

2021 Midsumma and Australia Post Art Award

Conditions of entry

Promoters	<p>Australian Postal Corporation (ABN 28 864 970 579) trading as "Australia Post", 111 Bourke Street, Melbourne, VIC 3000.</p> <p>and</p> <p>Midsumma Festival Inc (ABN 50 783 159 198) Ground level, 77 Southbank Boulevard, Southbank, VIC 3006.</p>
Entry Restrictions	<p>Open to all Australian residents, who were not a winner in the 2020 Midsumma and Australia Post Art Award.</p> <p>Employees (and the immediate families of employees) of the Promoters who are directly associated with the competition (e.g. selection committee members or judges), or of the agencies or companies associated with this competition are ineligible to enter.</p>
Competition Period	9am (AEST) on 19/10/20 to 5pm (AEDT) on 09/05/21.
Submission Period	9am (AEST) on 19/10/20 to midnight (AEDST) on 27/11/20.
Submission Method	<p>Purpose of the Midsumma and Australia Post Art Award</p> <p>The Australia Post & Midsumma Art Award is a competition recognising outstanding queer artists and reflecting their personal and political perspectives on the world.</p> <p>Submission Process</p> <p>To enter an artwork submission, artists must during the Submission Period:</p> <ol style="list-style-type: none"> a) visit www.midsumma.org.au (Website); and b) fully complete and submit the online entry form including by providing the following information: <ol style="list-style-type: none"> (i) their full name; (ii) their address; (iii) their contact phone number; (iv) the title of their artwork submitted; (v) the year that their artwork was created; (vi) the medium and dimensions of their artwork; (vii) the sale price of their artwork (where applicable); (viii) an artist statement with the title of the artwork (200 word limit); (ix) their CV (maximum one page in length); (x) a biography of the artist (200 word limit); (xi) images of the submitted artwork (maximum of 2 images in high resolution); (xii) their ABN and GST status (where applicable); (xiii) a headshot of the artist (jpeg format) for inclusion on the Website; and

	<p>(xiv) a statement of originality (which ascertains that copyright of the work rests with the artist).</p> <p>Any artwork submitted in the competition must:</p> <ul style="list-style-type: none"> • be unique; • have been created no earlier than two years previous to the competition start date; and • not have been used as a submission in any previous Midsumma and Australia Post Art Award competitions. <p>Works of all mediums and scale will be considered eligible in the competition and will be considered by the competition representatives (i.e. the committee members and judges).</p> <p>Artists are required to provide a link to or copy of any artwork submission that consists of any audio-visual works.</p> <p>Artists will need to ensure that any attachments are provided as a URL and utilising a filename with the artist's full name to allow for easy identification.</p> <p>Finalist selection</p> <p>Finalists will be selected by Midsumma's artistic team from the submissions received during the Competition Period.</p> <p>Finalists will be selected based on artistic merit and overall balance of art forms and artistic content and the suitability of the artwork in line with the submission requirements (i.e. reflecting the artist's personal and political perspectives on the world).</p> <p>All finalists will be notified by 14 December 2020 – If there is any delay in this it will be communicated to all applicants.</p>
<p>Exhibition opportunity</p>	<p>To be eligible for consideration, all finalists will be required to exhibit their submitted artwork during the Midsumma Festival 2021 at No Vacancy Gallery, QV, 30 – 40 Jane Bell Lane, Melbourne, VIC. There will also potentially be a digital display of the work which will be done in coordination with selected finalists.</p> <p>All finalists will be required to install and de-install their artwork for the purpose of the exhibition on the agreed dates. Artists are responsible for any costs associated with the display of their work (e.g. hanging hooks, etc). Artists should note that the Promoters will not provide artists with any technical equipment for the purpose of the exhibition, unless otherwise agreed.</p> <p>Repacking works for freight is the responsibility of the exhibiting artist.</p> <p>Works not collected by the artists at the conclusion of the exhibition on Sun 9 May 2021 will be deemed "unclaimed" and Midsumma Festival will take ownership of them.</p>
<p>Voting Method</p>	<p>The finalists' artworks will be made available to the public for viewing and voting during the Midsumma Festival 2021.</p> <p>To vote on an artwork, voters can attend the Midsumma Festival exhibition and between 26/04/21 and 09/05/21, vote for their favourite artwork by submitting their vote into a ballot box at the exhibition in accordance with any instructions provided by the exhibition representatives.</p>

	<p>There will potentially also be an digital voting system, which will be through a form on the Midsumma Website connected to the digital display of the exhibition.</p> <p>Only the artworks supplied by the shortlisted finalists will be eligible for voting. The finalists cannot place votes.</p>
2021 Midsumma and Australia Post Art Award Winner Determination	<p>The 2021 Midsumma and Australia Post Art Award will be awarded to the finalist whose artwork submitted into the competition is determined by the judges to most artistically and creatively reflect the artist's personal and/or political perspective and which also exhibits a high degree of "artistic merit".</p> <p>The 2021 Midsumma and Australia Post Art Award winner will receive \$6,000 transferred into the winner's nominated bank account.</p> <p>Judges' decisions require final approval by Midsumma Festival CEO.</p>
People's Choice Winner Determination	<p>The People's Choice award will be awarded to the finalist whose artwork submission receives the highest number of votes as calculated by Midsumma Festival at the end of the Midsumma Festival period.</p> <p>The People's Choice award winner will receive \$1,000 transferred into the winner's nominated bank account.</p> <p>In the event of a tie between two or more artists that receive the same highest number of votes, the judges will determine the People's Choice prize winner by deciding which of the tied submissions is the best (in the judges' absolute discretion) based on which of the tied artworks submitted most artistically and creatively reflects the artist's personal and/or political perspective and which also exhibits a high degree of "artistic merit".</p>
Prize Pool	The total prize pool for the award is valued at \$7,000 (inc. GST).
Submission Limits	Artists can submit as many artworks into the competition as they like, provided that each artwork is different and is submitted in accordance with these Conditions of entry.
Sale of artworks	<p>This is a non-acquisitive art award. Artists may choose to make their work(s) available for sale through the sales system facilitated by Midsumma Festival Inc or the host gallery. No commissions are taken on artworks sold. Midsumma Festival takes no responsibility for soliciting the sale of artworks.</p> <p>If sold, artists are responsible for packaging their work ready for transfer of ownership at the conclusion of the exhibition. Failure to do so will incur a \$50 packaging fee taken from the sale of the artwork.</p> <p>Artwork that is not collected by the purchaser within 3 months of the exhibition closing will be returned to the artist. In this instance, ownership of the artwork will transfer back to the artist and the artist will retain the income from the sale (or deposit in the instance that only a deposit was made by the purchaser).</p>
Insurance of artworks	<p>For the purposes of insurance, once artworks are brought into the gallery (No Vacancy), the gallery temporarily takes ownership of the works to ensure it is covered under their contents insurance.</p> <p>Artwork is not insured during transport to and from the exhibition.</p>

By submitting an artwork in the 2021 Midsumma and Australia Post Art Award, artists agree to the following terms and conditions:

- 1 Artwork submissions must be received during the Submission Period. Public votes must be received between 26/04/21 and 09/05/21. Artwork submissions and votes are deemed to be received at the time they are received by the Midsumma Festival and not at the time of submission by the artist or voter. The Promoters have no control over communications networks and are not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoters are not liable for any consequences of user error including (without limitation) costs incurred. Consumers are responsible for their own costs associated with accessing the Internet.
- 2 The Promoters are not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible submissions, correspondence due to error, omission, tampering, theft, destruction or otherwise.
- 3 Each valid submission will be individually judged (by representatives of Midsumma Festival) based on its general artistic merit.
- 4 Each artwork submitted must be the artist's original work. By submitting an artwork into this competition artists:
 - a) consent to the Promoters making copies of or publishing the artwork (including their photographs) to publicise this competition in connection with the Midsumma Festival or for the purposes of promoting LGBTQIA+ inclusion;
 - b) grant the Promoters a world-wide, royalty free, perpetual, irrevocable licence to use their artwork (including their photographs) submitted as part of this competition for purposes set out in paragraph (4) a) above;
 - c) acknowledge that their artwork and their name may be made publicly available by the Promoters and will be accessible to the general public to view at the Midsumma Exhibition and online (including featuring in an online virtual tour of the exhibition);
 - d) undertake to the Promoters that their submission is not, and its use by the Promoters will not be, in breach of any third party rights (including privacy, intellectual property and defamation rights);
 - e) warrant that they own or have the right to license the copyright in any artwork submitted by them into this competition, for the purposes of this competition, that no rights have been granted to any third party in respect of any such artwork which would prevent the artwork being used as contemplated by this competition;
 - f) warrant that any person featured in any photograph or audio-visual submitted by the artist as an artwork submission has consented to the artist submitting that photograph or audio-visual into this competition;
 - g) warrant that their artwork does not include any content that contravenes any law, is discriminatory, or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, artists must not include any content that may be defamatory or in contempt of court;
 - h) warrant that their artwork does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the artist is entitled to do so; and
 - i) warrant that all persons appearing in their photograph are 18 years of age or older or, if any person is under 18 years of age, that their parent's or guardian's consent has been provided.
- 5 The artist must ensure that they are available at no additional fee to Midsumma Festival to engage in such reasonable publicity for the promotion and well-being of the Art Award and the Festival as shall be so arranged by Midsumma Festival.
- 6 If a winning artwork is deemed not to comply with these conditions of entry, or is found to infringe any rights (including, without limitation, any intellectual property rights) of a third party, the submission will be discarded and the award will be given to the artist who

submitted the next best valid artwork as determined by the judges in their absolute discretion.

- 7 The Promoters may, in their sole discretion, disqualify all artists from, and prohibit further participation in this competition by, any person (including without limitation a winner) who infringes any rights (including, without limitation, any intellectual property rights) of a third party, tampers with or benefits from any tampering with the entry or voting process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoters or any of their related bodies corporate, or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 8 The judges' decision is final and no correspondence will be entered into. Disputes will, in the first instance, be managed by Midsumma Festival Inc and where not resolved an appropriately skilled third party will be provided by Midsumma Festival Inc for mediation.
- 9 The Promoters and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 10 If for any reason any aspect of this competition is not capable of running as planned, including due to any cause beyond the control of the Promoters, the Promoters may in their sole discretion cancel, terminate, modify or suspend the competition.
- 11 The Promoters are not liable for any tax implications arising from award winnings. Independent financial advice should be sought. Winners may be required to complete such other documents as reasonably required by the Promoters in order to distribute the award winnings. If the winner chooses not to complete any or all required documents, the winning entry will be deemed invalid and a new winner selected, as determined by the judges. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, artists will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values (if applicable).
- 12 **Privacy notice: The information requested in these terms and conditions is being collected by Australia Post and Midsumma Festival Inc so that you can participate in the competition. Without this information, the Promoters will be unable to process your submission.** Your personal information is managed in accordance with Australia Post's Privacy Policy. This sets out how you may seek access to and correction of your personal information and how to make complaints. A copy is available at auspost.com.au/privacy. Australia Post may only disclose the information provided by you if required or authorised by law, or in accordance with our Privacy Policy. Please refer to the Privacy Policy or contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic 3000 for any privacy related queries. A copy of Midsummer Festival Inc's privacy policy is located at <https://midsumma.org.au/privacy-statement>