YOUNG ARCHIE COMPETITION TERMS & CONDITIONS

- 1. Information on how to enter (above) forms part of the terms and conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- The promoter is the Art Gallery of NSW, ABN 24 934 492 575, Art Gallery Rd, The Domain NSW 2000, ph (02) 9225 1700 and Manning Regional Art Gallery, ABN 44 961 208 161, 12 Macquarie St, Taree NSW 2430 ph (02) 6592 5455
- 3. Entry is open to all permanent residents of Australia. Employees and their immediate families of the Art Gallery of NSW and *Manning Regional Art Gallery* and their agencies and companies associated with the promotion are ineligible to enter the competition. Immediate family means any of the following: child, stepchild, grandchild, niece, nephew, sibling, stepsibling or first cousin.
- 4. The competition commences Friday 22 April 2022 and closes at 4pm Friday 17 June 2022.
- 5. Entries are limited to one artwork per entrant. Entrants found in breach of this limit will forfeit their right to compete. The artwork submitted must be the original work of the entrant themselves and not infringe the copyright, moral rights or other rights of any third party. Artworks that are deemed to not belong to or be created by the entrant will NOT be eligible.
- 6. Judging will take place between 17 29 June 2022 at Manning Regional Art Gallery.
- 7. 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 by *Steve Williams and Rachel Piercy*, 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.
- 8. Judges' decision is final and no correspondence will be entered into.
- 9. Use of artworks and images
 - a. By entering the competition and accepting the terms and conditions, entrants (including winners, finalists and highly commended entrants) give the Art Gallery of NSW and *Manning Regional Art Gallery* non-exclusive rights to reproduce their artwork in material form, to photograph, publish and/or communicate it to the public for the following competition-related purposes, and anything incidental to such purposes, by the Gallery, competition partners and sponsors: marketing, publicity, educational and publication uses for the Gallery, the competition and its exhibition in all media, including but not limited to electronic/digital, broadcasting and print media, in perpetuity.
 - b. Permission to so reproduce the work must be conveyed by the entrant to any purchaser of the work.
 - c. Where reasonable, the Gallery will attribute the artists as the author of the work and reproduce the work in full. Details of the work may be used at the Gallery's discretion.
 - d. Entrants (including winners, finalists and highly commended entrants) will not be entitled to any fee for such use.

10. Use of personal information:

- a. By entering the competition and accepting the terms and conditions, you agree that the Art Gallery of NSW and *Manning Regional Art Gallery* may use your personal details for the purpose of conducting the competition.
- b. By entering the competition, you give the Art Gallery of NSW and *Manning Regional Art Gallery* permission to contact you if you are a finalist in the competition.

- 11. 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.
- 12. 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 *Manning Regional Art Gallery*, the prize will be forfeited by the winner.
- 13. 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.
- 14. The promoter can take no responsibility for any loss or damage to an artwork entry while in its custody or in transit.
- 15. An artwork will only be returned to an entrant if a stamped self-addressed envelope has been provided at the time of entry. After 31 December 2022 the promoter may destroy or otherwise dispose of any other entry (including those of finalists and winners) in any manner it deems fit and shall be under no liability whatsoever to the entrant in respect of the artwork so destroyed or disposed of.
- 16. Prizes are as follows: ANZ gift cards will be given to a parent or guardian, who may be asked to sign the card. Prizes cannot be transferred. Non-cash prizes cannot be redeemed for cash. In the event that for any reason whatsoever a finalist/winner does not take an element of the prize at the time stipulated by the Gallery then that element of the prize will be forfeited by the finalist/winner and cash will not be awarded in lieu of that element of the prize. The Gallery shall endeavour to contact the winner by phone or email within one week of the prize winner announcement. In the event that a finalist/winner cannot be contacted by *Thursday 21 July 2022*, the prize will be forfeited by that entrant.

