

Instructions, terms and conditions

Please read these terms and conditions of entry. It is assumed the entrant (or where applicable the support person, parent/guardian of the entrant) has read and accepted the terms and conditions of entry when they enter the competition.

Entry into the competition is deemed acceptance of these terms and conditions.

The within instructions, terms and conditions (the "Terms and Conditions") relate to an art competition entitled the "Access Artybald Prize". By entering this competition, you hereby agree to the following terms and represent and warrant to Front Up, Ability Options (or "us") that all registration information you submit is truthful, accurate and:

Eligibility

To be eligible, you must;

- Have been a resident or worked or studied in the Greater Western Sydney region for the eligibility period: 30 Nov 2021 – 30 June 2022
(Greater Western Sydney (GWS) is a large [region of the metropolitan area](#) of Greater [Sydney, New South Wales](#), Australia that generally embraces the north-west, south-west, central-west, and far western sub-regions within Sydney's metropolitan area and encompasses 13 [local government areas](#): [Blacktown](#), [Blue Mountains](#), [Camden](#), [Campbelltown](#), [Canterbury-Bankstown](#), [Cumberland](#), [Fairfield](#), [Hawkesbury](#), [Hills Shire](#), [Liverpool](#), [Parramatta](#), [Penrith](#) and [Wollondilly](#).) https://en.wikipedia.org/wiki/Greater_Western_Sydney
- Enter one artwork only.
- Be aged 16 and over.
- Have completed an entry form online, which includes a brief statement (less than 150 words) telling us who you have chosen to depict and why. If the artist is under 18 years, this form must be signed by a parent or legal guardian.
- Upload a 300dpi image suitable for reproduction of the artwork. This file should not exceed 10MB.
- Entries must be submitted online at frontupstudios.com and received by midnight 28 February 2022. No late entries will be accepted.

The work

- Must be a painting - Artwork may be painted in any medium (e.g., oil, acrylic, watercolour, ink, mixed media. can have other elements of mixed media, but must contain some painting).
- Must be a portrait painted from life, with the subject known to the artist and have a significant role in their life, aware of the artist's intention and having at least one live sitting (in person or face to face online) with the artist. Can be a self-portrait.
- If painting from a photograph, the photograph must have been taken by you at the time of live sitting or live video interaction (this could also be a screen capture).
- 'Painted from life' can also be via online video interaction (e.g., zoom call, skype, facetime/video call)
- Artwork must comply with the size of a 16inch x 20inch (40.64 x 50.8cm) stretched canvas, and limit 2cm Depth (this is a standard size canvas). Can be painted in landscape or portrait orientation.

Preparing the work for delivery

- Must be an unframed 16inch x 20inch stretched canvas, thickness limit 2cm.

- Must be clearly marked on the back with the artist's name and address, contact details, the title of the work and date created.
- Must NOT be wet when submitted.
- Must NOT include any hanging devices such as hooks or wires. These must be removed as they can damage other works and Front Up has its own hanging system.
- One copy of the completed entry form must be attached to the back of the artwork and signed.
- Artist statement about the work attached to the work

Delivering your entry

- The work must be clearly labeled and accompanied by printouts of the completed entry form, Artist Statement and a signed statement from the sitter.
- Entries will only be accepted during the specified period (9.30am-4pm, 14–19 March 2022) to Front Up, Level 2 of the Ability Options Building, 7-11 Rowley Street, Seven Hills NSW 2147. Entries delivered after closing hours 4pm Saturday 19 March 2022 will not be accepted.
- Delivery must be made in person, by a nominated representative (such as a friend, relative or artist's agent) or by a courier/freight company.
- Front Up will NOT pay for any costs incurred in the delivery of any entry.
- Front Up recommends each artist maintain their own insurance for packing and transit to and from the Front Up Studios.

Exhibiting the work

The artist grants Front Up permission to display the work:

- In an exhibition of selected finalists for the Access Artybald Prize 2022 at the Front Up Studios or such other venues as Front Up may in their absolute discretion determine at venues other than the Front Up Studios in an exhibition of all or some of the finalists for the Access Artybald Prize.
- Alternatively, Front Up may display the work either in an exhibition of works that were not selected as finalists for the Access Artybald Prize 2022 at such other venues as Front Up in their absolute discretion determine; or in a separate exhibition of works that were not selected as finalists for the Access Artybald Prize 2022.
- It is the artist's responsibility to ensure that the original work is available for these purposes, whether or not they are the owner of the work.

Selected artists agree to make themselves available for the purposes of exhibition-related events, promotion and publicity at times and dates and in places reasonably requested by Front Up.

Enquiries received from exhibition visitors regarding the sale of artworks will be directed to the artist or his/her support person, parent/guardian. No fee will be taken by Front Up or organisers if any artist wishes to sell their work. All entries must clearly state if the artwork is for sale and if so, the price to purchase, and details of the person to contact. Front Up Studios or partners will not receive or hold payment (whole or in part).

Original and non-infringing work

The artist warrants that the work is their original work and does not infringe the copyright, moral rights or other rights of any third party.

Licensing the work

If the artist is selected as a finalist, the artist grants to Front Up a non-exclusive, worldwide, royalty-free, irrevocable, perpetual licence to reproduce (including photograph) the work in material form, publish and communicate the work to the public for the following purposes, and anything incidental to such purposes:



marketing, publicity, educational, publication (for sale or otherwise) and archival uses of Front Up in relation to the prize and its exhibition in all media, including electronic/digital, broadcasting and print media.

The licence above includes the right to sublicense to Front Up partners and sponsors in accordance with its agreements with those persons.

Where the work is reproduced under licence in the following items, the artist will be compensated as follows by Front Up:

1. In a print exhibition catalogue for sale, for the purpose of the exhibition and tour, with remuneration in the form of 1 copy, and/or an electronic form of the catalogue for sale, with remuneration in the form of one free download (subject to the catalogue/s being produced); and
2. On a postcard for sale, for the purpose of the exhibition and tour, with remuneration in the form of 5 copies (subject to the postcard being produced).

Any other merchandising rights (other than publications) are not included in the licence and would be agreed separately.

It is the artist's responsibility, not Front Up's, to advise any purchaser of the work, or rights in the work, of these licensed rights.

Moral rights

Front Up will attribute the artist when exhibiting, reproducing or publishing the work or communicating the work to the public, unless it is reasonable in all the circumstances not to do so, or the artist has consented in writing, and Front Up will use its reasonable endeavours to ensure that partners and sponsors do the same. The artist consents to the display of the work, including in relation to any other work in relation to the exhibition, tour and the prize.

Front Up will generally reproduce the work in full. However, details of the work may be used under the licence above at Front Ups discretion, and the artist consents to any such use. Front Up will not make other material changes to the work without the prior written consent of the artist, unless it is reasonable in all the circumstances to do so, and will use its reasonable endeavours to ensure that touring partners and sponsors do the same.

Selection of works

Independent judges (to be announced) will meet and select winners in all award categories based on merit and originality. The decision of the selection panel is final, and entrants agree that there will be no further correspondence or dispute related to the decision.

The finalists for the Access Artybald Prize, the prize winner, and the two Highly Commended awards are selected by the appointed Judges. The People's Choice Award is selected by members of the public visiting the exhibition of The Access Artybald Prize finalists at the Front Up Studios, and via social media.

The winner of the Access Artybald Prize receives payment of \$2,000. Two highly commended prizes receive payment of \$1000 each. The winner of the People's Choice Award receives payment of \$1000. All amounts are in Australian dollars, and are awarded in the form of a Visa Debit Card.

The prizes are NOT acquisitive (ie the work will not be purchased by Front Up).

Finalists will be announced by social media and published on the Front Up Studio website at approximately 8pm 4 March 2022. These artists will be notified by email on the same day.

Prize winners will be announced on the Exhibition opening night, and then published on the Front Up Website and on social media the next day.

-The competition is a game of skill and chance plays no part in the selection of the winners. The theme is a portrait of a person who is special to the entrant, who is known to the entrant and who plays a significant role in their life. Submissions will be judged according to the following criteria:

- a) The relevance of the submitted artwork to the theme in question, as decided by our judges
- b) Artistic interpretation of the theme, as decided by our judges
- c) Originality of the submission. Entries that are deemed to not belong to or be created by the user will not be eligible

The Judges' decision is final and no correspondence will be entered into.

- Voting for a People's Choice Award will be conducted online between 1 April 2022 and 20 April 2022. The winner will be announced online on 21 April 2022.
- The promoter reserves the right to request finalists to provide proof of identity and winners to provide proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the promoter.
- The promoter shall endeavour to contact the finalists by phone or email within one week of the prize judging. In the event that a winner cannot be contacted by 5pm on the opening night, the prize will be forfeited by the winner.
- The promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.
- The promoter can take no responsibility for any loss or damage to an artwork entry while in its custody or in transit, or works not collected on specified dates.

Use of personal information

- By entering the competition and accepting the terms and conditions, you agree that Front Up and may use your personal details for the purpose of conducting the competition.
- By entering the competition, you give Front Up permission to contact you if you are a finalist in the competition.

Collecting the work

The artist is responsible for organising the collection of their work during the time period specified by Front UP (dates to be announced) and must indicate on the entry form how the work will be collected. These are the ONLY options available for the return of artworks. There will be NO returns by Australia Post.

For artists sending couriers for pickup, collection will be from Front Up Studios. These works cannot be collected until notified by Front Up. Front Up will NOT pay for any costs incurred in the collection of any entry. If the artist does not collect a work, Front Up will give one month's notice of their intention to dispose of the work, by sending a notice by email and text message to the artist's last provided details. Front Up may destroy or otherwise dispose of all uncollected work in any manner they deem fit and shall be under no liability whatsoever to the artist in respect of the work being destroyed or disposed of.

Force majeure

Where, for any reason beyond the reasonable control of Front Up (including, for example, earthquake; flood; fire; act of God; terrorism; pandemic; government directions, orders or regulations; labour strikes or other emergency event) is prevented or materially hindered from holding the competition or an exhibition of works at the Front Up Studios then it may vary, postpone or cancel the competition by notice in writing to that effect to the artists and by a notice on its website.