



2025 TERMS AND CONDITIONS

Important Points to Note:

- Artworks must have been completed after Jan 2024 and not entered in this show previously – see Clause 3
- The Best of Show prize is acquisitive – the work becomes the property of the Show – see Clause 21
- There is no limit on the amount of entries per artist – Entry Fee is \$50 (inc GST) per work - see Clause 1
- Whilst all reasonable care will be taken, works are stored & on display entirely at your risk – see Clause 38

Entry:

1. Artists may enter the Art Show by submitting images and details of their artworks for consideration using the online entry procedure no later than **11.59pm on 9 May 2025**. There is no limit to the number of artworks that can be entered by an artist. Each artwork entered will be subject to a **non-refundable \$50 entry fee** (including GST) payable at the time of entering by credit or debit card. All entrants must have access to an email address, as all communication will be by email only. These Conditions of Entry form part of the entry form and process, and entrants will be required to have read and accepted these Conditions to proceed with entering.
2. All required details are to be uploaded online, and the entry process is not complete until the required fee has been paid. An email will be sent automatically confirming the entry registration process has been completed – note that this email does not indicate acceptance of the artwork for the show. Entering a work and payment of the fee does not guarantee the work will be selected for display – selection is solely at the discretion of the Curator and confirmation of the artworks that have been accepted will be sent at a later date, once selections have been made by the Curator.
3. All artworks must be original, uncopied and the intellectual property of the artist, and must have been completed within the 12 months preceding the date entries are open to the public, and not entered in this show in previous years. The artist affirms that the submitted artwork is a product of their individual creativity and does not infringe upon the intellectual property rights of any third party.
4. Works must be paintings, hand-produced 2D or 3D artworks, or artistically produced digital and photographic images. Works produced using image editing software are eligible, however artworks generated using artificial intelligence or any automated processes are ineligible. Artificial Intelligence is defined as any process which leverages computers or similar information processing machines to mimic the problem-solving and decision-making capabilities of the human mind and any decision by the Art Show on what is or is not Artificial Intelligence is final.
5. As part of the entry process Artists must submit images of the actual works they wish to enter. Each image must be of the entire work, supplied in jpeg format and with a minimum file size of 1MB and maximum file size of 4MB per image. The Curator will rely on this image to select the works for display in the exhibition and so the image must be a good and fair representation of the work. The Curator reserves the right to reject any artwork that subsequently proves to be significantly different to the image originally submitted.
6. Artworks selected by the Curator will need to be delivered to the exhibition venue on the nominated delivery date & time (and not before) – see Clause 25 below for details.
7. Each accepted artwork must be available for display and sale from when the artist is notified of acceptance through to the close of the show. If a work ceases to be available, prior to or after acceptance, the artist must immediately notify the Art Show and the item will then be withdrawn from the show - no fees will be refunded. Substitution of an alternate artwork may be allowed, but only at the sole discretion and prior approval of the Curator.

8. Works must not exceed 1.8m in height or 2m width. Oversized works are likely to be rejected. Should an artwork meet allowable dimensions but exceed the space available for display, the Curator retains the right not to display that work.
9. A multi-panel work (diptych or triptych) will be considered as one work, but the overall dimensions must be within the allowable maximum size criteria specified. Multi-panel works submitted which are outside these dimensions will be considered multiple separate works. If there is a preferred hanging format then and a diagram should be provided when submitting the work for consideration.
10. Space limitations may preclude all works selected for display at the exhibition venue from being displayed simultaneously. The display of accepted works will be at the sole discretion of the Curator..
11. The Art Show reserves the right to remove sold works from display to provide hanging space for other works.
12. At the time of delivery to Central Plaza 1 (refer Section 8 below) 2D artworks must be ready for hanging. They must be suitably framed and must have appropriate strength wire (or durable cord) attached to flush 'D' hangers - eye-hooks are not acceptable as they protrude from the back of the frame. Stretched canvas works will be accepted as 'framed' provided they have adequate cross-members to ensure rigidity. **Works that do not meet these hanging specifications may be rejected on delivery.**
13. To avoid confusion and error and to streamline the drop off process, approximately 2 weeks prior to the delivery date artists will be emailed a pdf with label(s) to attach to the rear of the artwork(s) prior to delivery. Artworks that are not correctly labelled may be rejected on delivery.

Sale Price, Commission & Payment:

14. All accepted works must be available for sale during the show. **The sale price for each work (including GST where applicable) will be that set by the artist when registering online.**
15. The Art Show will retain a Commission of sale prices of each work sold:
35% (including GST where applicable) of the sale price, with the balance payable to the artist.
Where a work has been sourced from a third party (eg gallery or agent) individual arrangements will be made.
16. Where payment by the purchaser of an artwork is made by credit card (Visa and MasterCard only are accepted) the Art Show may choose to require the artist to reimburse the merchant fees and the artist authorises the Art Show to deduct such sums (usually approximately 1.25%) from the payment for the sale. Artists may wish to consider this when setting the sale price for their artworks.
17. When an item is sold the artist will be notified by email. Shortly after the close of the show artists who have sold works will be requested to confirm their banking details. Remittance of sale proceeds, less commission and any fees, will be sent to artists, by bank transfer to the nominated account, within four weeks of the close of the show and a Tax Invoice will be issued by the Art Show for the commission charged.

Non-Acceptable Works:

18. The Art Show reserves the right to withhold from display, or remove from display at any time, any works considered to be non-acceptable for any reason including, but not limited to: damaged in any way, being without suitable frame or hanging wire, incorrectly labelled, oversized, contrary to the entry requirements specified above, inappropriate or offensive content, substantially different to what was submitted during the entry process.

Judging:

19. The Curator will appoint the Judging Panel (Judges) which will consist of 1 or more judges, at the sole discretion of the Curator.
20. The Judges will advise the Curator of the prize winners and the Curator will arrange for the winning artists to be notified. All decisions of the Judges will be final, and no correspondence or discussion of results will be entered into.

Awards:

21. The Categories for awards and associated prize monies are:

- **Best in Show - \$20,000:**

*This prize is acquisitive – ie the work becomes the property of the Art Show and the artist forgoes all rights to the work following awarding of the prize. All works will be entered for the **Best of Show** award unless the artist specifically requests otherwise in writing at the time of entering the show. The winner will be announced at the Opening Night function and the winner agrees to be available for promotional photographs at that event.*

- **Highly Commended – 3 @ \$1,000 each**

Awarded at the Judges' discretion.

22. Prizes awarded are inclusive of GST when presented to GST registered artists and the artist is then, on receipt of the prize, required to provide a Tax Invoice to the Art Show to the value of the prize, including GST.
23. Any individual piece of artwork is not eligible to win more than one monetary prize.
24. All prizes are awarded by the Art Show at its sole and absolute discretion, and the Art Show reserves the right to not award a prize in any category if, in the opinion of the Judges, none of the submitted works meet the standard reasonably expected for that Category.

Delivery and Collection of Artworks:

25. **Delivery of artworks:** 2D and 3D artworks are to be delivered to **Central Plaza 1** – corner Creek & Queen Streets Brisbane on **Saturday, 12 July 2025, between 8:00am and Noon only**. Specific delivery instructions will be provided approximately 1 week prior to that date. Any delivery fees incurred are the responsibility of the artist or representing third party. Labels supplied must be attached by the artist to the works prior to delivery. Protective wrapping of 2D works should be minimised (for transport only) as these works will need to be unwrapped when delivered.
26. Country and interstate entrants **ONLY** may make arrangements for courier delivery of artworks in the week preceding the show – refer Section 9.1 below.
27. **Collection of 2D and 3D artworks:** All unsold artworks must be collected from **Central Plaza 1** – corner Creek & Queen Streets Brisbane on **Saturday, 26 July 2024, between 9.00am and Noon only**. Specific collection instructions will be provided prior to that date. No responsibility will be accepted for unsold works not collected at the designated collection time. If collection will be an issue you will need to contact the Art Show well in advance to make suitable arrangements.

Country, Interstate and Overseas Entries:

28. Country and interstate entrants **ONLY** may make arrangements for courier delivery of artworks during weekday working hours Monday 07 to Friday 11 July – contact the Art Show well in advance to ascertain options and confirm details.
29. The Art Show will exercise due care in handling all artworks held in storage (before and after the show) but will not accept responsibility for any loss or damage thereto, however caused.
30. Freight charges (where applicable) are to be met by the artist. Unsold works to be returned to the country and interstate artists will be held for collection in the week following the show and the artist is to book the relevant courier collection and notify the Art Show accordingly.

GST and ABN:

31. Artists must provide their GST status and ABN (if applicable) when entering. The Art Show reserves the right not to accept an entry where ABN/GST is missing or incomplete.
32. Artists are responsible for the accounting of any GST applicable on gross sales prices and are personally responsible for any and all payments and compliance required by the ATO or GST-related law.
33. So far as these laws and regulations are concerned, the Art Show is deemed to be acting as an agent for the artist.

Publicity

34. The artist agrees to grant the Art Show the right for all artworks to be reproduced for media promotion for this and any future art shows, or to be recorded and used for documentation. Copyright will reside solely with the artist.
35. The artist agrees to provide a written Artist Profile and grants the Art Show approval for use of the information in this profile for publicity and promotional activity.
36. The artist agrees to participate in any art show promotional activity when reasonably requested by the Art Show.
37. The artist agrees to allow the Art Show access to their email address for promotional activities.

Artist's Indemnities and Warranties:

38. The Art Show will exercise due care in handling all artworks but will not accept responsibility for any loss or damage thereto, however caused while in its custody. For the avoidance of doubt, the Art Show is not obliged to affect any insurance policies with respect to the artworks in its custody and Artists accept all responsibility for their works, including insurance against all risks (eg loss, damage, theft), during transit, and whilst in the care of the Art Show.
39. The Art Show does not accept liability for non-payment of an award if, for reasons beyond the control of the Art Show the funding for any award is not available for distribution. The artist indemnifies the Art Show against any claims whatsoever in relation to the said awards and wholly releases the Art Show from any such claim.
40. The artist indemnifies and releases the Art Show from claims for any loss, damage, theft or any other claim with respect to the artworks in the custody of the Art Show.
41. The artist warrants that each and every artwork is owned by the artist and is an unencumbered original work of art by that artist and fully complies with the Entry Conditions set out above. The artist indemnifies the Art Show of any breach of warranty or any default or defect in any such work.

Dispute:

42. The 2025 Brisbane Rotary Art Show (Art Show) is run by the:
Brisbane Art Show Association Inc (ABN 72 988 784 035), GPO Box 1958, Brisbane Qld 4001 which is a joint venture of the Rotary Club of Brisbane High-Rise and the Rotary Club of Paddington.
43. 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 Art Show Association Inc, whose decision will be final.

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