



# THE LESTER PRIZE FOR PORTRAITURE

## TERMS & CONDITIONS | ADULT | 2023

### SECTION 1 GENERAL

#### 1. GENERAL

- 1.1 By entering the Prize, the Entrant agrees to these binding terms and conditions. These terms and conditions together with the Entrant's completed Entry Form, form the agreement between the Entrant, The Lester and the Partners.
- 1.2 If the Entrant is the legal personal representative of the estate of the Artist who is deceased, the Entrant agrees to these binding terms and conditions, other than those inherently personal to the deceased.
- 1.3 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 Entrant's continued involvement in the Prize after any amendment will be taken as the Entrant'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 Entrant submits an Entry Form, The Lester will notify such Entrant via email.

### SECTION 2 ENTRY INTO THE PRIZE

#### 2. ARTIST

- 2.1 The Artist must be aged 18 years or over and an Australian Resident as at 5.00pm (AWST) on the Closing Date. For the avoidance of any doubt, the Artist may comprise one or more persons, all of whom must be Australian Residents aged 18 years or over.
- 2.2 If the Portrait is a result of an artistic collaboration, all co-creators must be named as Artists in the Entry Form.
- 2.3 Employees of The Lester and the Partners, and employees or immediate families of The Lester Judges or the Minderoo Judges and each of their respective agents, cannot enter the Prize.

The  
Lester  
Prize

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

3.1 To enter the Prize:

- (a) the Entrant must submit a completed Entry 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) unless waived pursuant to clause 3.4, The Lester must have received the Entry Fee in full,

by the Closing Date.

3.2 The Entrant may enter multiple Portraits into the Prize. A separate Entry Form must be submitted, and Entry Fee paid (unless waived pursuant to clause 3.4), for each Portrait entered into the Prize.

3.3 The Entry Fee is non-refundable.

3.4 The Lester may, at its absolute discretion, waive any Entry Fee for an Artist represented by an Aboriginal art centre (being an art centre that is an Aboriginal owned and operated not-for-profit corporation).

3.5 Portraits may be submitted for entry in the Prize on behalf of a deceased Artist by the legal personal representative (such as the executor) of the deceased Artist's estate.

### **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:

(a) approximately 30 to 40 Portraits for the Main Exhibition. An Entrant whose Portrait is selected by the Pre-Selection Panel for the Main Exhibition is a finalist (**Finalist**) and that Portrait is a finalist portrait (**Finalist Portrait**); and

(b) approximately 40 Portraits for the Digital Exhibition.

5.2 If the Entrant enters more than one Portrait into the Prize, only one Portrait may be selected as a Finalist Portrait. However, any number of Portraits submitted by the same Entrant may be selected for the Digital Exhibition (which applies whether or not a Portrait submitted by that Entrant is selected as a Finalist Portrait).

5.3 The Pre-Selection Panel's decisions are final and no correspondence will be entered into.

## 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 Monday 7 August 2023. 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 Entrants via email. It is the Entrant's responsibility to notify The Lester of any changes to their contact details.

## 7. EXHIBITIONS

By entering the Prize, the Entrant 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 AGWA or such other venue as The Lester may, in its absolute discretion, determine (**Main Exhibition**);

(b) at other venues in 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**).

## 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 International Art Services (IAS) WA depot at 719 Marshall Road, Malaga WA (**Delivery Venue**) between 9.00 am (AWST) Wednesday 23 August 2023 and 5.00 pm (AWST) Friday 25 August 2023 (**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 IAS. A list of these rates will be provided to Finalists.

## 9. EXHIBITION REQUIREMENTS FOR FINALIST PORTRAITS

9.1 The Finalist must provide, by email, The Lester with:

(a) hanging instructions, photo references and details of the number of pieces comprising the Finalist Portrait and piece layout instructions (including images where necessary); and

(b) accurate framed dimensions of their Finalist Portrait (including frame),

by no later than **Friday 11 August 2023**.

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,

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 25 mm 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 Lester will ensure that appropriate insurance of the Portrait is in place at all times from:

- (a) receipt of the Portrait at the Delivery Venue; to
- (b) collection of the Portrait at the Collection Venue,

from the start of the Delivery Time until the end of the Collection Time.

For the avoidance of any doubt, The Lester is not responsible for insuring any Portrait:

- (c) before the start of the Delivery Time (if the Portrait is received at the Delivery Venue before the start of the Delivery Time); or
  - (d) after the Collection Time (if the Portrait is not collected from the Collection Venue by the Collection Time).
- 11.4 The Finalist is responsible for arranging insurance to cover their Portrait (if the Finalist wants to insure their Portrait) to the Delivery Venue and from the Collection Venue back to the Finalist (unless sold beforehand).

## **12. CURATION OF MAIN EXHIBITION**

The Finalist acknowledges that the curation of the Main 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 the International Art Services Depot (IAS), 719 Marshall Road, Malaga WA (**Collection Venue**) 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, transport, and any insurance 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 IAS 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 Entrant 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 Richard Lester Prize, the Ashurst Emerging Artist Prize and the Highly Commended Prize are a matter for the sole discretion of The Lester Judges and The Lester Judges may, at their discretion, decide not to award a particular Prize Award.

- 15.2 The award of the Minderoo Foundation Spirit Prize is a matter for the sole discretion of the Minderoo Judges and the Minderoo Judges may, at their discretion, decide not to award the Minderoo Foundation Spirit Prize.
- 15.3 The decisions of The Lester Judges and the Minderoo Judges are final and no correspondence will be entered into.
- 15.4 The People's Choice Prize will be determined by the votes of the public in accordance with the terms and conditions for that prize published on the Website.
- 15.5 The Tony Fini Foundation Artist Prize will be awarded by popular vote of the Finalists in accordance with the terms and conditions for that prize which will be provided to each Finalist. Finalists may not vote for their own Portrait.
- 15.6 The Barton Family Foundation Installers' Prize will be awarded by sole discretion of The Art Gallery of Western Australia staff who receive, unpack and hang the entries.
- 15.7 If any Prize Award is awarded to a Finalist comprised of more than one Artist, they will receive that Prize Award to be shared between them.

## 16. PRIZE AWARD

- 16.1 By entering the Prize, the Entrant agrees that all Finalists are eligible to be considered for the award of the following:
- (a) The Richard Lester Prize for Portraiture: A\$50,000 (Non-Acquisitive) (**The Richard Lester Prize**) awarded to a Finalist by The Lester Judges;
  - (b) People's Choice Prize sponsored by the Baldock Family: A\$15,000 (**People's Choice Prize**) awarded to the Finalist with the most votes from the public;
  - (c) Tony Fini Foundation Artist Prize: A\$15,000 (**Tony Fini Foundation Artist Prize**) awarded to a Finalist by popular vote of the other Finalists;
  - (d) Ashurst Emerging Artist Prize: A\$5,000 awarded to a Finalist (other than the recipient of The Richard Lester Prize) who is an Emerging Artist by The Lester Judges (**Ashurst Emerging Artist Prize**);
  - (e) One or more Highly Commended Prize up to the value of \$5,000 awarded by The Lester Judges to one or more Finalist (other than the recipient of The Richard Lester Prize, the Minderoo Foundation Spirit Prize or the Ashurst Emerging Artist Prize) (**Highly Commended Prize**); and
  - (f) Barton Family Foundation Installers' Prize: A\$5,000 (**Installers' Prize**) awarded to a Finalist (selected by Art Gallery of Western Australia staff who pack, receive and hang the entries).
- 16.2 By entering the Prize and electing to be considered for the Minderoo Foundation Spirit Prize, the Entrant agrees that, if selected as a Finalist, the Entrant is eligible to be

considered for the award of the Minderoo Foundation Spirit Prize: A\$10,000 awarded to a Finalist by the Minderoo Judges (**Minderoo Foundation Spirit Prize**).

## 17. MINDEROO FOUNDATION SPIRIT PRIZE

The recipient of the Minderoo Foundation Spirit Prize (**Recipient**) may not sell, transfer or otherwise dispose (**Dispose**) of the Finalist Portrait the subject of the awarded Minderoo Foundation Spirit Prize (**Minderoo Prize Portrait**) within the first 3 months' after being awarded the Minderoo Foundation Spirit Prize (**Disposal Period**), unless the Recipient offers Minderoo a right of first refusal in accordance with the remaining provisions of this clause:

- (a) the Recipient must set out the terms and conditions on which the Recipient is offering to Dispose of the Minderoo Prize Portrait in writing (**Disposal Notice**) and provide the Disposal Notice to Minderoo by email to: [abaker@minderoo.org](mailto:abaker@minderoo.org) or any other email address notified by Minderoo to the Recipient;
- (b) Minderoo may by written notice to the Recipient, given within 15 Business Days after receiving the Disposal Notice, accept the offer to purchase the Minderoo Prize Portrait at the price and on the terms and conditions contained in the Disposal Notice (**Purchase Notice**); and
- (c) if Minderoo does not give a Purchase Notice within 15 Business Days, the Recipient may Dispose of the Minderoo Prize Portrait during the Disposal Period to any other person at a price and on terms and conditions not more favourable to such person than those contained in the Disposal Notice.

This clause 17:

- (d) does not apply to any Disposal of the Minderoo Prize Portrait after the end of the Disposal Period; and
- (e) applies notwithstanding an Entrant electing to not offer their Portrait for sale in the Entry Form.

## 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 Main Exhibition, Subsequent Exhibitions or the Digital Exhibition, the Artist hereby grants to:

- (a) The Lester a perpetual, non-exclusive, royalty-free, worldwide licence (including the right to sub-licence);
- (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; and
- (c) AGWA a 3 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 including archiving the exhibition page on the AGWA website ([www.artgallery.wa.gov.au](http://www.artgallery.wa.gov.au));

- (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 Main Exhibition or the Digital 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 Entrant:

- (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 Entrant 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 Entrant'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 Entrant 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) if the Portrait is a result of an artistic collaboration:
  - (i) all co-creators have been named as Artists in the Entry Form and agree to the submission of the Portrait into the Prize; and
  - (ii) any communication made, or instructions given, by one co-creator to The Lester in connection with the relevant Portrait is taken to be made or given by all co-creators of that Portrait. The Lester is not required to enquire with, or receive instructions from, each co-creator separately. If The Lester receives conflicting instructions from the co-creators of a Portrait, The Lester may act on any instructions received by a co-creator of that Portrait;
- (d) the Portrait Requirements form part of these terms and conditions;
- (e) the Portrait Images are true and accurate representations of the Portrait;
- (f) The Lester and the Partners are entitled to use, reproduce and communicate any images supplied by the Entrant 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

- (g) 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 Entrant 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 Entrant 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

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

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

**Ashurst Emerging Artist Prize** has the meaning given to that term in clause 16.1(d).

**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).

**Business Days** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

**Closing Date** means 5.00 pm (AWST) on Sunday 9 July 2023.

**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.

**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.

**Digital Exhibition** has the meaning given to that term in clause 7(b).

**Emerging Artist** means an Artist who:

- (a) has, within the last five years, either:
  - (i) committed to practice as a visual artist and commenced working seriously to develop and promote a career as a professional artist, or
  - (ii) graduated with an art degree or similar formal qualification;
- (b) may have exhibited commercially in a group show or a solo show but has not had more than two solo shows at commercial or institutional galleries (excluding Artist-run initiatives);
- (c) is not yet held in the collection of any national or state public collecting institution; and
- (d) has not previously won a national art prize, unless the prize is specifically aimed at emerging artists (finalists, runners-up and commendation recipients remain eligible).

**Entrant** means:

- (a) the Artist; or
- (b) the legal personal representative of the deceased Artist's estate,  
as applicable.

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

**Entry Form** means the entry form titled "The Lester Prize | 2023 Entry Form – Adult" 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.

**Highly Commended Prize** has the meaning given to that term in clause 16.1(e).

**Main Exhibition** has the meaning given to that term in clause 7(a).

**Mandatory Fields** means each field in the Entry Form other than those marked as "optional".

**Minderoo** means The Minderoo Foundation Pty Ltd (ACN 098 198 684) as trustee for The Minderoo Foundation Trust (ABN 24 819 440 618).

**Minderoo Foundation Spirit Prize** has the meaning given in clause 16.2.

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

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

**People's Choice Prize** has the meaning given to that term in clause 16.1(b).

**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 Entrant in the Entrant's online Entry Form under the heading "Portrait Description".

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

**Pre-Selection Panel** means a panel consisting of 5 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 The Lester Judges.

**Prize** means The Lester Prize 2022.

**Prize Awards** mean:

(a) The Richard Lester Prize;

- (b) Minderoo Foundation Spirit Prize;
- (c) People's Choice Prize;
- (d) Ashurst Emerging Artist Prize;
- (e) Tony Fini Foundation Artist Prize; and
- (f) the Highly Commended Prizes.

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

**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 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.

**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".

**The Richard Lester Prize** has the meaning given in clause 16.1(a).

**Tony Fini Foundation Artist Prize** has the meaning given in clause 16.1(c).

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