



# THE LESTER PRIZE FOR PORTRAITURE

## TERMS & CONDITIONS | YOUTH | 2021

### SECTION 1 GENERAL

#### 1. GENERAL

- 1.1 By entering the Prize, the Artist agrees to these binding terms and conditions. These terms and conditions together with the Artist's completed Entry Form, form the agreement between the Artist, The Lester and the Partners.
- 1.2 The Lester may amend these terms and conditions and the Entry Form at any time 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 the Artist's acceptance of any changes to these terms and conditions and/or the Entry Form. If The Lester amends these terms and conditions and/or the Entry Form after an Artist submits an Entry Form, The Lester will notify such Artist via email.

### SECTION 2 ENTRY INTO THE PRIZE

#### 2. ARTIST

- 2.1 The Artist must be an Australian Resident and:

- (a) aged 12 through 17 years; or
- (b) an Australian school or home-schooled student in years 7 to 12 of school,

as at 5.00 pm (AWST) on the Closing Date. This includes, for the avoidance of any doubt, an Australian school or home-schooled student who is aged 18 years or over and anyone aged 12 through 17 years who is no longer an Australian school or home-schooled student.

- 2.2 The Artist may comprise one or more persons, provided each Artist meets the eligibility criteria in clause 2.1 above.
- 2.3 Any Artist aged under 18 years must obtain their parent or guardian's consent to enter the Prize. This will be evidenced by a parent or guardian of the Artist signing the Consent Form. By signing the Consent Form, the Artist's parent or guardian agrees to these terms and conditions and personally provides each of the warranties in clause 21 and the indemnities in clause 22.
- 2.4 Employees of The Lester and the Partners, and employees or immediate families of the Judges and their respective agents, cannot enter the Prize.

### 3. **ENTRY INTO THE PRIZE**

To enter the Prize:

- (a) the Artist or their parent or guardian must submit a completed Entry Form and Consent Form via the Website with all Mandatory Fields correctly completed (which includes, for the avoidance of doubt, uploading a Portrait Image in the correct format); and
- (b) The Lester must have received the Entry Fee in full,  
by the Closing Date.

- 3.2 The Artist may enter multiple Portraits into the Prize. A separate Entry Form and Consent Form must be submitted, and Entry Fee paid, for each Portrait entered into the Prize.

### 4. **PORTRAIT REQUIREMENTS**

- 4.1 To be eligible for the Prize, the Portrait must satisfy each Portrait Requirement, which are listed in the table in the part headed "Portrait Requirements" in the Entry Form. Eligibility will be determined by the Pre-Selection Panel, whose decisions are final and no correspondence will be entered into.

- 4.2 Without limiting clause 4.1 above:

- (a) Diptychs and triptychs are eligible for entry into the Prize.
- (b) The Portrait may be executed in (but is not restricted to) oil, acrylic, watercolour, pastels, textiles, pencils, charcoal, ink and mixed media. For the avoidance of any doubt, the Portrait cannot be a sculpture, photograph or digital media.

## SECTION 3 FINALIST SELECTION AND NOTIFICATION

### 5. PRE-SELECTION PROCESS

- 5.1 The Pre-Selection Panel will review the Portrait Images and select approximately 30 to 50 Portraits for the Youth Exhibition. An Artist whose Portrait is selected by the Pre-Selection Panel for the Youth Exhibition is a finalist (**Finalist**) and that Portrait is a finalist portrait (**Finalist Portrait**).
- 5.2 The Pre-Selection Panel's decisions are final and no correspondence will be entered into.
- 5.3 The Artist agrees that if they enter more than one Portrait, only one Portrait can be selected for the Youth Exhibition.

### 6. NOTIFICATION OF FINALISTS

- 6.1 The Finalists will be announced to the media and published on the Website by no later than 5.00 pm (AWST) on Friday 6 August 2021. It is possible Finalists will not be notified before the media announcement and publication on the Website.
- 6.2 Following the media announcement and publication of the Finalists on the Website, The Lester will notify all Artists via email. It is the Artist's responsibility to notify The Lester of any changes to their contact details.

### 7. EXHIBITIONS

By entering the Prize, the Artist grants The Lester permission to display or exhibit their Portrait, or a print or digital reproduction of their Portrait at any time during the Exhibition Period:

- (a) in an exhibition of selected Finalists for the Prize at Brookfield Place or such other venue as The Lester may, in its absolute discretion, determine (**Youth Exhibition**); and
- (b) at other venues in exhibitions of all or some of the Finalists for the Prize following the close of the Youth Exhibition, for a period of up to three months (**Subsequent Exhibitions**).

## SECTION 4

### FINALIST PORTRAITS – EXHIBITIONS

#### 8. DELIVERY LOCATION, DATE AND TIME

- 8.1 Unless notified otherwise in writing by The Lester, the Finalist must deliver the Finalist Portrait to Arts Edge Photo & Frame (**Delivery Venue**) during business hours (9.00 am and 5.00 pm AWST) between Wednesday 25 August 2021 and Friday 27 August 2021 (**Delivery Time**) at the Finalist's own cost.
- 8.2 Any Finalist Portrait received outside of the Delivery Time will not be accepted and the Finalist is responsible for any costs associated with storing or returning their Finalist Portrait.
- 8.3 For Finalists living outside of the Perth metropolitan area, The Lester has negotiated discounted transport rates for transport of Finalist Portraits to and from International Art Services. A list of prices will be available from Friday 6 August 2021.

#### 9. EXHIBITION REQUIREMENTS FOR FINALIST PORTRAITS

- 9.1 The Finalist must provide, by email, The Lester with hanging instructions, photo references and details of the number of pieces comprising the Finalist Portrait and piece layout instructions (including images where necessary) by no later than Friday 13 August 2021.
- 9.2 The Finalist Portrait must be:
- (a) clearly labelled with the Finalist's name and the title of the Portrait attached to the back of the Portrait and also on the outside packaging detailed in clause 10 below;
  - (b) in a condition fit for exhibiting (as determined by The Lester in its sole discretion); and
  - (c) fitted with 25mm length D-rings on the back, at 100 mm from the top of the work, for ease of hanging (if not being framed by Arts Edge Photo & Frame),

prior to delivery at the Delivery Venue.

- 9.3 If the Finalist fails to comply with any of the requirements in clauses 9.1 and 9.2 (**Exhibition Requirements**) The Lester or the Partners may take such reasonable steps as they think appropriate to ensure that the Finalist Portrait complies with the Exhibition Requirements and/or is otherwise in a condition fit for exhibition, including by having appropriate 25mm D-rings fitted.

#### 10. REUSABLE PACKAGING REQUIREMENTS

The Finalist must ensure that the Finalist Portrait is delivered to the Delivery Venue in suitable packaging (which will be reused each time the Finalist Portrait is transported to and from the Delivery Venue or any exhibition venue). This includes, at a minimum, that the Finalist Portrait is:

- (a) fully dry before packing;
- (b) 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;
- (c) packed with clean bubble-wrap (bubble side out) for protection;
- (d) clearly labelled to indicate the correct way up for transport (particularly critical for framed works on paper where hinges are used to keep the work in place); and
- (e) such additional packing (such as card picture packs, tri-wall sandwich packs, crating etc) as may be required to ensure adequate protection during transport.

## 11. TITLE, INSURANCE AND LIABILITY

- 11.1 Nothing in these terms and conditions transfers ownership of the Portrait to The Lester.
- 11.2 Each of, and the Personnel of each of, The Lester, the Partners and the exhibition venue will exercise all reasonable skill and care in handling the Portrait during the Exhibition Period but will not be liable for loss of, or any damage to, the Portrait.
- 11.3 The Finalist is responsible for insuring the Portrait during the Exhibition Period which includes, for the avoidance of any doubt, the transportation to and from, and the storage and display at, the Youth Exhibition, any Subsequent Exhibitions and any other display or exhibition of the Portrait.

## 12. CURATION OF YOUTH EXHIBITION

The Finalist acknowledges that the curation of the Youth Exhibition and the hanging and display of the Finalist Portraits are matters for 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 concerning the display of the Finalist Portrait.

## 13. COLLECTION OF PORTRAIT AFTER EXHIBITION

- 13.1 The Finalist:
  - (a) must, unless notified otherwise in writing by The Lester, collect their Finalist Portrait (unless sold beforehand) from Brookfield Tower 2, 123-125 St Georges Terrace, Perth WA 6000 (**Collection Venue**) on Saturday 27 November 2021 between the hours of 10am and 12pm (AWST) at the conclusion of the Exhibition Period by no later than the date which is notified in writing by The Lester (**Collection Date**);
  - (b) is responsible for arranging, and paying for, the packaging, collection and transport of the Finalist Portrait from the Collection Venue back to the Finalist (unless sold beforehand); and

- (c) if the Finalist uses a courier service other than International Art Services to transport the Finalist Portrait from the Collection Venue, must provide completed courier documentation (including delivery address) to The Lester at least 7 days before the Collection Date.

13.2 If the Finalist does not collect the Finalist Portrait from the Collection Venue by the Collection Date, the Finalist must pay a storage fee of \$5 (excl GST) per day for each day that the Finalist Portrait is held at the Collection Venue before collection.

#### 14. **SALE OF PORTRAITS**

14.1 Subject to clause 14.2 below, the Artist may elect to offer their Portrait for sale, in the event their Portrait is selected as a Finalist Portrait, by electing to do so in the Entry Form (**Sale Portrait**).

14.2 The Lester maintains the right to determine, at its sole discretion, whether and how to offer or expose the Sale Portrait for sale.

14.3 The Finalist agrees to refer all sale enquiries during the Exhibition Period to The Lester which will liaise directly with all prospective buyers in relation to the sale of any Sale Portrait and, if sold during the Exhibition Period, a 30% commission (plus GST) is payable by the Finalist to The Lester.

14.4 If requested, The Lester will assist in arranging transport of a Sale Portrait to a buyer following the Exhibition Period; however, the Finalist agrees that The Lester is not responsible for paying any of the costs to transport a Sale Portrait to a buyer.

### **SECTION 5 JUDGING AND PRIZE AWARDS**

#### 15. **FINAL JUDGING & ANNOUNCEMENT OF WINNERS**

15.1 The award of the Student Prizes and the School Prizes are a matter for the sole discretion of the Judges and the Judges may, at their discretion, decide not to award a particular Prize Award.

15.2 The decisions of the Judges are final and no correspondence will be entered into.

#### 16. **STUDENT PRIZE**

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

- (a) if the Artist is in Years 11 or 12 of school:

- (i) 1st Prize - A\$500 gift voucher from Oxlades Art Supplies, plus A\$100 gift voucher from Arts Edge Photo & Frame; or

- (ii) 2nd Prize - A\$100 worth of Art Supplies by Oxlades Art Supplies, plus A\$75 gift voucher from Arts Edge Photo & Frame; or
- (iii) 3rd Prize - A\$50 worth of Art Supplies by Oxlades Art Supplies, plus A\$50 gift voucher from Arts Edge Photo & Frame.

(b) if the Artist is in Years 9 or 10 of school:

- (i) 1st Prize - A\$500 gift voucher from Oxlades Art Supplies, plus A\$100 gift voucher from Arts Edge Photo & Frame; or
- (ii) 2nd Prize - A\$100 worth of Art Supplies by Oxlades Art Supplies, plus A\$75 gift voucher from Arts Edge Photo & Frame; or
- (iii) 3rd Prize - A\$50 worth of Art Supplies by Oxlades Art Supplies, plus A\$50 gift voucher from Arts Edge Photo & Frame.

(c) if the Artist is in Years 7 or 8 of school:

- (i) 1st Prize - A\$500 gift voucher from Oxlades Art Supplies, plus A\$100 gift voucher from Arts Edge Photo & Frame; or
- (ii) 2nd Prize - A\$100 worth of Art Supplies by Oxlades Art Supplies, plus A\$75 gift voucher from Arts Edge Photo & Frame; or
- (iii) 3rd Prize - A\$50 worth of Art Supplies by Oxlades Art Supplies, plus A\$50 gift voucher from Arts Edge Photo & Frame.

16.2 If the Artist is not enrolled in school, or is home-schooled, the Artist will be deemed to be in the year level that they would otherwise be in if they were attending regular schooling, according to age.

16.3 The Artist also acknowledges and agrees that not all Artists receive a Student Prize.

## 17. **SCHOOL PRIZES**

17.1 A school will be eligible to be considered for a School Prize if:

- (a) one or more of its students is a Finalist;
- (b) in the case that the Finalist is not enrolled in school, it is the school that the Finalist last attended (as specified in the Finalist's Entry Form); or
- (c) in the case that the Finalist is home-schooled, the school is nominated by the Finalist, in each case (as applicable) as specified on the Finalist's Entry Form (a **Finalist School**).

- 17.2 Each Finalist School is eligible to be considered for the award of the following:
- (a) if a Finalist is in Years 10 through 12: One day professional Art Workshop hosted by a finalist in The Lester Prize (Adult), valued at \$1,000. Details to be confirmed in conjunction with The Lester and the winning school; and
  - (b) if is a Finalist is in Years 7 through 9: Half day professional Art Workshop hosted by a finalist in The Lester Prize (Adult), valued at \$500. Details to be confirmed in conjunction with The Lester and the winning school,

(a **School Prize**).

- 17.3 The School Prizes listed in clause 17.2 above are valid for one calendar year from the date of the award of that School Prize.

## **SECTION 6**

### **RIGHTS OF THE ARTIST, THE LESTER AND THE PARTNERS**

#### **18. INTELLECTUAL PROPERTY RIGHTS**

- 18.1 The Artist retains all intellectual property in any Portrait entered in the Prize and nothing in these terms and conditions shall transfer, alter or assign that intellectual property.
- 18.2 The Artist acknowledges, agrees and warrants that in respect of any images (including the Portrait Images) submitted by the Artist to The Lester:
- (a) the Artist is the owner of copyright in those images or has a licence of copyright from the owner and is authorised to permit, and does permit, the use of those images for the purposes disclosed in these terms and conditions 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, electronic or digital;
  - (b) where the author of any image is not the Artist, the Artist has secured the consent of the author to:
    - (i) permit The Lester and the Partners to use those images in any way in relation to the promotion and conduct of The Lester Prize (including in connection with associated educational activities or programs) in all forms of media; and
    - (ii) the use of those images by The Lester, the Partners and any person authorised or licensed by any of them, with or without attributing the author as the author as well as any attribution of someone else as the authority where that attribution is made in error.



18.3 If the Artist's Portrait is selected for the Youth Exhibition or the Subsequent Exhibitions, the Artist hereby grants to:

- (a) The Lester a perpetual, non-exclusive, royalty-free, worldwide licence (including the right to sub-licence); and
- (b) the Partners a 1 year, non-exclusive, royalty-free, worldwide licence from the date that the Finalists are announced in accordance with clause 6.1,

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 the Portrait, the associated Portrait Images and the Portrait Description for the purposes of:

- (i) displaying or exhibiting in any way, including in a print, electronic or digital form, the Portrait, images of the Portrait, the Portrait Images and or the Portrait Description;
- (ii) determining the winners of the Prize Awards;
- (iii) 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;
- (iv) publications on the Website, the Partners' websites and or social media;
- (v) production of electronic, digital and print media, such as but not limited to, exhibition books featuring the portrait, images of portraits entered in The Lester Prize, the Portrait Images and or the Portrait Description;
- (vi) education; and
- (vii) any other uses as may be required by The Lester to comply with its obligations under these terms and conditions.

18.4 The Artist acknowledges and agrees that in the event the Portrait is selected for the Youth Exhibition or any Subsequent Exhibition:

- (a) the Portrait may be photographed by visitors to the exhibition;
- (b) the Portrait may be photographed by media and used in media and public communications; and
- (c) third party websites may promote the display or exhibition of Portraits entered into The Lester Prize.

## 19. MORAL RIGHTS OF THE ARTIST

19.1 Without limiting clause 19.2 below, each of The Lester and the Partners agree to use best endeavours to attribute, wherever practicable, the Artist when the Portrait is displayed or reproduced.

19.2 The Artist:

- (a) irrevocably and unconditionally consents to The Lester and the Partners not including the Artist's name in relation to the Portrait where the Portrait is displayed or reproduced, in any format, on printed and social media platforms or in any media or press releases and consents to attribution of someone other than the author as author where that attribution is made in error;
- (b) agrees to provide correct details of the photographer and appropriate image courtesy credit for any images of the Artist or the Portrait (including the Portrait Images) supplied to The Lester; and
- (c) confirms that the Artist has obtained the consent of the photographer to the use of those images without crediting the photographer as author where it is not practicable to do so.

19.3 The Artist acknowledges that the consents in these terms and conditions are provided for the benefit of The Lester, the Partners, and anyone authorized or licensed by any of them.

## 20. ELIGIBILITY AND DISQUALIFICATION

The Lester may, at its absolute discretion:

- (a) refuse or exclude any entry which does not comply with these terms and conditions;
- (b) revoke an Artist's status as a Finalist if the Portrait differs in any material way from the Portrait Images; or
- (c) revoke the award of any Prize Award (and any associated privileges) and grant it to another Finalist, if the Finalist initially given any Prize Award is found to have:
  - (i) provided false information to The Lester in the Entry Form or during the course of the Prize; or
  - (ii) otherwise failed to comply with these terms and conditions.

## **SECTION 7 WARRANTIES AND INDEMNITIES**

### **21. WARRANTIES**

21.1 The Artist agrees and warrants that:

- (a) the Portrait is the Artist's original work and does not breach the intellectual property rights of any third party;
- (b) all information provided to The Lester in the completed Entry Form and in the course of the Prize is true and correct;
- (c) the Portrait Requirements form part of these terms and conditions;
- (d) the Portrait Images are true and accurate representations of the Portrait;
- (e) The Lester and the Partners are entitled to use, reproduce and communicate any images supplied by the Artist to The Lester and the author of those images' consents to the use of those images in connection with The Lester Prize without attribution and otherwise in accordance with these terms and conditions; and
- (f) the entry of the Portrait into the Prize, including any subsequent sale of the Portrait (if the Artist elects to make the Portrait available for sale), will 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).

### **22. INDEMNITY**

22.1 The Artist indemnifies each of The Lester, the Partners and exhibition venues against any damage or loss in relation to the Portrait, or any claim by a third party in relation to the Portrait including, but not limited to, copyright or moral rights.

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

## **SECTION 8 GOVERNING LAW AND DEFINITIONS**

### **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.

## 24. **DEFINED TERMS**

**Artist** means the person, or persons jointly, who created the Portrait.

**Arts Edge Photo & Frame** means Arts Edge Photo & Frame (Shop 75, Joondalup Gate, 93 Joondalup Drive, Edgewater WA 6027).

**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).

**Closing Date** means 5.00pm (AWST) on Friday 16 July 2021.

**Collection Date** has the meaning given to that term in clause 13.1.

**Collection Venue** has the meaning given to that term in clause 13.1.

**Consent Form** means the consent form available on the Website.

**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.

**Delivery Time** has the meaning given to that term in clause 8.1.

**Delivery Venue** has the meaning given to that term in clause 8.1.

**Entry Fee** is A\$15.00 (inclusive of GST) per portrait.

**Entry Form** means the entry form titled "The Lester Prize | 2021 Entry Form – Youth" available on the Website.

**Exhibition Period** means the period of 12 months from the Closing Date or such earlier date as may be notified in writing by The Lester.

**Exhibition Requirements** has the meaning given to that term in clause 9.

**Finalist** has the meaning given to that term in clause 5.1.

**Finalist Portrait** has the meaning given to that term in clause 5.1.

**Finalist School** has the meaning given to that term in clause 17.1.

**Judges** mean a panel consisting of 3 members with no commercial association with The Lester or its representatives, who will be selected by The Lester in its sole discretion.

**Mandatory Fields** means each field in the Entry Form other than those marked as "optional" or specified to not be required.

**Partners** means those sponsors and entities authorised by The Lester as sponsors of The Lester Prize, including Art Gallery of Western Australia and Brookfield Commercial Operations Pty Ltd (ABN 86 120 690 940).

**Personnel** means officials, volunteers, employees, contractors, agents and servants.

**Portrait** means a work of art which meets the requirements referred to in clause 4.1.

**Portrait Description** means the statement provided by the Artist in the Artist's online Entry Form under the heading "Portrait Description".

**Portrait Images** means the high-resolution images of the Portrait attached to the Artist's online Entry Form.

**Pre-Selection Panel** means a panel consisting of 3 members with no commercial association with The Lester or its representatives, who will be selected by The Lester in its sole discretion. Members of the Pre-Selection Panel may also be selected as Judges.

**Prize** means The Lester Prize 2021.

**Prize Award** means the Student Prizes and the School Prizes.

**Sale Portrait** has the meaning given to that term in clause 14.1.

**School Prizes** means the prizes detailed in clause 17.2.

**Student Prizes** means the prizes detailed in clause 16.

**Subject** means a person who is, or persons who are each, an Australian Resident and the subject of the Portrait.

**Subsequent Exhibitions** has the meaning given to that term in clause 7(b).

**The Lester** means The Lester 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 past and future portraiture prizes created and organised by The Lester including those past prizes entitled "Black Swan Prize for Portraiture".

**Website** means [www.lesterprize.com](http://www.lesterprize.com)

**Youth Exhibition** as the meaning given to that term in clause 7(a).