



BILLBOARD
ART
REIMAGINED

TERMS AND CONDITIONS OF ENTRY

revised 13 January 2020

fivexartprize.com.au

KEY POINTS:

By way of a summary:

- the first Prize of AU\$30,000 is for a set of still images submitted for public display on two closely situated LED advertising screens, one of which wraps around the corner of a building (at the corner of Flinders and Elizabeth streets in the central business district of Melbourne, Australia);
- any other selected finalists will each receive AU\$1,000 for a set of still images submitted for public display, as above;
- entries close Sunday 16 February 2020 at 11 pm AEDT; and
- the winning entries will be displayed intermittently among commercial advertising content from 30 March to 3 May 2020 in Melbourne, but may be subsequently displayed in other locations (and therefore entries must also be suitable for single and flat LED screen display).

See the Specifications and Terms and Conditions (below) for full details.

1. ELIGIBILITY

- The Fivex Art Prize (the Prize) is open to any Australian citizen or permanent resident.
- Entrants must comply with the technical specifications for submission.
- Only still images are eligible for the Prize; any moving image work (such as video art, an animation, or GIF) will not be considered.
- Each entry (Entry) must be:
 - o the original work of the entrant;

- have been completed specifically for the Prize;
 - be suitable for public display on two LED screens of billboard size fixed above street level (as further described in the Specifications);
 - not involve images or text that a general member of the public may reasonably find offensive, including by reference to race, religion, gender, sexuality, or politics; and
 - be comprised of two inter-related or contrasting images, as also further described in the Specifications.
- By entering, entrants agree to these Terms and Conditions of Entry (the Terms).
- If the Terms are not met (including eligibility requirements), The Fivex Foundation (the Foundation) reserves the right to refuse the entry, revoke any prize (in which case the entrant must refund the prize money).

2. ENTRY

- Entrants must submit their Entry or Entries by 16 February 2020 at 11 pm AEDT (the Closing Date).
- Winning entries will be exhibited from 30 March to 3 May 2020.
- There is no limit on the number of Entries that may be submitted. However, if submitting two or more Entries, each must be submitted separately.
- Each Entry must be submitted using the online portal (www.fivexartprize.com.au) and each entry must be accompanied by:
 - a *curriculum vitae*, maximum one (1) A4 page and/or artist website URL (optional);
 - a brief artist biography of up to 350 words; and
 - a brief artist statement about the Entry (this information may be used and authorised for use by the Foundation in connection with the screening of winning Entries and should be no more than 150 words).
- The file name for each uploaded Entry must include the entrant's name and the title of the Entry (for example, "johnsmith_billboardblues").
- The file name for each uploaded CV, artist biography and artist statement must include the entrant's name and the title of the document (for example, "johnsmith_CV", "johnsmith_Artist Bio", "johnsmith_Statement").

3. SELECTION OF WINNERS

- All Entries will be viewed and considered by the judges.
- All decisions of the judges will be final and no communication will be entered into in relation to those decisions.
- The judges may, in their sole discretion, decide not to award a prize should the quality of Entries not be of a standard reasonably suitable for public screening, having regard to the size of the prizes and the nature and reputation of the Foundation.
- The judges may declare joint winners (in which case, the relevant prize money will be split between the winners).
- The Foundation has the absolute right and discretion to determine the eligibility of entrants and Entries. Any such decision by the Foundation will be final and may not be called into question on any basis.
- If requested to do so by the Foundation, entrants must provide satisfactory proof that they meet the eligibility requirements.

4. PRIZES

- The first prize will be a cash prize of AU\$30,000.
- The judges have the discretion, depending on the quality of Entries, to award up to five additional prizes, each of AU\$1,000.

5. WARRANTIES

- Entrants warrant that:
 - o the entrant (or, in the case of joint entries, the named entrants) solely created the Entry;
 - o each Entry is an original work, and that the creation, communication and public screening of an entry will not infringe any Australian law or any third-party's rights (including any intellectual property rights); and
 - o an Entry (and any image, text or any other material in an entry) may not reasonably be considered:
 - racist or sexist; or
 - offensive (including by reference to issues concerning race, religion, gender, sexuality or politics).

6. RISK

- Entrants must retain a copy of their Entry until at least 31 March 2020, as the Foundation:

reserves the right to request a further copy from entrants;

will not be returning Entries to entrants; or, following judging,

may decide not to retain an Entry.

- To the maximum extent permitted by law, the Foundation (or any of its directors, employees, volunteers, contractors or agents) (together, **the Indemnified**) will not be responsible for any loss or damage to an entry while it is in the possession, custody or control of any of the Indemnified.
- An entrant indemnifies the Indemnified against any loss, damage, injury or expense (including any legal costs on a solicitor-client basis) the Indemnified may suffer as a result of any breach by the entrant of these Terms (including any breach of that entrant's warranties) or from use of an Entry in accordance with clause 7.

7. COPYRIGHT AND LICENSING OF ENTRIES

- All entrants grant the Foundation a perpetual world-wide, royalty-free, non-exclusive licence to use and authorise the use of Entries for administrative purposes (including digital storage and archiving) connected with the organisation and judging of the Prize and for future internal reference purposes.
- Prize winning entrants grant the Foundation a world-wide, royalty-free, non-exclusive licence to use and authorise the use of a prize-winning entry:
 - o to promote the entry, the artist, the Foundation or the Prize (including in print, online and on social media);
 - o for public display (including outdoors and in other exhibition spaces);
 - o for research;
 - o for administrative purposes (including for cataloguing and conservation purposes);
 - o in publications (including in print and electronic promotional materials);
 - o for educational purposes; and
 - o in materials associated with the Prize (and including in advertising materials, social media, display and educational support materials).

- When reproducing, communicating or otherwise dealing with a winning Entry, the Foundation will take such steps as are reasonable in the circumstances to protect the entrant's moral rights (for example, by naming the entrant and the title of the entry) but will not be liable for any loss, damage or injury suffered by an entrant from any failure to take any such step or steps.
- Entrants acknowledge that it will be impracticable for the Foundation to prevent people taking photographs or footage of prize-winning entries when they are screened in public, and that they will not therefore hold the Foundation (or any of its directors, employees, volunteers, contractors or agents) or any other third party (including, without limitation QMS Media Ltd and its directors and employees) liable for any unauthorised photography or filming.

8. GENERAL

- To the maximum extent permitted by law and except for these express terms, all other terms and conditions (whether express or implied) and all warranties, statements, assurances and representations made by the Foundation in respect of the Prize are expressly excluded.
- These Terms are governed by the law in force in New South Wales and entrants submit to the jurisdiction of the courts of that State.

9. ENQUIRIES

- For further information please contact info@fivexartprize.com.au