TERMS & CONDITIONS OF ENTRY

For the 2022 Art at Heart & Zen and the Art of Art Student Exhibition

The 2022 Art at Heart & Zen and the Art of Art Fledgling Student Exhibition is organised by Art at Heart Pty Ltd Trustee for the Bonvie Trust (ABN 62 281 816 907). Should any dispute arise over the meaning of these Conditions, or any other issues, the matter shall be referred to the Art at Heart Pty Ltd Trustee for the Bonvie Trust (hereafter referred to as "Art at Heart"), whose decision will be final.

DEFINITIONS:

Art at Heart: Art at Heart Pty Ltd Trustee for the Bonvie Trust, trading as "Art at Heart", "Zen and the Art of Art" or "Jacqueline Hill".

Artwork/Work: original creation of the artist, such as: a drawing, a painting, a digitally altered painting, or a sculpture that is made of clay.

Artist: you, the creator of the work(s) who is entering this exhibition.

1. ARTWORKS:

1.1 Each artist may enter a maximum of five (5) works.

1.1.1 Each artist must be a past or present student of Jacqueline Hill.

1.1.2 Clay sculpture will only be accepted from past or present pottery students of Jacqueline Hill.

1.2 All artworks must be original uncopied works of the artist. These works may be created or developed in one of the classes or workshops run by Art at Heart, or by the student in their own time. Artworks entered must not breach copyright laws.

1.3 No artwork that has been entered into a past Fledgling exhibition will be accepted.

1.4 Artists must submit suitable photos of the works they enter. These photos will be used for display in the virtual gallery.

Each photo must:

- Include the entire work (less any cropping that would take place if the artwork were framed)
- Be taken in good light with no shadow falling onto the work
- Be taken straight-on (not at an angle)
- Be 800px in its largest dimension
- Have your copyright overlay that is:
    - Not distracting
    - Located on the bottom-right of the photographed work

- No larger than 300px wide

Photos of 2D artworks must also:

- Show nothing aside from the work (eg no wall, frame, or table)
- Be uploaded in jpeg format

Photos of 3D sculptures must also:

- Have a transparent background
- Be uploaded in png format

1.5 Confirmation of artworks accepted will be sent to artists after all entered works have been reviewed and selected by Art at Heart.

1.6 No substitutes or changes may be made to entered works after the entry closing date.

1.7 Artists may not enter a work that has been sold or given to another person, business, or organisation.

1.7.1 If a work is sold or given after it is entered into this exhibition, the artist must inform Art at Heart as soon as it reasonably possible. Such a work may be removed from the exhibition with no refund of the entry fee or any other fees.

1.8 All works available for sale must be physically accessible in the artist's possession. All artwork sales are final and if an artist cannot or will not cooperate in delivering a sold artwork in a timely manner may be liable for additional fees.

1.10 If a work has been produced or modified through digital means (excluding photograph tweaks to match the colour or tone with the physical artwork), the artist must state so in the Artwork Description in the entry form.

2. ENTRY FEE:

2.1 The entry fee must be paid per artist to enter any artwork(s).

2.1.1 All entry fee prices are tax inclusive.

2.2 The entry fee is non-refundable. At their discretion, Art at Heart may choose to refund all or a portion of the entry fee but in no circumstances are they required to do so.

3. SALE PRICE & COMMISSION:

3.1 The sale price for each work (including GST where applicable) will be set by the artist when entering and will be in Australian Dollars. In keeping with industry standards, Art at Heart will retain a commission on each work sold, based on the sale price.

3.2 Non-Australian artists who currently sell their own art and declare the profits for tax purposes (in any circumstances, including as an individual or as a company) cannot sell their art through this exhibition.

3.3 If artists **do not** wish their work to be available for sale, they can enter their artwork without a price.

3.4 If artists **do** wish any of their works to be available for sale, they must provide their bank details in the entry form.

3.5 For artworks sold at the exhibition, Art at Heart will deduct 25% (including GST) commission from the indicated sale price.

3.6 Payments from sales will be sent to artists (by bank transfer or cheque by mail) within four weeks of the close of the show, with commissions and any fees deducted. A supplier-generated Tax Invoice will be issued to show commissions charged.

4. NON-ACCEPTABLE WORK:

4.1 Art at Heart reserves the right to withhold artworks from display considered to be non-acceptable for any reason. Entry fees are non-fundable in this case.

4.2 Art at Heart reserves the right to remove any works from display at any time during the show.

4.3 Non-Australian artists must only produce art as a hobby (see 3.2 for more details).

5. ARTIST'S TAX STATUS:

5.1 All Australian Artists must provide their ABN (if applicable) and GST status when registering.

5.2 Artists are responsible for any tax applicable on gross sales prices and are responsible for any and all payments and compliance required by the ATO or GST-related law. So far as these laws and regulations are concerned, Art at Heart is deemed to be acting as agent for the artist.

5.3 Non-Australian artists must be eligible to classify their artworks as a hobby for tax purposes (see 3.2) to sell artworks in this exhibition.

6. PUBLICITY

6.1 The artist agrees to grant Art at Heart the right for all accepted works to be reproduced for marketing or promotion of this exhibition and any future art exhibitions, and/or to be recorded and used for documentation. Copyright will reside solely with the artist.

6.2 If the artist wishes to provide Art at Heart with an Artist's Bio, the artist grants Art at Heart approval for use of the information in this profile for publicity and promotional activity.

7. INDEMNITIES:

7.1 Art at Heart will exercise due care in handling and storing all files and information supplied by the artist but will not accept responsibility for any loss, damage or theft of

any works submitted to Art at Heart. Insurance for the artworks is the responsibility of the individual artist.

7.2 All incidental expenses must be borne by the artist.

8. WARRANTY:

8.1 The artist warrants that each work submitted for entry is owned by the artist and fully complies with the Entry Conditions in Section 1.

8.2 Completion of the entry form signifies the artist's acceptance and agreement to all Conditions of Entry and confirmation that all information provided to Art at Heart is true and correct.

Last Updated 16 May 2022

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