

## 1. About the John Shaw Neilson Acquisitive Art Prize

The John Shaw Neilson Acquisitive Art Prize “**JSN Prize**” is an exhibition and competition organised and promoted by The Penola Festival Association Incorporated, ABN 22 053 590 901, referred to in these terms & conditions and entry form as the “**Penola Coonawarra Arts Festival**”.

The Penola Coonawarra Arts Festival exhibits the eligible entries in the JSN Prize during the **Exhibition Dates** and agrees to pay the **Winner’s Acquisitive Cash Prize** to the winning entrant, in return for possession and ownership of the winning artwork, and copyright for use in materials promoting the Penola Coonawarra Arts Festival, in accordance with these terms and conditions. **Other Recognitions** may be awarded at the absolute discretion of the Penola Coonawarra Arts Festival.

The Penola Coonawarra Arts Festival promotes, facilitates and holds arts events that attracts national, state and regional performers and artists embracing the visual and performing arts, music, literature, food and wine. The central focus is the arts and incorporates an eclectic mix of performances, exhibitions, and workshops run in conjunction with Coonawarra showcasing their fine wine and the region’s produce.

Penola Coonawarra has a culturally rich atmosphere with parks, historic buildings and monuments, natural and cultivated landscapes, diverse agricultural industries, cultural icons and museum, local art galleries, winery cellar-doors, a variety of retail shops, cafes and restaurants, all which adds to the varied range of events and venues for arts revellers to visit.

More information about the Penola Coonawarra Arts Festival and John Shaw Neilson is available on the website [www.artsfestival.com.au](http://www.artsfestival.com.au).

## 2. Key Details included on the Website

Key details referred to in these terms and conditions are updated on the website [www.artsfestival.com.au](http://www.artsfestival.com.au) from time-to-time, including:

<b>Entry Close Date</b>	The date the entry must be received at the <b>Delivery Address</b> . No late entries will be accepted.
<b>Delivery Address</b>	The delivery location for the entry by the <b>Entry Close Date</b> .
<b>Entry Fee</b>	The cost of entering this competition per entry, up to a maximum of two (2) entries per person.
<b>Exhibition Dates</b>	The dates, times and location(s) eligible entries in the JSN Prize are exhibited.
<b>Winner’s Announcement</b>	The date, time and location the winner of the JSN Prize is announced.
<b>Winner’s Acquisitive Cash Prize</b>	The cash prize payable to the winner of the JSN Prize, in return for the purchase and possession of the winning artwork by the Penola Coonawarra Arts Festival, and use of copyright in the artwork for materials promoting the Penola Coonawarra Arts Festival.
<b>Other Recognitions</b>	Other recognitions, awards or prizes awarded in the absolute discretion of the Penola Coonawarra Arts Festival.
<b>Sales Commission</b>	Commission added to the sale price of artworks exhibited during the <b>Exhibition Dates</b> (other than the winning entry in the JSN Prize), plus GST where applicable.
<b>Enquiries about the JSN Prize</b>	The contact details of a person appointed by the Penola Coonawarra Arts Festival to answer queries about the JSN Prize.

## 3. Eligibility to Enter the JSN Prize

A person may enter the JSN Prize and is eligible to be selected the winner of the JSN Prize, if the entrant:

- delivers an entry to the **Delivery Address** by the **Entry Close Date**,

- is legally able to agree to these terms and conditions, or if under the age of 18 has the consent of a parent or legal guardian,
- pays the **Entry Fee** per entry, that is non-refundable,
- includes in the entry an original artwork not previously entered in the JSN Prize, complying with the JSN specifications contained in these terms and conditions, and
- includes a completed entry form to accompany each entry, thereby agreeing to these terms and conditions.

By completing the entry form, and entering the JSN Prize the entrant agrees and confirms that:

- the artwork entered is original, and has not previously been entered (in whole or part) in the JSN Prize,
- the entrant owns the artwork and copyright in the artwork entered in its entirety and its parts, and does not infringe the property, copyright or other intellectual property of any third party,
- the artwork entered in the JSN Prize (other than the winner of the **Winner's Acquisitive Cash Prize**) is for sale during the **Exhibition Dates** for at least the price nominated by the entrant in the entry form plus the **Sales Commission**. To avoid any doubt, any artwork entered that is not for sale, is not eligible to be the winner of the **Winner's Acquisitive Cash Prize**,
- the entrant is able to assign unimpeded possession, ownership, copyright and intellectual property in the original artwork,
- the entrant agrees to provide additional written evidence of the authority to give possession, assign ownership in the artwork or copyright or other intellectual property rights within 7 days of a request of the Penola Coonawarra Arts Festival, and
- the entrant indemnifies the Penola Coonawarra Arts Festival against any liabilities arising out of any claim that the exhibition, possession, use, reproduction or assignment of the artwork entered in the JSN Prize infringes the copyright or intellectual property (including moral rights) of any third party.

The Penola Coonawarra Arts Festival:

- reserves the right to refuse any entry in the JSN Prize, considered in its absolute discretion, to be unsuitable or that does not otherwise comply with these terms and conditions, including the JSN specifications.
- is a non-for-profit organisation and its committee is made up of only volunteers who appoint judge(s), key people or sub-committees authorised to organise different parts of its activities on behalf the committee. The individuals appointed as a judge, key person or part of the sub-committee organising the JSN Prize are ineligible to be selected the winner of the JSN Prize. To avoid any doubt this means other individual members of the wider committee not directly involved in the organising of the JSN Prize are eligible for the **Winner's Acquisitive Cash Prize**, to encourage those people to remain a part of the wider volunteer organising committee.
- appoints the judge(s) of the JSN Prize in its absolute discretion to include at least one person. The committee may, in its absolute discretion:
  - appoint a judge(s) who is/are not a member of the organising committee of the Penola Coonawarra Arts Festival, or
  - appoint only one judge, being a person who resides outside of the Limestone Coast area,
  - appoint more than one judge to a panel, with at least 50% of the judges who reside outside of the Limestone Coast area, or
  - ensure the name of the entrants in the JSN Prize are not disclosed to the judge(s) until after the judging process is complete.

An artwork entered in the JSN Prize but not meeting these terms and conditions including the JSN specifications, may in the absolute discretion of the Penola Coonawarra Arts Festival be included (or not) in the exhibition of the JSN Prize, but the entrant is not eligible to be selected the winner of the JSN Prize or for **Other Recognitions**.

## 4. The JSN Specifications

A person entering the JSN Prize must include in the entry an artwork that meets the following specifications:

- it is an original two-dimensional (2D) artwork by the entrant,
- its subject and inspiration is specifically from the poetry of John Shaw Neilson (1872-1942),
- it is professionally framed and presented ready for hanging,
- it is a maximum size, excluding the mount and frame, of one-metre squared (1m<sup>2</sup>),

- it has a copy of the completed entry form securely attached to the back, and
- includes with the artwork in a sealed envelope, a written explanation of the inspiration for the artwork entered, including the entrant's name, artwork title and the title of John Shaw Neilson's poem inspiring the artwork.

## 5. Exhibition of Entries in the JSN Prize

A person entering the JSN Prize agrees:

- the artwork entered in the JSN Prize remain on display for the **Exhibition Dates** at the absolute discretion of the Penola Coonawarra Arts Festival,
- the artwork (other than the winner of the JSN Prize) remain for sale until sold for the **Exhibition Dates** according to these terms and conditions, and
- the entrant's name and/or photograph including of the entrant's artwork may be used in materials promoting the Penola Coonawarra Arts Festival.

The Penola Coonawarra Arts Festival agrees to take all reasonable care of a person's entry in the JSN Prize but does not accept responsibility for loss or damage to any entry. All insurance of the entries is the responsibility of the person entering the JSN Prize.

## 6. Winning Entry in the JSN Prize

The winner is selected from the entrants to the JSN Prize meeting these terms and conditions including the JSN specifications, by the judge(s) and that decision is final and no discussion will be entered into.

The judge(s) decide the entrant winning the JSN Prize, being the artwork entered:

- meeting these terms and conditions, including the JSN specifications, and
- in the judge(s)' sole opinion, best demonstrating artistic skill.

The winning entrant of the JSN Prize selected by the judge(s) is announced by the Penola Coonawarra Arts Festival at the **Winner's Announcement**.

The Penola Coonawarra Arts Festival agrees to within seven (7) days of the **Winner's Announcement**:

- contact the entrant selected the winner of the JSN Prize in person or using the personal contact details provided by the entrant on the entry form, and
- pay to the entrant selected the winner of the JSN Prize the **Winner's Acquisitive Cash Prize**.

The winning entrant agrees with effect from the **Winner's Announcement** to assign ownership of the winning artwork entry to the Penola Coonawarra Arts Festival, including agreeing specifically that the Penola Coonawarra Arts Festival:

- retain possession the artwork to be exhibited in its absolute discretion, and
- may, in its absolute discretion reproduce or use none, part or the whole of the copyright in the winning artwork in any form or manner it decides, in materials promoting the Penola Coonawarra Arts Festival.

**Other Recognitions** from the eligible entrants in the JSN Prize may be awarded to an entrant demonstrating artistic skill, in the absolute discretion of the Penola Coonawarra Arts Festival.

## 7. Materials Promoting the Penola Coonawarra Arts Festival

Materials promoting the Penola Coonawarra Arts Festival referred to in these terms and conditions, include but are not limited to hardcopy and digital materials, such as:

- Posters, flyers, invitations, brochures, programs
- Advertising on TV, cinema, billboards, in the press
- Marketing materials including hardcopy and online, websites, e-news, social media, emails, messaging services
- Signage at venues, on digital screens, street banners
- Merchandise including for commercial sale
- Education resources
- Publicity and editorial
- Archival purposes

## 8. Sale of Artworks exhibited in the JSN Prize

The Penola Coonawarra Arts Festival, may in its absolute discretion, appoint a person or organisation responsible for the arrangements for the offer of sale of artworks entered in the JSN Prize, including:

- collecting on behalf of the entrant the sales proceeds,
- collecting on behalf of the Penola Coonawarra Arts Festival the **Sales Commission**,
- facilitating communication between the entrant and purchaser to arrange the sale and collection of the artwork.

## 9. Return of Entries in the JSN Prize

The JSN Prize entry (other than the winning entry of the JSN Prize or entries sold during the **Exhibition Dates**) may be collected by the entrant following the end of the **Exhibition Dates** from the **Delivery Address**. Alternatively, a person entering the JSN Prize may on the entry form request in writing that the entry is returned via mail by providing labelled return packaging, instructions and payment for all freight and delivery charges to return the entry.

If an entry in the JSN Prize is not claimed or payment made for the cost of returning the entry within a month of the end of the **Exhibition Dates**, the person entering the JSN Prize agrees the Penola Coonawarra Arts Festival may dispose of the entry at its discretion.

## 10. Privacy Policy

The Penola Coonawarra Arts Festival:

- collects entrants' personal information included on the entry in the JSN Prize,
- undertakes not to disclose entrants' personal information to any third party other than as described in these terms and conditions,
- takes entry in this JSN Prize as that person's consent to be contacted using the personal information provided on the entry form, in relation to the JSN Prize and the promotion of the Penola Coonawarra Arts Festival, and
- may be contacted for further information about its Privacy Policy at [info@artsfestival.com.au](mailto:info@artsfestival.com.au).

## 11. Cancellation or Change to the JSN Prize Competition

The Penola Coonawarra Arts Festival reserves the right, by public notification on its website and/or notifying the entrants using the personal information provided on the entry form, to:

- cancel the JSN Prize competition at any time, or
- vary these terms and conditions in writing at any time.