



Australian War Memorial

The Napier Waller Art Prize 2019

Terms and Conditions

Terms and conditions

1. By entering the Australian War Memorial's 2019 Napier Waller Art Prize you agree to be bound by these terms and conditions.
2. Prize administrators ("the Administrators") will be appointed each year by the Australian War Memorial.
3. The Administrators reserve the right to cancel or amend the competition and these terms and conditions without notice in the event of obstacles outside of the Administrators' control. Entrants will be notified of any changes as soon as possible.

Key dates

4. Prize entry submissions will be received between 29 April 2019 and 17 June 2019. All entries must be received by 5 pm (AEST) on 17 June 2019.
5. Shortlisted and Highly Commended entrants will be notified of this outcome by email or phone by 5 pm (AEST) on 16 July 2019.
6. The online exhibition of shortlisted entrants will go live on the Memorial's website on 19 August 2019. Voting for the People's Choice Award will also commence on this date.
7. The highly commended works for exhibition will begin to be collected from entrants and freighted to the Memorial, beginning the week of the 16 July 2019.
8. The winning entry will be announced at an event to be held at the Australian War Memorial in Canberra on Thursday 19 September 2019, to coincide with the display of the Highly Commended and Winning entries at the Memorial, launching 10am on Friday, 20 September 2019.
9. The Highly Commended and Winning exhibition will close 5pm on Sunday, 17 November 2019. Voting for the People's Choice Award will also close on this date, 17 November 2019 at 5pm (AEST).
10. The winner of the People's Choice Award will be notified the week of 18 November 2019. An announcement of the winner will be published on the Memorial's social media accounts this same week.

Who can enter

11. The Napier Waller Art Prize is open to submissions from current and former Australian Defence Force (ADF) personnel.
12. Collaborative works by more than one artist will be considered eligible for submission, but all entrants must be current or former ADF personnel.
13. Entries submitted on someone else's behalf are ineligible.
14. The following persons are also ineligible to enter or assist any eligible person to enter: members of the judging panel; Administrators; employees of the Australian War Memorial; employees of The Repat Foundation Inc. (trading as The Road Home); employees of the University of Canberra, and employees of Thales Australia.

How to enter

15. All entries must be submitted online via <https://www.awm.gov.au/form/napier-waller-art-prize>. Entries open on Monday 29 April 2019 and close Monday 17 June 2019. Entry is free.
16. The Memorial will not accept delivery of any artwork as a submission, and hard copy entries will be ineligible for consideration, without exception.
17. Confirmation of receipt of all Prize entries will be sent by email only to those who provide a valid email address. No other correspondence about the receipt of entries will be entered into.
 - a. If you experience difficulty entering via the online form, please contact nwap@awm.gov.au or phone curators Erin Vink on 02 6206 9806 or Toni Bailey on 02 6243 4579.



Australian War Memorial

The work

18. The Napier Waller Art Prize is an acquisitive visual art prize for two- and three-dimensional and digital works of art that do not exceed 2 x 2 x 2 metres. An entry may consist of multiple parts, but the overall size must not exceed the limits specified.
19. Entrants may submit a maximum of two works completed during the 24 months preceding closing date of 17 June 2019. Any work made after this time will not be accepted.
20. All entries must comprise of an online exhibition-standard digital image in JPEG format in the correct orientation, with a maximum file size of 5 MB (2,000 pixels vertically x 3,000 pixels horizontally).
21. All film entries must supply MPG4 STD DEF (standard definition), with the file size not to exceed 500 MB. Please submit using Vimeo.
 - a. In the event a video artwork is selected as the winning entry, the winner will be required to submit to the Memorial a high quality, data rich file for acquisition and display.

Instructions and conditions

22. In submitting an entry, entrants agree that their service record will be confirmed by the Memorial to ensure their eligibility for the Art Prize. Entrants agree by submitting an entry, they authorise the Memorial permission to act on their behalves in order to confirm this eligibility.
 - a. Current serving members and former members who enlisted post 2000 will have their service details confirmed by the Defence Community Organisation.
 - b. Former serving members who enlisted and discharged pre 2000 will have their service details confirmed by Defence Archives.
23. Image file names must not exceed 35 characters (including spaces). Please avoid using special characters (" ' & < > + =) as these can interfere with processing your entry.
24. All entries must include an artist's statement of **no more than 200 words per work entered**. This could include a description of the artwork and/or background to the subject.
25. The artist's name cannot appear anywhere in the image file name or within the artist's statement.
26. All works must be ready for display without any equipment or alterations required, at the time of entry. Installation requirements and the artist's statement/s must be final at the time of entering. Alterations to either will not be accepted.
27. Video artwork submitted and accepted for the Winning and Highly Commended Napier Waller Art Prize 2019 exhibition will be displayed on 42" HD resolution monitors supplied by the Memorial, in the artist's choice of either portrait or landscape orientation.
 - a. Artists submitting video artwork that cannot be accommodated by the Memorial's screens of this nature will need to arrange appropriate display technology with Memorial staff. Video display devices not supplied by the Memorial will be subject to an approval process before being installed in the public galleries.
 - b. Video artwork accepted for the Winning and Highly Commended Napier Waller Art Prize 2019 exhibition may require a high quality, data rich file to be submitted to the Memorial for the purposes of exhibition.
 - c. If a video artwork is selected as Winner the entrant must provide the Memorial high quality, data rich files for acquisition.
28. All entries will be subject to a conservation assessment for adherence to Memorial storage and display requirements.
 - a. If conservation advises the Administrators that an artwork requires conservation intervention for the purposes of the Winning and Highly Commended Napier Waller Art Prize 2019 exhibition, Memorial staff will consult the maker prior to any preventative work being undertaken.
29. All entries will be assessed for shortlisting based solely on material submitted as part of their entry, including the image.
30. Freight costs and all other charges relating to the delivery of the winning entry and Highly Commended entries to the Memorial is the sole responsibility of the Memorial. These highly commended and winning entrants agree to facilitate the Memorial through this process.
31. The Memorial cannot guarantee additional display of the winning work beyond the initial exhibition period associated with the announcement of the prize.
32. Each work in the online exhibition will include the image file provided by the entrant at time of entry, the artist's name, the title of the work, the date made, and the work's measurements, together with the artist's statement. Each artist's statement will be subject to the Memorial's editorial standards.



Australian War Memorial

33. Finalists agree to provide any additional information reasonably requested by the Memorial to assist with preparation of prize-related promotional material.

Copyright, privacy, and liability

34. The entrant warrants that the submitted work/s is original and does not infringe the copyright, moral rights, or other rights of any third party. Entrants indemnify the Memorial against any loss or damages resulting from a breach of this warranty.
35. All personal information is provided to the Memorial in the strictest confidence and will be used for the purposes of administering the Prize only, in keeping with Australian Defence Force security requirements.
36. Some of the information collected in the entry form will be used by the Prize partner, University of Canberra, for research purposes only. The information will remain secure and anonymous.
37. The Memorial reserves the exclusive right to public announcements regarding the prize's shortlisting and winning entry announcement.
38. Finalists grant the Memorial a non-exclusive licence, without fee, to reproduce their work, and to photograph, publish, and/or distribute it to the public for prize-related purposes. Finalists or relevant persons remain the legal owner of the copyright, not the Memorial.
39. The winner agrees to grant the Memorial a non-exclusive licence, without fee, to reproduce their work, and to photograph, publish, and/or distribute it to the public for current and future Prize-related purposes.
40. The winner agrees to be available for the purposes of promotion and publicity interviews at times and dates and in places reasonably requested by the Memorial. Consideration will be given to extenuating circumstances.
41. While there can be only one winner, each entrant should be assured that the Memorial will have carefully assembled our judging panel to ensure both military and artistic representation. All decisions concerning the prize are final and no conversations regarding recourse will be entered into.
42. Except for any liability that cannot by law be excluded, the Memorial is not responsible for and excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special, or consequential, arising in any way out of:
 - a. any technical difficulties or equipment malfunction (whether or not under the Administrator's control);
 - b. any theft, unauthorised access or third-party interference;
 - c. any entry that is late, altered or misdirected (whether or not after their receipt by the Administrators owing to any reason beyond the reasonable control of the Administrators, and;
 - d. any variation in prize value to that stated in these terms and conditions.

The prize

43. Shortlisted finalists will be selected for an online Napier Waller Art Prize 2019 exhibition on the Memorial's website and will receive a challenge coin in recognition of their achievement. Shortlisted finalists will be informed of this outcome prior to the online exhibition being launched on 19 August 2019.
44. All shortlisted finalists will have the opportunity to be voted as the *People's Choice Award winner*; which will be recognised on the Memorial's website.
45. The People's Choice Award winner will be announced following the close of the Napier Waller Art Prize 2019 exhibition.
46. The People's Choice prize money of AUD\$5,000.00 will be awarded to the artist/s of a single entry.
47. From the Shortlisted finalists, the judges will select a small group of Highly Commended works which will be exhibited at the Memorial alongside the winning work from 20 September 2019 to 17 November 2019. Highly Commended finalists will be contacted by the Memorial in early July 2019 to organise freighting of their work to the Memorial. All freight costs will be covered by the Memorial.
48. The winning work will be announced at the Napier Waller Art Prize 2019 exhibition opening at the Memorial on the evening of 19 September 2019. The winning entrant will not receive any correspondence about the success of their submission prior to this day other than being contacted by Memorial staff in early July 2019 to organise freighting of their work to the Memorial.
49. The prize money of AUD\$10,000.00 will be awarded to the artist/s of a single winning entry.
50. The winning work will be displayed in the galleries at the Memorial from 20 September to 17 November 2019.



Australian War Memorial

51. The winning entrant/s will also receive the opportunity to undertake a research residency at the Memorial for a period of 14 days, including a mentoring day with official war artist eX de Medici, at her studio. All travel and accommodation expenses will be covered by the Memorial.
52. The Napier Waller Art Prize is acquisitive, and the winning work will enter the Memorial's collection. No additional payment will be made to the winner.

Highly Commended Exhibition 20 September 2019 to 17 November 2019 Loan Terms and Conditions

Artist's whose works are selected for the Highly Commended exhibition agree to the following Loan terms and conditions:

Parties

53. The owner of the material affirms that they are the sole legal owner and has the authority to loan material listed in this terms and conditions.
54. These loan terms and conditions may be executed by electronic communications and in any number of counterparts (including copies, facsimile and scanned email copies), each of which is to be deemed to be an original, but all of which together will constitute one instrument. Unless the context specifically indicates the contrary, exchange is intended to be effected by way of electronic exchange of counterparts.

Loan purpose and period

55. The Memorial will only use the loaned material for the purpose specified under the heading 'The prize'.
56. Unless otherwise stated or agreed, the loaned material will only be stored and displayed in the venue listed under the heading 'The Napier Waller Art Prize'.
57. The owner reserves the right to recall the loaned material at any time upon reasonable notice (being not less than 30 days) to the Memorial.
58. The Memorial may terminate the loan at any time upon reasonable notice (being not less than 30 days) to the owner.
59. At the cessation of the art prize, the Memorial will endeavour to return the loaned material to the owner within 30 days.
 - a. Should the owner be unavailable to receive the return freight of the loaned material during this 30 day period, they are asked to nominate an agent to receive the work in their absence prior to the close of the exhibition.

Condition, damage and disaster

60. The Memorial will take all due care to ensure that the loaned material remains in the condition in which it was dispatched from the owner excepting natural deterioration.
61. If any damage occurs to the loaned material the Memorial will contact the owner as soon as possible.
62. The Memorial will request written consent from the owner before any conservation treatment is undertaken.
63. The Memorial will, in the event of an emergency situation, take reasonable action to ensure the safety and stabilisation of the loaned material.

Limitations, copyright and reproduction requests

64. Photographs of the loaned material are permitted for the Memorial's record purposes, condition reports and for promotion of the exhibition.
65. Photography of the loaned material is permitted by visitors to the Memorial's galleries.

Transport, packing and courier

66. Packing the artwork and any associated display material for transport is the responsibility of the artist;
67. Artists are welcome to contact the Memorial for advice about the packing of their artworks. Requests for advice can be directed to nwap@awm.gov.au.
68. The dimensions of the packed artwork (height, width, depth, and weight) must be provided by the artist prior to the work being transported to the Memorial;
69. Unless otherwise stated, the Memorial will make all transport arrangements.
70. All costs associated with transport of the loan are to be borne by the Memorial.
71. The Memorial will retain and store the original packing material and will repack the loaned material in the same manner as it was packed by the owner.



Australian War Memorial

72. In the event that the Memorial is importing the loaned material from overseas, the Memorial will arrange and pay for customs clearances and permits.

Insurance and valuation

73. The Memorial is responsible for any loss or damage that occurs to the loaned material while in its custody, which includes transit to and from the Memorial.
74. Unless otherwise stated, the Memorial will insure the loaned material against all damage and loss for the amount specified under the heading 'replacement value'.
75. The owner must provide the Memorial with an agreed replacement value at the time of this agreement.

Owner acknowledgment

76. The Memorial will acknowledge the owner in any public use of the loaned material and in exhibition labels and catalogues.

Disposal of abandoned material

77. The Memorial may dispose of abandoned loan material in accordance with relevant legislation (Uncollected Goods Act 1996).