrait.

**Entry Form** means the 2018 Black Swan Prize for Portraiture Entry Form available on the Website and submitted to ARTrinsic online via the Website.

**Exhibition Requirements** has the meaning given in "Section Two – Finalists Only", Exhibition Requirements.

**Final Judging** has the meaning given in "Section Two – Finalists Only", Final Judging & Announcement of Winners.

**Finalist** has the meaning given to that term in clause 17.

**H.U Kendall & Co Prize** has the meaning given in clause 8.

**Judges** has the meaning given in "Section Two – Finalists Only", Final Judging & Announcement of Winners.

**Justification** has the meaning given to that term in clause 9.

**Lester Prize** has the meaning given to that term in clause 8.

**Main Exhibition** has the meaning given in "Section Two – Finalists Only", Exhibition of Portrait.

**People's Choice Prize** has the meaning given to that term in clause 8.

**Portrait Description** has the meaning given to that term in clause 16.

**Portrait Images** means the 1 or 2 high resolution (we suggest 300pixels per inch – 15cm on its longest side. Max 5MB) jpeg/jpg images of the Artist's portrait attached to the Entry Form submitted to ARTrinsic.

**Pre-selection Panel** has the meaning given to that term in clause 17.

**Prize** means the 2018 Black Swan Prize for Portraiture.

**Prize Awards** means the awards detailed and described in clause 8.

**Salon des Refusés Exhibition** has the meaning given in "Section Two – Finalists Only", Exhibition of Portrait.

**Subject** has the meaning given to that term in clause 9.

**Subject's Consent Form** means the Subject's Consent Form available from the Website.

**Subsequent Exhibitions** has the meaning given in "Section Two – Finalists Only", Exhibition of Portrait.

**Tony Fini Foundation Artist Prize** has the meaning given in clause 8.

**Website** means [www.blackswanprize.com.au](http://www.blackswanprize.com.au)

## 2 General

These terms and conditions along with the Artist's completed Entry Form, form the agreement between the Artist, ARTrinsic and AGWA which governs the entry of a portrait into the Prize.

By submitting a completed Entry Form to ARTrinsic, the Artist agrees to these terms and conditions.

ARTrinsic may amend these terms and conditions and the Entry Form at any time, subject to giving notice of the amendment to the Artist. Notice of any amendment may be written, verbal or constructive notice. The Artist's continued involvement in the Prize after any amendment will be taken as their acceptance of any changes to these terms and conditions and the Entry Form.

ARTrinsic has absolute discretion in deciding whether or not an Artist or a portrait has satisfied the terms and conditions for entry into the Prize.

## 3 Artists

As at 1 January 2018, the Artist must be:

- (a) aged 18 years or over; and
- (b) an Australian Resident.

Employees of ARTrinsic, AGWA staff, Prize sponsors and employees or immediate families of the Prize Judges and their respective agents cannot enter the Prize.

## 4 Entering the Prize

To enter a portrait in the Prize, the Artist must:

- (a) submit a completed Entry Form to ARTrinsic by the Closing Date; and
- (b) pay the Entry Fee to ARTrinsic:
  - i) within 10 Business Days of the date of submission of the completed Entry Form to ARTrinsic; or
  - ii) by the Closing Date, whichever date is earlier.

An Entry Form will be deemed a 'completed Entry Form' only if:

- (a) all data fields on the Entry Form are correctly completed;
- (b) it attaches the Portrait Images and in the correct format (jpeg, jpg); and
- (c) except in the case of a self-portrait of the Artist, it attaches a completed and signed Subject's Consent Form.

Incomplete entries and the portraits associated with incomplete entries will not be processed, accepted or considered by the Pre-Selection Panel for exhibition at AGWA.

## 5 Entry Fee

The Entry Fee of \$45.00 (inclusive of GST) must be paid to ARTrinsic:

- (a) online via credit card or PayPal; or
- (b) via cheque or money order.

The Entry Fee will be deemed 'paid' to ARTrinsic upon receipt of cleared funds by ARTrinsic.

If the Artist pays the Entry Fee by cheque or money order, the cheque or money order must be made payable to "ARTrinsic Inc" and posted to The Treasurer, ARTrinsic Inc, PO Box 498 Inglewood WA 6932.

The Entry Fee is non-refundable.

## 6 Entry into the Prize on Behalf of Deceased Artists

Portraits may be submitted for entry in the Prize on behalf of a deceased Artist, provided that:

- (a) the executor of the deceased Artist's estate completes the Entry Form and thereby provides the warranties stated within; and
- (b) ARTrinsic is satisfied that the requirements set out in these terms and conditions have been complied with.

## 7 Warranties

The Artist agrees and warrants that:

- (a) all information provided by the Artist in the completed Entry Form and to ARTrinsic in the course of the Prize is true and correct;
- (b) the Artist is an Australian Resident;
- (c) the Artist's portrait is a portraiture artwork undertaken and completed by the Artist within the 18 months immediately preceding the Closing Date;
- (d) the subject of the Artist's portrait had at least one sitting with the Artist;
- (e) the Portrait Images are true and accurate representations of the Artist's portrait; and

- (f) if the Artist is selected as a Finalist:
  - i) the Artist's portrait will be available from 1 October 2018 to 6 February 2019 inclusive, for exhibition; and
  - ii) the Artist will deliver the portrait on time to such locations as advised by ARTrinsic from time to time, and the portrait will not be permitted to be collected before 6 February 2019.

## 8 Prize Awards

By entering the Prize, the Artist agrees that all Finalists are eligible to be considered for the award of the following:

- (a) Lester Group Prize: **\$50,000** (Non Acquisitive) ("Lester Prize"). Awarded to a Finalist by the Judges;
- (b) People's Choice Prize: **\$7,500** ("People's Choice Prize"). Awarded to the Finalist whose portrait has the greatest number of votes cast in person by voters at the Main Exhibition venue;
- (c) Tony Fini Foundation Artist Prize: **\$10,000** ("Toni Fini Foundation Artist Prize"). Awarded to a Finalist by popular vote of the Finalists. Finalists may not vote for their own portrait;
- (d) H.U. Kendall & Co Highly Commended Prize: One of two **\$500** gift vouchers ("H.U Kendall & Co Prize"). Awarded to two different Finalists by the Judges.

The Finalist awarded the Lester Prize will also receive two economy class return tickets from Perth to any Singapore Airlines destination (except the United States of America). These tickets exclude the cost of government and airport taxes, and the recipient Finalist is liable to pay for any travel costs to and from the point of departure, travel insurance, freight, excess baggage, ground transportation and any other costs related to or arising from the use of the tickets.

The Artist also acknowledges and agrees that:

- (a) not all Finalists receive a Prize Award; and
- (b) a Finalist may receive more than one Prize Award.

## 9 Subject

The portrait must be a portrait of:

- (a) a well-known Australian Resident or more than one well-known Australian Resident;
- (b) an Australian Resident that the Artist admires or is inspired by; or
- (c) a self-portrait,

(the "Subject").

If the Subject is an Australian Resident that the Artist admires or is inspired by, then in the Entry Form the Artist must justify why the Subject has inspired the Artist or is someone the Artist admires ("Justification").

ARTrinsic or their representative (which may be the Pre-selection Panel and/or Prize Judges) have sole discretion to determine whether the Justification is sufficient to allow the portrait to be eligible to be considered by the Pre-Selection Panel for exhibition at AGWA. ARTrinsic or their representative may make this decision with or without (at ARTrinsic's sole discretion) further information from the Artist. Should ARTrinsic or their representative determine the Justification is insufficient, the portrait will not be eligible to be considered by the Pre-Selection Panel for exhibition at AGWA.

## **10 Direct meeting with Subject and Subject's Consent**

The portrait must be the result of the Artist's direct (in person) meeting with the Subject.

If the portrait is not a self-portrait of the Artist, the Subject must agree to be painted by the Artist by completing and signing the Subject's Consent Form. The completed and signed Subject's Consent Form must be submitted to ARTrinsic as an attachment to the Artist's Entry Form.

Failure to provide a completed Subject's Consent Form to ARTrinsic is grounds for the portrait to be ineligible for and excluded from the judging of the Prize.

If the Subject died within the 18 months immediately preceding the Closing Date, the Subject's Consent Form must be completed by the executor of the deceased Subject's estate.

If the Subject is not legally competent to complete the Subject's Consent Form, the form must be completed by the Subject's legal personal representative.

While the human form must be the focus of the portrait, Artists are invited to interpret the concept of portraiture broadly.

## **11 Portrait Completion Date**

The portrait must have been undertaken and completed by the Artist in the 18 months immediately preceding the Closing Date.

## **12 Medium**

Portraits may be executed in (but not restricted to) oil, acrylic, watercolour, pastels, textiles, pencils, charcoal, ink and mixed media (no sculptures, digital media or photography accepted). The Artist must provide details of the media used in the portrait on the Entry Form. If there is any uncertainty as to the media used contact ARTrinsic.

## **13 Size and Frame Requirements**

The size of the portrait must not exceed 40,000 square centimeters (e.g. 200cm x 200cm, including the frame) with a maximum weight of 50kg and maximum width of 200cm (including the frame).

Framed portraits must use acrylic glazing or perspex only, not glass.

## **14 Number of Entries**

Artists may enter a maximum of two portraits in the Prize.

Artists agree that if they enter more than one portrait, only one portrait can be selected for exhibition at AGWA in accordance with clause 17.

Separate Entry Forms need to be completed and submitted to ARTrinsic for each portrait.

## 15 Portrait Images

The Portrait Images must be a true and accurate representation of the completed portrait entered in the Prize by the Artist.

The Artist agrees to ARTrinsic and AGWA using the Portrait Images for the purposes of:

- (a) any display or exhibit of the portrait;
- (b) promoting, marketing, advertising or otherwise publicising any aspect of the Black Swan Prize for Portraiture, or any display or art exhibitions containing portraits entered into the Black Swan Prize for Portraiture;
- (c) production of electronic and print media, such as but not limited to, exhibition catalogues featuring images of portraits entered in the Black Swan Prize for Portraiture, the Portrait Images and or the Portrait Description; and
- (d) education.

## 16 Portrait Description

The Artist must provide a brief description of their experience of painting their Subject (600 characters max) with the Entry Form ("Portrait Description").

The Artist agrees to ARTrinsic and AGWA using the Portrait Description for the purposes of:

- (a) any display or exhibit of the portrait;
- (b) promoting, marketing, advertising or otherwise publicising any aspect of the Black Swan Prize for Portraiture, or any display or art exhibitions containing portraits entered into the Black Swan Prize for Portraiture;
- (c) production of electronic and print media, such as but not limited to, exhibition catalogues featuring images of portraits entered in the Black Swan Prize for Portraiture, the Portrait Images and or the Portrait Description; and
- (d) education.

The Portrait Description must be accurate with no spelling or grammatical errors. The Artist agrees that ARTrinsic has the right to amend the Portrait Description or its placement in any display or exhibition of the portrait.

## 17 Pre-Selection Process

A pre-selection panel ("Pre-selection Panel") will review the Portrait Images and select approximately 30 to 40 portraits for exhibition at AGWA.

An Artist whose portrait is selected by the Pre-selection Panel for exhibition at the Main Exhibition is a finalist ("Finalist").

ARTrinsic reserves the right to revoke an Artist's status as a Finalist if the portrait differs in any material way from the Portrait Images.

The Pre-selection Panel will consist of 5 members who will be selected at ARTrinsic's sole discretion. Members of the Pre-selection Panel may also be selected as Judges of the Finalists' portraits. The Pre-selection Panel's decisions are final and no correspondence will be entered into.

## **18 Finalists subject to “Section Two – Finalists Only”**

The Artist acknowledges and agrees that the terms and conditions set out in clause 21(3), clause 22, and “Section Two - Finalists Only” will apply if the Artist is a Finalist.

## **19 Notification of Finalists**

The Finalists will be announced to the media and published on the Website on Friday 17 August 2018. Finalists will not be notified before the media announcement and publication on the Website.

As Artists are not informed of their status as a Finalist prior to 17 August 2018, each Artist acknowledges and agrees that any marketing material or media announcements produced or published on and prior to 17 August 2018 may not include the following details:

- (a) the name and details of the photographer whose image(s) of the Artist or Artist’s portrait appear in the marketing material or media announcements; and
- (b) image courtesy credit where the image is supplied by a commercial agent or representative or in agreement between the Artist and the agent or representative.

All Artists will be contacted via email after the media announcement and publication on the Website, with the notification of the Finalists. It is the Artist’s responsibility to ensure they notify ARTrinsic of any changes to their contact details.

## **20 Ownership and Risk**

The Artist shall be and will remain the owner of the physical portrait upon entry into the Prize.

Whilst all reasonable care will be taken:

- (a) ARTrinsic;
- (b) ARTrinsic’s:
  - i) contractors;
  - ii) staff; and
  - iii) volunteers;
- (c) AGWA; and
- (d) AGWA’s:
  - i) contractors;
  - ii) staff; and
  - iii) volunteers,

will not be liable or held responsible for any loss or damage whatsoever or however caused, to any portrait:

- (a) while in their custody; or
- (b) during transport to or from any exhibition in which the portrait is displayed.

## 21 Intellectual Property

- (1) Subject to clause 21(3), the Artist retains intellectual property in any portrait entered in the Prize and nothing in these terms and conditions shall transfer, alter or assign their intellectual property.
- (2) All Artists acknowledge, agree and warrant that if they submit images (including Portrait Images) to ARTrinsic taken by a third party, the Artist is authorised to do so for the purposes disclosed in these terms and conditions and the third party author is aware of and agrees to:
  - (a) ARTrinsic and or AGWA using those images in any way in relation to the Black Swan Prize for Portraiture, including but not limited to the reproduction, publication or communication of those images in any way and in any form of media such as print or digital; and
  - (b) their name and details not appearing in relation to those images in some circumstances.
- (3) If an Artist becomes a Finalist or the Artist's portrait is selected for exhibition at the Salon des Refusés Exhibition, in consideration for the public display or exhibition of their portrait by ARTrinsic or AGWA, the Artist hereby:
  - (a) grants to:
    - (i) ARTrinsic a perpetual, non-exclusive, royalty-free, worldwide licence (including the right to sub-licence); and
    - (ii) AGWA, and each of ARTrinsic's touring partners and sponsors, a 1 year, non-exclusive, royalty-free, worldwide licence; and
    - (iii) AGWA a 3 year, non-exclusive, royalty-free, worldwide licence to archive the Exhibition page on the AGWA website ([www.artgallery.wa.gov.au](http://www.artgallery.wa.gov.au)).

to photograph, publish, copy, reproduce, communicate to the public (including via the internet and social media platforms) and otherwise exercise the intellectual property rights in their portrait selected for exhibition, the associated Portrait Images and the Portrait Description for the purposes of:

      - A. displaying or exhibiting in any way, including in a print or digital form, the portrait, images of the portrait, the Portrait Images and or the Portrait Description;
      - B. determining the winners of the Prize Awards;
      - C. promoting, marketing, advertising or otherwise publicising any aspect of the Black Swan Prize for Portraiture or any displays or art exhibitions containing portraits entered into the Black Swan Prize for Portraiture;
      - D. publications on the Website, AGWA website ([www.artgallery.wa.gov.au](http://www.artgallery.wa.gov.au)) or social media;
      - E. production of electronic and print media, such as but not limited to, exhibition catalogues featuring the portrait, images of portraits entered in the Black Swan Prize for Portraiture, the Portrait Images and or the Portrait Description;
      - F. education; and
      - G. any other uses as may be required by ARTrinsic to comply with its obligations under these terms and conditions;

- (b) acknowledges and agrees that in the event their portrait is displayed in any displays or exhibitions containing portraits entered into the Black Swan Prize for Portraiture:
  - (i) the portrait may be photographed by visitors to the display or exhibition. In relation to any exhibition of the portrait at AGWA, please note that it is AGWA policy not to allow flash photography of any work on the premises;
  - (ii) the portrait may be photographed by media and used in media and public communications. In relation to any exhibition of the portrait at AGWA, please note that it is AGWA policy not to allow flash photography of any work on the premises; and
  - (iii) third party websites may promote the display or exhibition of portraits entered into the Black Swan Prize for Portraiture; and
  
- (c) agrees to indemnify and hold harmless ARTrinsic, AGWA and each of ARTrinsic's and AGWA's agents and employees against any claim by a third party that the third party's intellectual property rights have been infringed:
  - (i) by the Finalist;
  - (ii) by ARTrinsic, AGWA and or each of ARTrinsic's and AGWA's agents and employees;
  - (iii) by the Finalist's portrait or any use thereof,
  - (iv) by the Portrait Images or any use thereof;
  - (v) by the Portrait Description or any use thereof; or
  - (vi) as a consequence of use of any information, images or materials provided by the Finalists to ARTrinsic, AGWA and each of ARTrinsic's and AGWA's agents and employees.

## 22 Moral Rights

While ARTrinsic and AGWA endeavour not to breach the Artist's moral rights (as provided in the *Copyright Act 1968* (Cth)), the Artist hereby acknowledges that in some instances it may not be possible for ARTrinsic or AGWA to include the name of the Artist in connection with their portrait on social media platforms.

The Artist hereby consents to ARTrinsic and AGWA not including the Artist's name in relation to the Artist's portrait where the portrait is displayed or reproduced, in any format, on social media platforms or in any media or press releases issued prior to notification of Finalists on 17 August 2018.

## 23 Governing Law

The law applicable to these terms and conditions is that of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.



BLACK SWAN PRIZE  
FOR PORTRAITURE

## 2018 BLACK SWAN PRIZE FOR PORTRAITURE TERMS & CONDITIONS Section Two – Finalists Only

These terms and conditions apply to Finalists.

### Delivery

The Finalist:

- is responsible for delivering their portrait to the International Art Services WA depot at 719 Marshall Road, Malaga WA by no later than 3pm (AWST), Friday 28 September 2018; and
- must ensure the portrait is fully dry before packing, interleaved with Tyvek or acid-free tissue paper and packed with bubble-wrap (importantly, bubble side out) for protection during transport. Should Finalists choose a means of transport other than International Art Services, additional packing (such as card picture packs, tri-wall sandwich packs, crating etc.) may be required to ensure adequate protection during transport.

Portraits received at the International Art Services WA depot after 3pm (AWST), Friday 28 September 2018 will not be accepted under any circumstances and no exceptions will be made.

ARTrinsic reserves the right to notify the Finalist in writing (which may be electronically) of an alternative delivery venue or time (or both), in which case the Finalist must comply with any such notification, or ARTrinsic shall transport the Finalist's portrait to AGWA.

By delivering the portrait to International Art Services WA at their depot as outlined above, or by providing the portrait to ARTrinsic by any other means agreed between the Finalist and ARTrinsic the Finalist agrees to their portrait being held by ARTrinsic and displayed as part of and for the duration of any display or exhibition of Prize portraits.

### Exhibition Requirements

The Finalist must:

- clearly label their portrait with the Finalist's name and the title of the portrait;
- ensure the portrait is in a reasonable condition for exhibiting;
- ensure the portrait is fitted with 25mm length D-ring hooks on the back, at 100mm from the top of the work, for ease of hanging; and
- supply ARTrinsic with accurate framed dimensions of their portrait by Friday 31 August 2018,

(together, "Exhibition Requirements").

If the Finalist fails to comply with any of the Exhibition Requirements, ARTrinsic or AGWA may take all reasonable steps to ensure the portrait complies with the Exhibition Requirements, including having fitted appropriate 25mm D-ring hooks.

## Portraits hanging

Portraits may not be displayed to the Finalist's satisfaction owing to the limited space available at any display or exhibition venue. Portraits are hung at the sole discretion of ARTrinsic, AGWA, and agents and/or staff of ARTrinsic or AGWA, and no discussion will be entered into with the Finalist.

## Exhibition of Portrait

The Finalist grants ARTrinsic permission to display or exhibit their portrait, or a print or digital reproduction of their portrait:

- in an exhibition of selected Finalists for the Prize at AGWA or such other venue as ARTrinsic's Board ("Board") may, in its absolute discretion, determine ("Main Exhibition");
- at venues other than AGWA in exhibitions (including electronic exhibitions) of all or some of the Finalists for the Prize following the close of the Main Exhibition, for a period of up to three months ("Subsequent Exhibitions"); and
- in an exhibition of portraits, some of which were not selected as Finalists for the Prize (the "Salon des Refusés Exhibition") at a venue and for a time period designated by the Board in its absolute discretion. It is the current policy of ARTrinsic to seek the permission of each Artist before a portrait is included in the Salon des Refusés Exhibition.

The Finalist acknowledges and agrees to ensure that the original portrait is available for the entire duration of the Main Exhibition, Subsequent Exhibitions and or Salon des Refusés Exhibition (whichever apply), whether or not they are the owner of the portrait.

## Interstate Artists

For Finalists living outside of Western Australia, ARTrinsic has negotiated a discount for the interstate transport of Artists' portraits through International Art Services. A list of prices will be available in August. Portraits may be delivered by post or courier in accordance with the requirements set out in the 'Delivery' section above.

Finalists living outside of Western Australia must include appropriate return packing, the amount of any return delivery fee and delivery details for the return of their portrait. Should Finalists choose a means of transport other than International Art Services, additional packing (such as card picture packs, tri-wall sandwich packs, crating etc.) may be required to ensure adequate protection during transport.

## Final Judging & Announcement of Winners

Judging of the Finalists' portraits to award the Prize Awards will be undertaken whilst the portraits are exhibited at the Main Exhibition ("Final Judging").

The portraits will be judged for award of the Lester Prize and H.U Kendall & Co Prize by three judges selected by ARTrinsic ("Judges"). The award of the Lester Prize and H.U Kendall & Co Prize are at the sole discretion of the Judges.

The People's Choice Prize will be voted by the public attending the Main Exhibition venue.

The Tony Fini Foundation Artist Prize will be voted by popular vote of the Finalists. A Finalist may not vote for their own portrait.

ARTrinsic may, at its sole discretion, reject a Finalist's portrait from:

(a) final Judging; or

(b) any display or exhibition,

for any reason, including but not limited to failing to comply with the Exhibition Requirements, if the portrait differs from or was misrepresented by the Portrait Images, if the portrait does not meet (at the Judges' discretion) the terms and conditions of the Prize (including but not limited to the requisite size, Subject, medium or otherwise requirements).

ARTrinsic reserves the right to revoke the award of any Prize Award (and any associated privileges) to a Finalist, and may grant it to another Finalist, if the Finalist:

(a) declares false information in the Entry Form or during the course of the Prize; or

(b) fails to comply with their obligations under these terms and conditions.

ARTrinsic or the Judges may, at their discretion, not award any Prize Awards. The decisions of ARTrinsic and the Judges are final and no challenges will be permitted.

## **Sales of portraits**

The Finalist may notify ARTrinsic in the "Portrait Details" section of the Entry Form whether they wish to have the portrait offered for sale.

### Main Exhibition

Portraits exhibited at the Main Exhibition are **not** exhibited or exposed for the purposes of sale.

Portraits will therefore **not** be promoted as being for sale, offered for sale or sold during the Main Exhibition at AGWA by ARTrinsic, the Artist or the Artist's agent.

### Subsequent Exhibitions and Salon des Refusés Exhibition

Portraits will be promoted for sale at Subsequent Exhibitions and the Salon des Refusés Exhibition. The Finalist must specify the price of the portrait, to which ARTrinsic will add a 30% commission. GST will also be added. The Finalist and prospective buyer shall liaise directly in relation to the sale of portraits.

Portraits which are not sold shall be returned to the custody of the Finalist in accordance with the "Collection of Portrait after Exhibition" clause. Finalists are responsible for arranging the delivery of portraits which are sold.

The Finalist warrants that the entrance of their portrait into the Prize, including any subsequent sale of their portrait, does not breach any contract which the Finalist has entered into with a third party (including, but not limited to, any arrangement with a gallery or venue through whom the Finalist is represented). The Finalist hereby indemnifies ARTrinsic for any loss or damage incurred by ARTrinsic as a result of a claim by a third party that the Finalist has breached a third party contract.

## Collection of Portrait after Exhibition

The Finalist:

- must collect their portrait from the International Art Services Depot, 719 Marshall Road, Malaga WA, at a date to be advised by ARTrinsic which will be no later than 1 December 2018;
- is responsible for all transport, freight and collection costs; and
- if having their portrait collected by a courier, must ensure all paperwork for the relevant couriers is provided to ARTrinsic before the date for collection. No portraits will be returned without completed courier documentation including the return address for delivery of the portrait and the consent of the Finalist (and, where applicable, the recipient).

Portraits not collected by 6 February 2019 will be held by International Art Services and will be subject to a \$5 per day surcharge.

All correspondence regarding delivery and collection of the portrait should be directed to ARTrinsic.

## Insurance & Liability

The Finalist is responsible for insurance for their portrait.

Finalists agree and acknowledge that if their portrait is exhibited, their portrait may be exhibited in a public venue and is therefore subject to risk due to unforeseen actions of the public.

ARTrinsic, AGWA, any venues at which the Finalist's portrait is exhibited and their officials, volunteers, employees, contractors, agents and servants, will not be liable for any loss or damage of whatever kind or nature to any person or property (including the Finalist's portrait) arising out of or in conjunction with:

- a) transportation or movement of the Finalist's portrait;
- b) negligence on the part of ARTrinsic, AGWA or any venues at which the Finalist's portrait is exhibited and their officials, volunteers, employees, contractors, agents and servants; or
- c) possession, control, storage, display or exhibition of the Finalist's portrait.

The Finalist is therefore encouraged and agrees to procure appropriate insurance to cover:

- a) the portrait's transportation to and from the Main Exhibition, Subsequent Exhibitions, the Salon des Refusés Exhibition and any other displays or exhibitions;
- b) possession or control of the portrait by third parties; and
- c) the portrait during storage or display at the Main Exhibition, Subsequent Exhibitions, the Salon des Refusés Exhibition and any other display or exhibition of the portrait.

The Finalist hereby indemnifies and holds harmless ARTrinsic, AGWA, any venues at which the Finalist's portrait is exhibited and each of their officials, volunteers, employees, contractors, agents and servants responsible for any claims of whatever kind or nature to any person or property (including the Finalist's portrait) arising out of or in conjunction with

- a) transportation or movement of the Finalist's portrait;
- b) negligence on the part of ARTrinsic, AGWA or any venues at which the Finalist's portrait is exhibited and their officials, volunteers, employees, contractors, agents and servants; or
- c) possession, control, storage, display or exhibition of the Finalist's portrait.

ARTrinsic will exercise due care in handling and protection of the portrait.