MASTERPIECES ART COMPETITION & EXHIBITION - TERMS AND CONDITIONS

By submitting an application for the Masterpieces Art Competition & Exhibition, the Artist agrees to the following Terms and Conditions:

1. DEFINITIONS

Artist means the individual or individuals applying to participate in the Exhibition whose name(s) appears on the application form.

CASM means Contemporary Art Spaces Mandurah.

CASM Gallery means the Contemporary Art Spaces Mandurah Gallery located at 63 Ormsby Terrace, Mandurah, Western Australia.

City means the City of Mandurah.

City Representative means the CASM Gallery Development Operations Officer, or another person authorised by the City to act on its behalf in relation to the Exhibition.

Exhibition means the Masterpieces Art Competition & Exhibition and/or the Junior Masterpieces Art Competition & Exhibition.

Immediate Family Member means a City employee's spouse, de facto partner, parent, child, sibling, grandparent, grandchild, step-parent, step-child, or any person ordinarily residing in the same household as the City employee.

Junior Masterpieces means the Junior Masterpieces Art Competition & Exhibition for junior Artists aged between 5 to 11 years .

Masterpieces means the Masterpieces Art Competition & Exhibition for Artists aged between 12 to 25 years.

2. ARTIST ELIGIBILITY

An Artist is eligible to participate in the Exhibition if they reside, work, or attend school within the City of Mandurah:

a) For Masterpieces, Artists must be aged between 12 and 25 years on the application closing date.
b) For Junior Masterpieces, Artists must be aged between 5 and 11 years on the application closing date.

City employees may participate in the Exhibition but are not eligible to receive a prize.

Immediate Family Members of City employees may participate in the Exhibition and are eligible to receive a prize. However, the relevant City employee must submit a Conflict of Interest Disclosure Form to the City upon the Immediate Family Member applying to participate.

Artwork submitted by City employees and their Immediate Family Members is not eligible for sale through the Exhibition.

3. ARTWORK SPECIFICATION

The artwork entered by the Artist for inclusion in the Exhibition must:

- be the Artist's original work and an original concept of the Artist;
- not infringe any existing copyright (including Fan Art and any art deemed to be cultural appropriation);
- not have been previously submitted to a City art competition; and
- not be deemed inappropriate in the City's reasonable opinion.

The Artist indemnifies the City against any claims relating to intellectual property or copyright infringement.

The Artist may not make any changes or modifications to the artwork after it has been accepted for inclusion in the Exhibition.

4. APPLICATION

Applications for the Exhibition must be submitted via the online application form and must be received by the deadline.

Each Artist may submit one artwork entry only, which may consist of a diptych, triptych or 3D artwork. (A diptych is an artwork made of two panels, while a triptych is an artwork made of three panels.)

The Artist is responsible for ensuring that all information provided on the application form is true, accurate and complete.

5. EXHIBITION

The Artist agrees to participate in the Exhibition in accordance with the dates, times and other relevant exhibition details published on the CASM website.

Artists are responsible for familiarising themselves with the current Exhibition details, including applicable deadlines and submission requirements.

The City reserves the right not to display artwork if:

- the quality of the work is not to exhibition standard or poses a safety hazard;
- it exceeds size and weight limits; and/or
- not ready for display and hanging.

6. JUDGING PANEL

The judging is carried out by a third-party panel consisting of independent experienced professionals. The identity of the Artists will remain anonymous throughout the judging process to ensure a fair and independent evaluation.

The judging panel's decision is final, and the City will not be providing any correspondence or feedback, and will not enter into any discussions, with unsuccessful applicants.

A judging matrix will be used to determine finalists for each category that achieve the highest score based on the submitted application.

7. JUDGING CRITERIA

Masterpieces

Entries will be assessed against the following criteria:

- **Originality and Creativity** – The extent to which the Artwork demonstrates originality, imagination, and a distinctive artistic approach.
- **Skill and Technique** – The effective use of the Artist's chosen materials, methods, and techniques.
- **Concept and Execution** – The extent to which the Artwork successfully communicates and realises the Artist's intended concept or idea.

Junior Masterpieces

Entries will be assessed against the following criteria:

- **Creativity and Originality** – The extent to which the Artwork reflects the child's own ideas, imagination, individuality, and unique perspective.
- **Skill and Technique** – The level of skill demonstrated in the use of chosen materials and techniques, having regard to the Artist's age and stage of development.
- **Composition** – The effectiveness, balance, and visual appeal of the arrangement of elements within the Artwork.

8. PRIZES GIFT VOUCHERS

The City will award gift vouchers for art supplies to the successful Award recipients, which will be presented in person to the Artist at the Exhibition.

The prizes have been funded jointly by the City of Mandurah and local sponsors.

Masterpieces

Category:	1st place gift voucher	2nd place gift voucher	3rd place gift voucher
12 – 15 years old	$200	$150	$50
16 – 18 years old	$250	$200	$100
19 – 25 years old	$300	$250	$150
Digital award	$300	$200	$100

Junior Masterpieces

Category:	1st place gift voucher
5-6 years	$50
7-9 years	$150

10-11 years	$200

Prizes are non-transferable and will not be exchanged, redeemed for cash, or may not be substituted for any other alternative prize.

9. SALES & COMMISSIONS (MASTERPIECES)

Artwork sales are available for works entered into Masterpieces only. Junior Masterpieces artworks are not available for sale through the Exhibition.

The City encourages Artists participating in Masterpieces to sell their artwork, but this is optional at the Artist's discretion.

The Artist will specify upon delivery of their artwork their nominated sales price for the artwork (inclusive of the City's 20% commission).

The City will retain a commission of 20% on the nominated artwork sales price (excluding GST, if applicable) for all works sold during the exhibition period.

The City will pay the Artist the nominated artwork sales price for all sales (including GST, if applicable), minus the commission fee, at the completion of the exhibition in line with the City's creditor payment cycle.

Artwork submitted by City employees and their Immediate Family Members is not eligible for sale through the Exhibition.

10. DELIVERY & COLLECTION OF ARTWORK

The Artists must deliver and collect their artwork to the CASM Gallery on the dates and times specified on the CASM website.

The City accepts no responsibility or liability for any loss of or damage to artwork occurring during transit to or from the CASM Gallery.

11. CASM RESPONSIBILITIES

Care of Artwork

CASM will take due care to protect artworks against damage or theft, accidental or otherwise, during the installation, the exhibition duration and de-installation of the exhibition but does not accept any responsibility for artworks damaged or stolen.

Gallery Attendance

The CASM Gallery will be staff by City of Mandurah staff during CASM Gallery opening hours currently Wednesday to Sunday 10am to 4pm.

Exhibition Administration

CASM retains the right to make curatorial decisions about exhibition administration, artwork inclusion and installation and Exhibition Engagement.

Marketing

CASM provides a standard exhibition marketing package for all exhibitions including hard and digital collateral for community promotion.

Safety

CASM will endeavour to display all accepted Artworks during the Exhibition. However, if an Artwork is deemed unsafe or likely to present a risk to the public, the Artist may be required to modify or withdraw the Artwork from the Exhibition.

12. FORCE MAJEURE

The City will not be liable for any failure to perform any obligation under these Terms and Conditions where such delay, cancellation, suspension, modification, or failure arises from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, storm, pandemic, epidemic, industrial disputes, government direction, power outages, or failure of suppliers or service providers. In such circumstances, the City reserves the right to cancel, suspend or postpone the Exhibition. Where the Exhibition, or parts thereof, are cancelled or suspended under this clause, the Artist agree that there shall be no claim in damages and, any obligations under these Terms and Conditions shall be waived.

13. COPYRIGHT

The Artist grants the City a non-exclusive royalty-free licence to photograph, publish and use images of the artwork displayed within the Exhibition for promotional and marketing purposes. Copyright in the artwork remains with the Artist.

For further information, please contact the CASM Gallery by telephone (08) 9550 3989 or email: casm@mandurah.wa.gov.au.

COLLECTION NOTICE:

The City of Mandurah collects personal information from Artists and, where applicable, their parent or guardian for the purpose of administering the Exhibition, assessing applications, communicating with Artists, processing artwork sales, awarding prizes, and promoting the Exhibition. Personal information may be disclosed to the public where necessary for the administration and operation of the Exhibition, including the display and sale of artwork.

By applying to participate in the Exhibition, the Artist (or a parent or guardian where the Artist is under 18 years of age) consents to the collection, use, storage and disclosure of personal information by the City for these purposes.

For more information, please visit the City's website.