

TERMS & CONDITIONS

ENTRANT DECLARATION

In entering the Koorie Art Show, I warrant that I have read, agree to and abide by, the conditions of entry as set out in the Terms and Conditions of Entry and I declare that I fit the eligibility criteria through my own self-assessment including being recognized as a member of the Aboriginal and/or Torres Strait Islander community in Victoria. I declare that the work submitted is my original authentic work and does not infringe the copyright or moral rights of another person or group. I also declare that the work is subject to Indigenous laws/lores in regard to the use of traditional designs and I warrant that where my artwork displays cultural heritage specific to a group within the Indigenous community, that I have followed cultural protocols and obtained the relevant permission. I acknowledge that I retain full copyright of the work and I give permission for the work to be photographed for non-commercial purposes including but not limited to promotional, reporting, educational, and archival purposes (including in any catalogue or other publication, whether in hard-copy or electronic form and including online). This application is a contract between the entrant/artist and the KHT, the terms of which are in this document.

TERMS AND CONDITIONS OF ENTRY

- Deadline for completed Entry Forms is **midnight Sunday 29 September 2024** (Deadline) or an extended date as advised by the KHT.
- Entries are only open to Aboriginal and Torres Strait Islander artists who reside in Victoria and are 17 years of age and over.
- Collaborations with non-First Peoples artists are not permitted.
- There are no fees associated with entering KAS.
- Entries must be of a completed artwork.
- All artworks must be available for sale and eligible to win prizes. The sale price of the artwork will be a total of the artist's price plus the KHT's commission of 30%. See "Artwork Sales" below for details on the calculation of the sale price.
- When completing the entry form, all artists are required to provide finished copies of:
 - i) An Artist Biography up to 200 words; and
 - ii) An Artwork Statement up to 200 words.Changes to this information after the Deadline will not be accepted. KHT reserves the right to edit this information as required, and may contact the artist for approval. This information will be used for marketing and communications purposes associated with KAS (including but limited to): KHT publications, room guides, social media, the KHT and shopKHT websites.
- One artwork only per artist (either 2D, 3D or digital).
- Maximum artwork sizes
2D work: 250 x 250cm.
3D work: 200 x 100 x 50 cm. If 3D work is over 20kgs, requires complex set up, power, an additional support (eg, mannequin, screen, projector, sound etc) you must contact KHT to discuss before entering.
- Artworks must be original and produced in the 18 months prior to the Deadline.
- Entries after the Deadline will not be accepted.
- The KHT reserves the right at any time to refuse an entry should it be considered inappropriate in standard and content, unsafe, poorly constructed or not meet these terms and conditions including potential breach of Indigenous Cultural and Intellectual Property rights. In this instance, you will be notified by the Curatorial team.
- The KHT reserves the right to display the artwork as part of the standard internal exhibitions design process.
- KHT staff and members of the Board of Management are permitted to submit entries, but are not eligible to win prizes including the People's Choice Award.
- *The judge's decision is final and no correspondence will be entered into.*

CRITERIA FOR JUDGING

- To avoid any conflict-of-interest claims, the KHT has a policy and procedures to provide guidance and transparency in the selection of judges for the Show as well as the judging process. The full policy and

procedures can be found on our webpage [here](#) or contact us for a copy of the policy and procedures.

- In selecting a judge, the KHT will satisfy itself and be confident of the integrity of the judges to make an impartial judging decision free of bias. The KHT will brief all judges on perceived or actual conflict of interests and the judges themselves will be reminded that they have a responsibility to advise the Trust of any such conflict. In general, all participating judges will be excluded from submitting an artwork into the Show. There may be instances where a judge whose representation within the Show will lend a degree of prestige to the Show. In such instances, that judge may be considered eligible to enter a work as a "Guest Artist" but will not be eligible for any award. However, such works may be made available for sale.
- Works will be judged for an award based on compliance with the award criteria and the quality of the work, acknowledging this is subjective according to the judging panel.
- In some instances, as part of a particular award sponsorship, the award sponsor may require reproduction of the artwork for purposes of their internal promotional, reporting and archival purposes (whether in hard-copy or electronic form and including online). In such instances, KHT will inform the artist, and the artist shall not unreasonably withhold their consent. Similarly, the award sponsor may wish to commission the artist to work with the sponsor to produce new work(s). In such instances, KHT will again inform the artist, but the commissioning will be a separate agreement between the artist and the sponsor.

DELIVERY OF ARTWORKS

- Artworks must be delivered to the KHT between **Monday 4 November and Friday 15 November, 2024**. Works will be received between **10am and 4pm**.
- Artworks received after the closing date will not be accepted.
- Artworks must be delivered ready for display. Any assembly requirements or installation instructions must be clearly outlined and discussed with the KHT prior to entering.
- Artworks must be submitted with a label on the back listing the following: title of work, date of production of work, name of artist, contact details and correct orientation of work.
- Artworks sent by post must be sent via registered post and have a tracking number which you may

share with KHT staff.

- If possible, please roll large paper-based artwork
- Small paper-based artwork should not be rolled.

FREIGHT AND INSURANCE

- Freight and insurance is the responsibility of the artist.
- The KHT accepts no responsibility for damage to artwork whilst in transit to and from the KHT.

USE OF IMAGES AND ARTIST/ARTWORK INFORMATION

- By entering KAS, you consent to the KHT and/or sponsors using images of your artwork to promote KAS, the KHT and its activities. Any use will be correctly attributed to the artist, using the information provided on the entry form. Please ensure the information provided about the artist and artwork is correct at the time of entry, as changes will not be accepted after the Deadline with the exception of artists contact details.

ARTWORK SALES

- KHT will conduct the sale of all artworks.
- It is the responsibility of the artist to provide KHT with the correct Artist Price at the time of submitting the entry form. Changes to the Artist Price will not be accepted after the Deadline.
- The Artist Price is the amount of money you (the artist) would like to receive from the sale of the artwork and must only include GST if the artist is registered.
- KHT will add a 30% commission to the Artist Price to determine the advertised sale price of each artwork. **Example:** If the price you want for your artwork is \$500 (including GST) the retail price will be \$665. The original \$500 will go to the artist, the \$165 commission (including GST) will go to KHT.
- Artworks will not be released to buyers until the exhibition is finished and full payment of the sale price for the artwork is received from the buyer.
- The artist will be notified of sales at the end of the exhibition.
- The artist will be paid money owing from the sale of artwork after the exhibition closes, but no longer than four weeks after the exhibition closes.

COLLECTION OF UNSOLD ARTWORKS

- All unsold artworks must be collected by appointment between **Tuesday 25 February and Friday 7 March 2025, between 10am and 4pm.**
- KHT will make time available on **Saturday 1 March and Sunday 2 March 2025** for weekend collection.
- If you cannot collect your artwork in person during this two-week period, you will need to arrange someone to collect your artwork on your behalf (relative, friend, or courier at the expense of the artist) within this timeframe.
- KHT accepts no responsibility for artworks after this period, if the artist has not notified KHT or arranged other means of collection.
- If unsold artworks are not collected from the KHT after 8 weeks, KHT will assume the artworks are abandoned and reserves the right to dispose of the artworks.

FURTHER INFORMATION

- For further information on Indigenous Cultural and Intellectual Property (ICIP), please see [this Arts Law Information Sheet](#).
- For further information on artist copyright, please see the [Copyright Agency](#) and the [National Association for the Visual Arts](#) (NAVA).