CREATIVE
WHITEHORSE

WHITEHORSE ART PRIZE
Terms and Conditions

Participation in the Whitehorse Art Prize, (the "Prize") is subject to the following terms and conditions (Terms and Conditions). All information provided on how to enter the Prize available to each (Winner) forms part of these Terms and Conditions. By submitting an entry into the Prize, you agree to be bound by these Terms and Conditions. Only entries that comply with these Terms and Conditions will be considered valid and eligible for the Prize.
The organiser of this Prize is WHITEHORSE CITY COUNCIL ABN 39 549 568 822 of 379-397 Whitehorse Road, Nunawading, Victoria 3131 (Council).

WHO CAN ENTER THE WHITEHORSE ART PRIZE

1. Entry is open to artists who are Australian citizens or Australian permanent residents who ordinarily reside in Victoria; and

1.1 are aged 18 years or over; and

1.2 are not an Ineligible Person.

1.3 Individuals who are contracted service providers to Council (contractors) are eligible to enter the Prize. If selected as a finalist, contractors may be required to complete a conflict of interest declaration in relation to their contract work with Council.

INELIGIBLE ENTRANTS

2. Employees of Whitehorse City Council, Councillors and members of the Whitehorse Arts & Culture Advisory Committee are ineligible to enter.

HOW TO ENTER

3. To enter the Prize, an artist (Entrant) must complete the Whitehorse Art Prize online entry form, and; pay a non-refundable entry fee of $20.00 (Inc GST), and; provide a one-page Artist CV in PDF or Word format only, and; provide a high-resolution image of the artwork submitted for the Whitehorse Art Prize in its entirety, and; provide a short artist statement about the artwork entered (maximum word count 100).

4. Entries are to be submitted online via the entry form. If you require support in submitting online or have access needs, please contact gallery staff on 03 9262 6250 during the gallery's opening hours.

5. The artwork image must be a high resolution (300 dpi) JPEG digital file. Up to two images may be submitted, but one of these must represent the artwork in its entirety. The image file size must not exceed 5mb. PowerPoint and/or PDF files are NOT accepted.

6. File names are to be in the following format: SURNAME_FIRSTNAME_CV SURNAME_FIRSTNAME_IMAGE TITLE

7. Artworks entered must demonstrate the theme **art inspired by the natural environment**. This includes landscape-based artworks and works that in some way reflect or respond to the natural environment.

8. Artworks entered must be in an eligible art medium. Eligible art mediums include; painting – as defined as a work made by applying paint (pigment in liquid medium) to a stable support like canvas, linen, board, or panel; works on paper – including drawing, mixed media, watercolour, gouache, and original printmaking, produced on paper; ceramics – works can be in any format including functional ware, sculptural forms, or wall mounted pieces. Ceramic works must be comprised of at least 70% ceramic material, defined as fired clay.

9. **Digitally created and produced art, photographic works, and reproduction prints of artworks made in other media will not be accepted.**

10. Artworks that exceed 15kg in weight or cannot be lifted safely by two people will not be accepted.

11. Artworks that exceed 122cm in any given direction will not be accepted.

12. Artworks comprising multiple elements or pieces are eligible for entry, however the overall artwork must remain within the size and weight restrictions.

13. There is a limit of one entry per person.

14. All artworks submitted for the Prize must be original artworks by the artist whose name appears on the entry form and have been completed between 2024 and 2026.

15. All artworks submitted for the Prize must be attributed with full copyright of the artist and must not infringe on the moral, intellectual or cultural rights of another person, business, or third party.

16. The artwork details entered on the Whitehorse Art Prize entry form are final, and no changes can be made.

17. All artworks entered must be available for acquisition into the Whitehorse Art Collection should they be selected as winning works of the Main Prize, Local Prize, or the Lyn A. Baines Ceramic Prize.

PRIZE DETAILS

18. The Whitehorse Art Prize includes four prize categories:
Main Prize (Acquisitive) = $20,000 AUD
Local Prize (Acquisitive) = $10,000 AUD
Lyn A. Baines Ceramic Prize (Acquisitive) = $5,000 AUD
People's Choice Prize (Non-acquisitive) = $1,000 AUD

19. The artwork that wins the Main Prize shall be acquired by Whitehorse City Council for $20,000 and will enter the Whitehorse Art Collection, upon payment of the prize money to the winning artist.

20. Entrants who comply with the Terms and Conditions and who have a demonstrated connection to the City of Whitehorse are eligible to win the Local Prize. A demonstrated connection is considered to be an artist who lives, works or studies in the City of Whitehorse, Victoria.

21. The artwork that wins the Local Prize shall be acquired by Whitehorse City Council for $10,000 and will enter the Whitehorse Art Collection, upon payment of the prize money to the winning artist.

22. The Lyn A. Baines Ceramic Prize will be awarded for a ceramic artwork only.

23. The artwork that wins the Lyn A. Baines Ceramic Prize will be acquired by Whitehorse City Council for $5,000 and will enter the Whitehorse Art Collection, upon payment of the prize money to the winning artist.

24. A non-acquisitive People's Choice Prize of $1,000 will be paid to the finalist whose artwork receives the most People's Choice Votes at the Whitehorse Art Prize exhibition at the Whitehorse Art Gallery between the dates 17 April – 1 June

2027. Public voting for the People's Choice Prize is in-person only at the Whitehorse Art Gallery.

25. Entrants cannot win in more than one acquisitive prize category in a given year, namely the Main Prize, Local Prize, or the Lyn A. Baines Ceramic Prize. Prize winners in these categories remain eligible to win the non-acquisitive People's Choice Prize if their artwork receives the highest number of votes.

26. Prize money will be paid upon receipt of a valid tax invoice from the prize recipient. Recipients who hold an Australian Business Number (ABN) must provide a tax invoice including their ABN. If a recipient does not hold an ABN, they must complete and submit a valid Australian Taxation Office (ATO) Statement by a Supplier form, or other documentation as required by law, before prize money can be paid.

JUDGING

27. A judging panel will select the finalists from the entries submitted online. Due to the number of entries received for the Whitehorse Art Prize, only artworks chosen as finalists will be exhibited and will be eligible to be awarded any of the prizes. All entrants will be notified if they have been selected as a finalist by **5pm, Friday 26 February 2027**.

28. The panel of judges will comprise two visual arts professionals and a staff member from Whitehorse Art Gallery.

29. Selection criteria to determine the finalists and the prize-winning entries are; artistic merit, technical merit, and demonstration of the theme *art inspired by the natural environment*.

30. The judging panel shall determine the prize-winning entries.

31. The judging panel's decisions are final, and no correspondence will be entered into.

FINALISTS EXHIBITION

32. Finalists' artworks must arrive at Whitehorse Art Gallery during designated dates and hours of **10am - 5pm, 22 – 25 March, 2027**. Artworks delivered or arriving

after this date may not be accepted. NOTE: please make sure to arrange for any courier deliveries during the above gallery opening hours.

33. Finalists' artworks must be suitably framed and ready to hang or otherwise appropriately prepared for display and labelled with the artist's name, address and title of the work. For example, a stretched canvas is considered a suitable frame.

34. Any artwork damaged in transit or delivered without an appropriate hanging system will not be included in the finalists' exhibition or presented for judging.

35. Plinths are available in the Whitehorse Art Gallery for the display of object based ceramic artworks.

36. Should Council identify an OH&S or legal risk in the artwork, Council reserves the right to request a different artwork by the finalist, or to undertake an independent analysis of the work to ensure it poses no risk to Council. Should a different artwork not be available, Council reserves the right to retract the offer of the artist being presented as a finalist.

37. No substitutes for artworks entered for the Prize will be accepted, except for in circumstances outlined in clause 36.

38. Council may, at its discretion, remove or decline to exhibit any artwork for any reason, including where the artwork is considered inappropriate, offensive, unsafe, unlawful, or unsuitable for public display.

39. Finalists' entries must be available throughout the exhibition period on **16 April – 12 June 2027.**

INSURANCE

40. Whitehorse City Council covers insurance for any loss or damage suffered to finalists' entered artworks while they are in Council's possession. Finalists should ensure their work is insured for transport to and from Whitehorse Art Gallery, as Council does not insure artwork for freight or transport.

FREIGHT

41. No payment will be made by Council for freight or any other charge incurred in the delivery and/or return of any artworks submitted. Artists are responsible for their own freight.

REPRODUCTION OF WORKS AND STATEMENTS

42. Copyright of the artwork remains the property of the entrant. Finalists specifically permit and authorise Council a non-exclusive license to reproduce the artwork and artist's statement by print or electronic/social media for publicity purposes, reports, catalogues and any other publications related to the Whitehorse Art Prize, Whitehorse Art Collection and Whitehorse Art Gallery for a period of five years from the closing date of the exhibition. Due attribution will be made to the artist.

43. The winners of the Main Prize, Local Prize and Lyn A. Baines Ceramic Prize will grant Whitehorse City Council a non-exclusive, perpetual copyright license to reproduce the artwork for non-commercial purposes in electronic and print material. Whitehorse City Council will endeavour to attribute the artist as the author of the artwork wherever the artwork is reproduced.

COLLECTION OF ARTWORKS

44. The exhibition closes on Saturday 12 June 2027. Entries, other than the prize-winning entries, are to be collected from Whitehorse Art Gallery between **Thursday 17 June – Tuesday 22 June,** 2027 during the hours 10am-5pm (Saturday/Sunday not included).

45. The gallery will repackage the artworks prior to collection using packaging the artworks arrived in.

46. Uncollected artworks may incur storage charges and may ultimately be disposed of.

WINNERS NOTIFICATION

47. Winners of the Main Prize, Local Prize, and Lyn A. Baines Ceramic Prize will be announced at the Whitehorse Art Prize - Exhibition Opening event, Friday 16 April, 6.00 - 8.00pm

48. Voting for the People's Choice Prize will commence 12pm Saturday 17 April and close 4pm Tuesday 1 June, 2027. Votes will be tallied and the entry that attracts the most votes will be announced by 4pm, Friday 4 June, 2027.

49. Winners will be notified in writing by email or phone call to the email address or phone number submitted at the time of entry.

ENTRANT'S PERSONAL INFORMATION

50. Personal information including an Entrant's name, address, telephone number and email will be collected and used by Council to conduct this Prize.

51. By entering this Prize, each Entrant consents to the use of their personal information by Council for Prize related purposes and acknowledges and agrees that such use may require Council to disclose their personal information to third parties, including Council's contracted service providers.

52. Should an Entrant's contact details change after they have entered the Prize, it is the Entrant's responsibility to notify Council.

53. Entrants may update their personal information by emailing Council at artgallery@whitehorse.vic.gov.au or by phone at 03 9262 6333 during Gallery hours (10am - 4pm Tuesday – Friday, Saturday 12pm – 4pm). A copy of Council's Privacy Policy is available at www.whitehorse.vic.gov.au/privacy-statement. The Privacy Policy contains information about how individuals may access or correct their personal information held by Council or make a privacy related complaint about Council's handling of their personal information.

PUBLICITY

54. Each Entrant consents to Council using their name, likeness, image and/or voice in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Prize (including any outcome).

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GENERAL CONDITIONS

55. Council's decision is final and binding and no correspondence will be entered into. Council accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.

56. Council reserves the right to request verification of the age, identity, residential address of Entrants and any other information relevant to entry into or participation in this Prize. Verification is at the discretion of Council, whose decision is final. Council reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Prize. Failure by Council to enforce any of its rights does not constitute a waiver of those rights.

57. Council reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this prize, has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Prize.

58. If for any reason beyond the reasonable control of Council this Prize is not capable of running as planned, Council reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Prize, unless to do so would be prohibited by any applicable law.

59. Council reserves the right to cancel, terminate, modify or suspend the Prize or amend these terms and conditions, subject to any applicable law.

60. These Terms and Conditions are governed by, and to be construed in accordance with, the laws applying in the State of Victoria, and each Entrant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria.