



THE LESTER PRIZE FOR PORTRAITURE

TERMS & CONDITIONS | ADULT | 2019

1 Definitions

AGWA means the Art Gallery of Western Australia ABN 14 734 347 675.

Artist means the person, or persons jointly, who created the portrait.

Australian Resident means a person who:

- a) is an *Australian Citizen*, as that term is defined in the *Australian Citizenship Act 2007 (Cth)*; or
- b) holds a current *Permanent Visa*, as that term is defined in the *Migration Act 1958 (Cth)*.

Baldock Family People's Choice Prize has the meaning given to that term in clause 8.

Brookfield means Brookfield Commercial Operations Pty Ltd ABN 86 120 690 940.

Business Days means any day other than a Saturday, Sunday or public holiday in Western Australia.

Closing Date means 5:00pm (AWST) on Friday 19 July 2019.

Consequential Loss is any of the following:

- a) direct expenditure of time by consultants, managers or employees consequential upon any loss;
- b) loss of opportunity;
- c) loss of anticipated savings;
- d) loss of profit, revenue or business;
- e) damage to reputation; and
- f) the cost of capital or other financing costs.

The
Lester
Prize

Entry Fee is A\$45.00 (inclusive of GST) per portrait.

Entry Form means the Prize Entry Form available on the Website and submitted to The Lester online via the Website.

Exhibition Requirements has the meaning given in clause 25.

Final Judging has the meaning given in clause 29.

Finalist has the meaning given to that term in clause 17.

Highly Commended Prize has the meaning given in clause 8.

Judges has the meaning given in clause 29.

Main Exhibition has the meaning given in clause 27.

Partners means those sponsors and entities authorised by The Lester as sponsors of The Lester Prize, including AGWA and Brookfield.

Portrait Description has the meaning given to that term in clause 16.

Portrait Images means the 1 or 2 high resolution (we suggest 300 pixels per inch – 15cm on its longest side, and a file size of no more than 5MB) jpeg/jpg images of the Artist's portrait attached to the online Entry Form submitted online to The Lester.

Pre-Selection Panel has the meaning given to that term in clause 17.

Prize means The Lester Prize 2019.

Prize Awards means the awards detailed and described in clause 8.

Salon des Refusés has the meaning given in clause 27.

Subject has the meaning given to that term in clause 9.

Subject Consent Form means the Prize Subject Consent Form available from the Website.

Subsequent Exhibitions has the meaning given in clause 27.

The Lester means The Lester Prize Inc (formerly known as ARTrinsic Inc), an incorporated association with registration number A1013323K and ABN 76 562 139 103 and any of its registered business names from time to time.

The Lester Prize means the Prize and all:

- a) past portraiture prizes created and organised by The Lester entitled 'Black Swan Prize for Portraiture'; and
- b) future portraiture prizes created and organised by The Lester entitled 'The Lester Prize'.

The Richard Lester Prize has the meaning given to that term in clause 8.

Tony Fini Foundation Artist Prize has the meaning given in clause 8.

Website means www.lesterprize.com

2 General

These terms and conditions along with the Artist's completed Entry Form(s) and Subject Consent Form, form the agreement between the Artist, The Lester and the Partners which governs the entry of a portrait into the Prize.

By submitting a completed Entry Form to The Lester, the Artist agrees to these binding terms and conditions.

The Lester may amend these terms and conditions and the Entry Form at any time, subject to giving notice of the amendment(s) to the Artist by publishing any amended terms and conditions and Entry Form on the Website. The Artist's continued involvement in the Prize after any amendment will be taken as their acceptance of any changes to these terms and conditions and the Entry Form.

The Lester has absolute discretion in deciding whether or not an Artist or a portrait has satisfied the terms and conditions for entry into the Prize.

3 Artist

The Artist must be:

- (a) aged 18 years or over; and
- (b) an Australian Resident,

as at 5:00pm (AWST) on the Closing Date.

Employees of The Lester and the Partners, and employees or immediate families of the Prize

Judges and their respective agents, cannot enter the Prize.

For the avoidance of doubt, the Artist may comprise one or more persons.

4 Entering the Prize

To enter a portrait in the Prize, the Artist must:

- (a) submit a completed Entry Form via the Website by the Closing Date; and
- (b) pay the Entry Fee to The Lester:
 - i) within 10 Business Days of the date of submission of the completed Entry Form to The Lester; or
 - ii) by the Closing Date,whichever date is earlier.

An Entry Form will be deemed a 'completed Entry Form' only if:

- (a) all data fields on the Entry Form are correctly completed;
- (b) it attaches the Portrait Images and in the correct format (jpeg or jpg); and
- (c) except in the case of a self-portrait of the Artist, it attaches a completed and signed Subject Consent Form.

If the Artist comprises two or more persons:

- a) one person must submit a completed Entry Form via the Website by the Closing Date. The Entry Form must note in the 'Extra Information' section the full name and mobile number of the other person(s) who jointly comprise(s) the Artist of the portrait; and
- b) one person must pay the Entry Fee in accordance with the terms above.

Incomplete entries and the portraits associated with incomplete entries will not be processed, accepted or considered by the Pre-Selection Panel for exhibition at AGWA.

5 Entry Fee

The Entry Fee must be paid online via credit card, PayPal or electronic funds transfer.

The Entry Fee will be deemed 'paid' to The Lester upon receipt of cleared funds by The Lester.

The Entry Fee is non-refundable.

6 Entry into the Prize on Behalf of Deceased Artists

Portraits may be submitted for entry in the Prize on behalf of a deceased Artist, provided that:

- (a) the executor of the deceased Artist's estate completes the Entry Form and thereby provides the warranties stated within; and
- (b) The Lester is satisfied in its sole discretion that the requirements set out in these terms and conditions have been complied with.

7 Warranties

The Artist agrees and warrants that:

- (a) all information provided by the Artist in the completed Entry Form and to The Lester in the course of the Prize is true and correct;
- (b) the Artist's portrait is a portraiture artwork undertaken and completed by the Artist within the 18 months immediately preceding the Closing Date;
- (c) the subject of the Artist's portrait had at least one sitting with the Artist;
- (d) the Portrait Images are true and accurate representations of the Artist's portrait; and
- (e) if the Artist is selected as a Finalist:
 - i) the Artist's portrait will be available for a period of 12 months from the Closing Date for exhibition; and

- ii) the Artist will deliver the portrait on time to such locations as advised by The Lester from time to time, and the portrait will not be permitted to be collected before 19 July 2020, unless otherwise informed.

8 Prize Awards

By entering the Prize, the Artist agrees that all Finalists are eligible to be considered for the award of the following:

- (a) The Richard Lester Prize: **A\$50,000** (Non-Acquisitive) (“The Richard Lester Prize”) plus two economy class return tickets to any Singapore Airlines destination (except USA) **valued at A\$3,660 excluding taxes**. Awarded to a Finalist by the Judges;
- (b) Baldock Family People’s Choice Prize: **A\$7,500** (“Baldock Family People’s Choice Prize”). Awarded to the Finalist whose portrait has the greatest number of votes cast in person by voters at the Main Exhibition venue;
- (c) Tony Fini Foundation Artist Prize: **A\$10,000** (“Toni Fini Foundation Artist Prize”). Awarded to a Finalist by popular vote of the Finalists. Finalists may not vote for their own portrait;
- (d) Highly Commended Prize (“Highly Commended Prize”):
 - (i) **A\$250** Oxlades Art Supplies gift voucher; and
 - (ii) **A\$1,000** from Oxlades Art Supplies; and
 - (iii) One economy class return ticket to any Singapore Airlines destination (except USA) **valued at A\$3,660 excluding taxes**.

Awarded to two different Finalists by the Judges.

The Artist also acknowledges and agrees that:

- (a) not all Finalists receive a Prize Award;
- (b) a Finalist may receive more than one Prize Award; and
- (c) where more than one person comprises an Artist that is selected to be a Finalist, any Prize Award conferred on that Artist is conferred on the individual person comprising that Artist jointly.

9 Subject

The portrait must be a portrait of a person who is an Australian Resident, or of persons who are all Australian Residents (the “Subject”).

The Lester or their representatives (which may be the Pre-Selection Panel and/or Prize Judges) have sole discretion to determine whether a portrait is eligible to be considered by the Pre-Selection Panel for exhibition at AGWA. The Lester or their representatives may make this decision with or without (at The Lester's sole discretion) further information from the Artist.

10 Direct meeting with Subject & Subject Consent

The portrait must be the result of the Artist’s direct (in person) meeting with the Subject.

If the portrait is not a self-portrait of the Artist, the Subject must agree to be painted by the Artist by completing and signing the Subject Consent Form. The completed and signed Subject Consent Form must be submitted to The Lester as an attachment to the Artist’s Entry Form.

If the Artist comprises two or more persons, each person’s full name must be stated on the completed and signed Subject Consent Form. The same Subject Consent Form must then be attached to the separate Entry Forms required by clause 4 to be submitted by each person to The Lester.

Failure to provide a completed Subject Consent Form to The Lester is grounds for the portrait to be ineligible for and excluded from the judging of the Prize.

If the Subject died within the 18 months immediately preceding the Closing Date, the Subject Consent Form must be completed by the executor of the deceased Subject’s estate.

If the Subject is not legally competent to complete the Subject Consent Form, the form must be completed by the Subject’s legal personal representative.

While the human form must be the focus of the portrait, Artists are invited to interpret the concept of portraiture broadly.

11 Portrait Completion Date

The portrait must have been undertaken and completed by the Artist in the 18 months immediately preceding the Closing Date.

12 Medium

Portraits may be executed in (but not restricted to) oil, acrylic, watercolour, pastels, textiles, pencils, charcoal, ink and mixed media (no sculptures, digital media or photography accepted). The Artist must provide details of the media used in the portrait on the Entry Form. If there is any uncertainty as to the media used contact The Lester.

13 Size & Frame Requirements

The size of the portrait must not exceed 40,000 square centimetres (e.g. 200cm x 200cm, including the frame) with a maximum weight of 50kg and maximum width of 200cm (including the frame).

All portraits that have been completed on paper must be framed.

Framed portraits must use acrylic glazing or perspex only, not glass.

14 Number of Entries

The Artist may enter a maximum of two portraits in the Prize.

The Artist agrees that if they enter more than one portrait, only one portrait can be selected for exhibition in accordance with clause 17.

Separate Entry Forms and Subject's Consent Forms need to be completed and submitted online to The Lester for each portrait.

15 Portrait Images

The Portrait Images must be a true and accurate representation of the completed portrait entered in the Prize by the Artist.

The Artist agrees to The Lester and the Partners using the Portrait Images for the purposes of:

- (a) any display or exhibit of the portrait;
- (b) promoting, marketing, advertising or otherwise publicising any aspect of The Lester Prize, or any display or art exhibitions containing portraits entered into The Lester Prize;
- (c) production of electronic and print media, such as but not limited to, exhibition catalogues featuring images of portraits entered in The Lester Prize, the Portrait Images and or the Portrait Description; and
- (d) education.

16 Portrait Description

The Artist must provide a brief artist statement or description of their experience of painting their Subject (600 characters max) with the Entry Form ("Portrait Description").

The Artist agrees to The Lester and the Partners using the Portrait Description for the purposes of:

- (a) any display or exhibit of the portrait;
- (b) promoting, marketing, advertising or otherwise publicising any aspect of The Lester Prize, or any display or art exhibitions containing portraits entered into The Lester Prize;
- (c) production of electronic and print media, such as but not limited to, exhibition catalogues featuring images of portraits entered in The Lester Prize, the Portrait Images and or the Portrait Description; and
- (d) education.

The Portrait Description must be accurate with no spelling or grammatical errors. The Artist agrees that The Lester and the Partners have the right to amend the Portrait Description or its placement in any display or exhibition of the portrait.

17 Pre-Selection Process

A pre-selection panel (“Pre-Selection Panel”) will review the Portrait Images and select approximately 30 to 40 portraits for the exhibition at the Main Exhibition.

An Artist whose portrait is selected by the Pre-Selection Panel for exhibition at the Main Exhibition is a finalist (“Finalist”).

The Lester reserves the right to revoke an Artist’s status as a Finalist if the portrait differs in any material way from the Portrait Images.

The Pre-Selection Panel will consist of 5 members who will be selected at The Lester’s sole discretion. Members of the Pre-Selection Panel may also be selected as Judges of the Finalists’ portraits. The Pre-Selection Panel’s decisions are final and no correspondence will be entered into.

18 Finalists subject to “Section Two—Finalists Only”

The Artist acknowledges and agrees that the terms and conditions set out in clause 21(3), clause 22, and “Section Two—Finalists Only” will apply if the Artist is a Finalist.

19 Notification of Finalists

The Finalists will be announced to the media and published on the Website by no later than 5:00pm (AWST) on Friday 16 August 2019. Finalists will not be notified before the media announcement and publication on the Website.

As Artists are not informed of their status as a Finalist prior to Friday 16 August 2019, each Artist acknowledges and agrees that any marketing material or media announcements produced or published on and prior to Friday 16 August 2019 may not include the following details:

- (a) the name and details of the photographer whose image(s) of the Artist or Artist’s portrait appear in the marketing material or media announcements; and

- (b) image courtesy credit where the image is supplied by a commercial agent or representative or in agreement between the Artist and the agent or representative.

All Artists will be contacted via email after the media announcement and publication on the Website, with the notification of the Finalists. It is the Artist's responsibility to ensure they notify The Lester of any changes to their contact details.

20 Ownership, Risk & Indemnity

The Artist shall be and will remain the owner of the physical portrait upon entry into the Prize.

Whilst all reasonable care will be taken:

- (a) The Lester;
- (b) The Lester's:
 - i) contractors;
 - ii) staff; and
 - iii) volunteers;
- (c) the Partners; and
- (d) the Partner's:
 - i) contractors;
 - ii) staff; and
 - iii) volunteers,

will not be liable or held responsible for any loss or damage whatsoever or however caused, to any portrait:

- (a) while in their custody; or
- (b) during transport to or from any exhibition in which the portrait is displayed.

The Artist must indemnify The Lester and the Partners against any claim, action, proceedings, judgment, damage, loss, expense or liability incurred or suffered by it arising directly or indirectly out of its entry of a portrait in the Prize.

Under no circumstances will The Lester or the Partners be liable for any Consequential Loss.

21 Intellectual Property

- (1) Subject to clause 21(3), the Artist retains intellectual property in any portrait entered in the Prize and nothing in these terms and conditions shall transfer, alter or assign their intellectual property.
- (2) All Artists acknowledge, agree and warrant that if they submit images (including Portrait Images) to The Lester taken by a third party, the Artist is authorised to do so for the purposes disclosed in these terms and conditions and the third-party author is aware of and agrees to:
 - (a) The Lester and the Partners using those images in any way in relation to The Lester Prize, including but not limited to the reproduction, publication or communication of those images in any way and in any form of media such as print or digital; and
 - (b) their name and details not appearing in relation to those images in some circumstances.
- (3) If an Artist becomes a Finalist or the Artist's portrait is selected for exhibition at the Salon des Refusés, in consideration for the public display or exhibition of their portrait by The Lester and/or the Partners, the Artist hereby:
 - (a) grants to:
 - (i) The Lester a perpetual, non-exclusive, royalty-free, worldwide licence (including the right to sub-licence); and
 - (ii) the Partners a 1 year, non-exclusive, royalty-free, worldwide licence; and
 - (iii) AGWA a 3 year, non-exclusive, royalty-free, worldwide licence for the purpose of archiving the exhibition page on the AGWA website (www.artgallery.wa.gov.au),

to photograph, publish, copy, reproduce, communicate to the public (including via the internet and social media platforms) and otherwise exercise the intellectual property rights in their portrait selected for exhibition, the associated Portrait Images and the Portrait Description for the purposes of:

- A. displaying or exhibiting in any way, including in a print or digital form, the portrait, images of the portrait, the Portrait Images and or the Portrait Description;
 - B. determining the winners of the Prize Awards;
 - C. promoting, marketing, advertising or otherwise publicising any aspect of The Lester Prize or any displays or art exhibitions containing portraits entered into The Lester Prize;
 - D. publications on the Website, the Partners' websites and or social media;
 - E. production of electronic and print media, such as but not limited to, exhibition catalogues featuring the portrait, images of portraits entered in The Lester Prize, the Portrait Images and or the Portrait Description;
 - F. education; and
 - G. any other uses as may be required by The Lester to comply with its obligations under these terms and conditions;
- (b) acknowledges and agrees that in the event their portrait is displayed in any displays or exhibitions containing portraits entered into The Lester Prize:
- (i) the portrait may be photographed by visitors to the display or exhibition;
 - (ii) the portrait may be photographed by media and used in media and public communications; and
 - (iii) third party websites may promote the display or exhibition of portraits entered into The Lester Prize; and

- (c) agrees to indemnify and hold harmless The Lester, the Partners and each of The Lester's and the Partners' agents and employees against any claim by a third party that the third party's intellectual property rights have been infringed:
- (i) by the Finalist;
 - (ii) by The Lester, the Partners and or each of The Lester's and the Partners' agents and employees;
 - (iii) by the Finalist's portrait or any use thereof,
 - (iv) by the Portrait Images or any use thereof;
 - (v) by the Portrait Description or any use thereof; or
 - (vi) as a consequence of use of any information, images or materials provided by the Finalists to The Lester, the Partners and each of The Lester's and the Partners' agents and employees.

22 Moral Rights

While The Lester and the Partners endeavour not to breach the Artist's moral rights (as provided in the *Copyright Act 1968* (Cth)), the Artist hereby acknowledges that in some instances it may not be possible for The Lester or the Partners to include the name of the Artist in connection with their portrait on printed and social media platforms.

The Artist hereby consents to The Lester and the Partners not including the Artist's name in relation to the Artist's portrait where the portrait is displayed or reproduced, in any format, on printed and social media platforms or in any media or press releases issued prior to notification of Finalists on Friday 16 August 2019.

23 Governing Law

The law applicable to these terms and conditions is that of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

SECTION TWO—FINALISTS ONLY

These terms and conditions apply to Finalists.

24 Delivery

The Finalist:

- (a) is responsible for delivering their portrait to the International Art Services (IAS) WA depot at 719 Marshall Road, Malaga WA by no later than 3pm (AWST) on Friday 4 October 2019; and
- (b) must ensure the portrait is fully dry before packing, interleaved with clean (no signs of old tape or residue) Tyvek or acid-free tissue paper of adequate size to cover the face and edges of the portrait and packed with clean bubble-wrap (importantly, bubble side out) for protection during transport. Should Finalists choose a means of transport other than International Art Services (IAS), additional packing (such as card picture packs, tri-wall sandwich packs, crating etc) may be required to ensure adequate protection during transport;
- (c) must ensure the portrait is clearly labelled to indicate the correct way up for transport. This is critical for framed works on paper where hinges are used to keep the work in place;
- (d) must supply The Lester with a photo of the packing before delivering or handing the work over to a transport carrier; and
- (e) must contact The Lester if in doubt about the packing and transport requirements.

Portraits received at the International Art Services (IAS) WA depot after 3:00pm (AWST) on Friday 4 October 2019 will not be accepted under any circumstances and no exceptions will be made.

The Lester reserves the right to notify the Finalist in writing (which may be electronically) of an alternative delivery venue or time (or both), in which case the Finalist must comply with any such notification.

By delivering the portrait to International Art Services (IAS) WA at their depot as outlined above, or by providing the portrait to The Lester by any other means agreed between the Finalist and The Lester the Finalist agrees to their portrait being held by The Lester and displayed as part of and for the duration of any display or exhibition of Prize portraits.

25 Exhibition Requirements

The Finalist must:

- (a) clearly label their portrait with the Finalist's name and the title of the portrait;
 - (b) provide hanging instructions, photo references and details of the number of pieces comprising the portrait and piece layout instructions (including images where necessary);
 - (c) ensure the portrait is in a reasonable condition for exhibiting;
 - (d) ensure the portrait is fitted with 25mm length D-rings on the back, at 100mm from the top of the work, for ease of hanging; and
 - (e) supply The Lester with accurate framed dimensions of their portrait by Friday 23 August 2019,
- (together, "Exhibition Requirements").

If the Finalist fails to comply with any of the Exhibition Requirements or the portrait is not in a condition fit for exhibition (as determined by The Lester in its sole discretion), The Lester or the Partners may take all reasonable steps to ensure the portrait complies with the Exhibition

Requirements and or is in a condition fit for exhibition, including having appropriate 25mm D-rings fitted.

26 Portrait Hanging

Portraits may not be displayed to the Finalist's satisfaction owing to the limited space available at any display or exhibition venue. Portraits are hung at the sole discretion of The Lester, the Partners, and agents and/or staff of The Lester or the Partners, and no discussion will be entered into with the Finalist.

27 Exhibition of Portrait

The Finalist grants The Lester permission to display or exhibit their portrait, or a print or digital reproduction of their portrait:

- (a) in an exhibition of selected Finalists for the Prize at AGWA or such other venue as The Lester's Board ("Board") may, in its absolute discretion, determine ("Main Exhibition");
- (b) at other venues in exhibitions (including electronic exhibitions) of all or some of the Finalists for the Prize following the close of the Main Exhibition, for a period of up to three months ("Subsequent Exhibitions"); and
- (c) in an exhibition of portraits, some of which were not selected as Finalists for the Prize (the "Salon des Refusés") at a venue and for a time period designated by the Board in its absolute discretion. It is the current policy of The Lester to seek the permission of each Artist before a portrait is included in the Salon des Refusés.

The Finalist acknowledges and agrees to ensure that the original portrait is available for a period of 12 months from the Closing Date and for the entire duration of the Main Exhibition, Subsequent Exhibitions and or Salon des Refusés (whichever apply), whether or not they are the owner of the portrait.

28 Interstate Artists

For Finalists living outside of Western Australia, The Lester has negotiated a discount for the interstate transport of Artists' portraits through International Art Services (IAS). A list of prices will be available in August 2019. Portraits may be delivered by post or courier in accordance with the requirements set out in the 'Delivery' section above.

Finalists living outside of Western Australia must include appropriate return packing, the amount of any return delivery fee and delivery details for the return of their portrait. Should Finalists choose a means of transport other than International Art Services (IAS), additional packing (such as card picture packs, tri-wall sandwich packs, crating etc) may be required to ensure adequate protection during transport.

29 Final Judging & Announcement of Winners

Judging of the Finalists' portraits to award the Prize Awards will be undertaken whilst the portraits are exhibited at the Main Exhibition ("Final Judging").

The portraits will be judged for award of The Richard Lester Prize and Highly Commended Prizes by three judges selected by The Lester ("Judges"). The award of The Richard Lester Prize and Highly Commended Prizes are at the sole discretion of the Judges.

The Baldock Family People's Choice Prize will be voted by the public attending the Main Exhibition venue.

The Tony Fini Foundation Artist Prize will be voted by popular vote of the Finalists. A Finalist may not vote for their own portrait.

The Lester may, at its sole discretion, reject a Finalist's portrait from:

- (a) Final Judging; or
- (b) any display or exhibition,

for any reason, including but not limited to failing to comply with the Exhibition Requirements, if the portrait differs from or was misrepresented by the Portrait Images, if the portrait does not meet (at the Judges' discretion) the terms and conditions of the Prize (including but not limited to the requisite size, Subject, medium or otherwise requirements).

The Lester reserves the right to revoke the award of any Prize Award (and any associated privileges) to a Finalist, and may grant it to another Finalist, if the Finalist:

- (a) declares false information in the Entry Form or during the course of the Prize; or
- (b) fails to comply with their obligations under these terms and conditions.

The Lester or the Judges may, at their discretion, not award any Prize Awards. The decisions of The Lester and the Judges are final and no challenges will be permitted.

30 Sales of Portraits

The Finalist may notify The Lester in the "Portrait Details" section of the Entry Form whether they wish to have the portrait offered for sale.

Main Exhibition

In accordance with section 26 of the *Art Gallery Act 1959 (WA)*, portraits exhibited at the Main Exhibition are **not** exhibited or exposed for the purposes of sale.

Subsequent Exhibitions and Salon des Refusés

Portraits will be promoted for sale at The Lester's sole discretion at Subsequent Exhibitions and the Salon des Refusés. If The Lester markets and promotes a portrait for sale, a 30% commission plus GST is payable by the Artist to The Lester.

The Finalist must specify the price of the portrait. The Lester and the prospective buyer shall liaise directly in relation to the sale of portraits.

Portraits which are not sold shall be returned to the custody of the Finalist in accordance with the "Collection of Portrait after Exhibition" clause. Finalists are responsible for arranging the delivery of portraits which are sold.

The Finalist warrants that the entrance of their portrait into the Prize, including any subsequent sale of their portrait, does not breach any contract which the Finalist has entered into with a third party (including, but not limited to, any arrangement with a gallery or venue through whom the Finalist is represented). The Finalist hereby indemnifies The Lester for any loss or damage incurred by The Lester as a result of a claim by a third party that the Finalist has breached a third-party contract.

31 Collection of Portrait after Exhibition

The Finalist:

- (a) must collect their portrait from the International Art Services Depot (IAS), 719 Marshall Road, Malaga WA, at a date to be advised by The Lester which will be no later than 19 July 2020, unless otherwise informed;
- (b) is responsible for all transport, freight and collection costs; and
- (c) if having their portrait collected by a courier, must ensure all paperwork for the relevant couriers is provided to The Lester before the date for collection. No portraits will be returned without completed courier documentation including the return address for delivery of the portrait and the consent of the Finalist (and, where applicable, the recipient).

Portraits not collected by 19 July 2020 (unless otherwise informed) will be held by International Art Services (IAS) and will be subject to a \$5 per day surcharge which the Artist is liable to pay. All correspondence regarding delivery and collection of the portrait should be directed to The Lester.

32 Insurance & Liability

The Finalist is responsible for insurance for their portrait.

Finalists agree and acknowledge that if their portrait is exhibited, their portrait may be exhibited in a public venue and is therefore subject to risk due to unforeseen actions of the public.

The Lester, the Partners, any venues at which the Finalist's portrait is exhibited and their officials, volunteers, employees, contractors, agents and servants, will not be liable for any loss or damage of whatever kind or nature to any person or property (including the Finalist's portrait) arising out of or in conjunction with:

- (a) transportation or movement of the Finalist's portrait;
- (b) negligence on the part of The Lester, the Partners or any venues at which the Finalist's portrait is exhibited and their officials, volunteers, employees, contractors, agents and servants; or
- (c) possession, control, storage, display or exhibition of the Finalist's portrait.

The Finalist is therefore encouraged and agrees to procure appropriate insurance to cover:

- (a) the portrait's transportation to and from the Main Exhibition, Subsequent Exhibitions, the Salon des Refusés and any other displays or exhibitions;
- (b) possession or control of the portrait by third parties; and
- (c) the portrait during storage or display at the Main Exhibition, Subsequent Exhibitions, the Salon des Refusés and any other display or exhibition of the portrait.

The Finalist hereby indemnifies and holds harmless The Lester, the Partners, any venues at which the Finalist's portrait is exhibited and each of their officials, volunteers, employees, contractors, agents and servants responsible for any claims or loss of whatever kind or nature to any person or property (including the Finalist's portrait) arising out of or in conjunction with

- (a) transportation or movement of the Finalist's portrait;
- (b) negligence on the part of The Lester, the Partners or any venues at which the Finalist's portrait is exhibited and their officials, volunteers, employees, contractors, agents and servants; or
- (c) possession, control, storage, display or exhibition of the Finalist's portrait.

The Lester will exercise due care in handling and protection of the portrait.