

LOUD AND LUMINOUS - The Fine Print

(This is not an interactive document, so please print it out fill it in, sign it and either scan it or photograph it with your phone and include it in your submission by the stated deadline)

NAME _____

ADDRESS _____

WEBSITE _____

MOBILE _____

FACEBOOK _____

INSTAGRAM _____

Terms & Conditions Please read these terms and conditions carefully.

Late submissions will not be accepted.

This is a non-acquisitive project.

Artists can enter one photographic image as their submission, as per specifications previously stated.

Entrants are permitted to use post processing (e.g. Photoshop and similar software) on their submitted image.

Submitted image must be the original work of the entrant. No third party may enter.

Curatorial decisions are to be accepted with grace and no discussion entered into.

All artworks submitted must be:

- i. Original
- ii. Solely the work of the artist
- iii. Not executed in a tutored class
- iv. Licensed to Loud and Luminous for purposes related to the Loud and Luminous IWD 2019-2020 Project, exclusively and irrevocably until the end of the exhibition (date) under all circumstances.
- v. The copyright on artwork remains with the artist; however Loud and Luminous maintains the right to use the image in promotion of the Loud and Luminous Project, present and future. Loud and Luminous reserves the right to reproduce the work/s or parts thereof for the purpose of publicity in digital/web formats. Submission of an artwork constitutes the entrant's permission for such reproduction.
- vi. The artist must have the written, signed and dated permission of any persons who appear in the image submitted.

Personal information provided as part of entry will not be disclosed without your consent for any other purpose unless required by law.

Loud and Luminous are currently negotiating travelling the exhibition to regional Australia, so prints will not be available to artist until this has been confirmed, and therefore this will exclude the possibility of any sales from the exhibition.

Insurance, Copyright and Moral Rights

Loud and Luminous and The Gallery will not insure artworks submitted and will not accept responsibility

for any loss or damage to artworks during the period the artworks are stored or exhibited on gallery premises, or at any other time.

Entrants agree to release to the full extent permitted by law and to indemnify and keep indemnified Loud and Luminous and The Gallery, it's employees, suppliers, contractors, volunteers and insurers against all liability for loss, damage and expense (including legal costs) whatsoever arising in any way associated with the Loud and Luminous Project.

Upon submission of an entry to the Loud and Luminous Project, you, as the owner of the image grant The Gallery the right to:

(i) Maintain a copy of the image for archival purposes; (ii) Display the image in public spaces for the duration of the exhibition; (iii) Use the image for promotional and publicity purposes relating to the The Loud and Luminous project and for promotion through social media sites. (iv) You warrant that you are the owner of all copyright of the artwork or have obtained all necessary approvals to permit the submission of the image to the Awards. (v) While you retain copyright of the image, you grant permission for the image to be used for promotional and publicity purposes relating to the Loud and Luminous Project and for the image to be promoted through social media sites. All future use of the image would be subject to your approval. (vi) The Gallery and Loud and Luminous will acknowledge the photographer in all publicity of the exhibition as the creator and owner of the image.

General

These Terms and Conditions will be effective from the date upon which the artist submits their image and up to the date upon which the related exhibition ends (including the travelling exhibition is it proceeds), however, any of these terms and conditions which are capable of having effect following the completion, termination or expiration of these terms and conditions (including without limitation; warranties, releases and indemnities) must remain in full force. These Terms and Conditions shall be governed, constructed and interpreted in accordance with the laws in force in Australia. In the event that any of these Terms and Conditions are declared invalid, such a term and condition will be removed from this document and the remainder of the Terms and Conditions will continue to operate in full force and effect.

The Artist acknowledges that she has had the opportunity to obtain independent legal advice prior to agreeing to these Terms & Conditions. These terms and conditions supersede any prior agreement between the Artist and Loud and Luminous and any request to modify these Terms and Conditions must be in writing and signed by both the Artist and Loud and Luminous.

Signed and Dated on behalf of Loud and Luminous

Signed and Dated by Artist



Hilary Wardhaugh and Melissa Anderson
