



# 2016 National MAX Indigenous Art Competition

***Our Communities, entries close 5pm 25 April, 2016***

**Kindly supported by Honourable Leslie Williams MP Minister for Aboriginal Affairs.**

The 2016 National MAX Indigenous Art Competition is open to all 2D forms of Indigenous artwork; painting, drawing, collage and photography relating to the 2016 theme of *our communities*.

Twenty artworks from the competition will be selected by our judging panel to feature in a finalists' exhibition 15 June - 21 July at NSW Parliament Fountain Court Gallery, Sydney. All finalists will be flown to Sydney at the cost of MAX Solutions to attend the exhibition's opening and winner announcement on 7 July 2016.

## **Award**

- Major Prize Winner is awarded \$3,000
- Major Prize Winner (Youth) is awarded \$1,000

## **Key dates**

- Entries open 9am 28 March, 2016
- Entries close 5pm 25 April, 2016
- Finalists announced and notified 9 May, 2016
- Finalist artworks delivered by 23 May, 2016
- Finalists' exhibition 15 June - 21 July, 2016
- Winner announcement 7 July, 2016
- All artworks returned to artists by 30 August, 2016

## **How to enter**

Email submissions to [communications@maxsolutions.com.au](mailto:communications@maxsolutions.com.au) with your completed application form and two high resolution images of your artwork by 25 April 2016.

## **Eligibility**

- Entry into the competition is free
- Entries are open to all Torres Strait Islander and Aboriginal artists
- All artists must be over 18 years of age
- Artworks must be created by the entrant submitting the artwork
- Youth prize category is open to artists between 18 to 25 years of age
- Artworks must have been made in the last 12 months
- Artwork size is restricted to 2m x 2m
- Artwork must be no heavier than 8kg in weight
- Only 2D artworks (painting, drawing and collage) will be accepted
- If selected as a finalist, artwork must be ready for hanging, framed or stretched to canvas with D hooks installed. Please see fixing instructions for further details.

Please see terms and conditions for a complete outline of all competition details.

Competition entry form design inspired by the 2015 Major Prize winner of the National MAX Indigenous Art Competition; Belynda Waugh with artwork 'To hold the moon'.



**MAX Employment**

## 2016 National MAX Indigenous Art Competition Entry Form

**Artist name:**

**Date of birth:**

**Address:**

**Postcode:**

**Suburb:**

**Phone:**

**Email:**

**Number of entries:**

### Entry one

**Title of artwork:**

**Date completed:**

**Materials used:**

**Dimensions (width cm x height cm):**

**Artwork weight:**

**Sale price:**

**Artist statement (approx. 50 words):**

### Entry two

**Title of artwork:**

**Date completed:**

**Materials used:**

**Dimensions (width cm x height cm):**

**Artwork weight:**

**Sale price:**

**Artist statement (approx. 50 words):**

### Entry three

**Title of artwork:**

**Date completed:**

**Materials used:**

**Dimensions (width cm x height cm):**

**Artwork weight:**

**Sale price:**

**Artist statement (approx. 50 words):**



# Terms and Conditions

## Competition

1. Entry is only open to individuals of Aboriginal or Torres Strait Islander descent who are aged 18 or older. Entrants must reside in Australia.
2. Artists are able to submit up to three entries.
3. Entries must be submitted by the artist of the artwork. If an entry is submitted by a third party, the entry will not be considered.
4. No competition entry fee is charged by the promoter to enter the competition.
5. An artist statement must be submitted with the artwork to be considered in the competition.
6. All entry images are to be titled `artistname_artworktitle.jpg`, all images are to be less than 3MG in size.
7. Only 2D artworks will be accepted into the competition (painting, drawing, collage and photography).
8. The entered artworks are restricted width: 2m by height: 2m, and must weigh less than 8kg for eligible entry.
9. All entries must relate to the 2016 competition theme 'our communities' through artist statement or visual representation.
10. Artworks must have been created in the last 12 months (between 25 April 2015 – 28 April 2016).
11. The entrant agrees and acknowledges that they have read these Conditions of Entry (Terms and Conditions) and that entry into the 2016 MAX National Indigenous Art Competition (Promotion) is deemed to be acceptance of these Conditions of Entry. Any capitalised terms used in these Conditions of Entry have the meaning given in these Conditions of Entry.
12. The competition commences on the 28.03.2016 and ends on 25.04.2016 (Promotional Period). Entries must be received during the competition period. All entries are to be submitted to [communications@maxsolutions.com.au](mailto:communications@maxsolutions.com.au). Entries are deemed to be received at the time of receipt by MAX Solutions Pty Ltd, trading as MAX Solutions, ABN 51 067 092 737, Building 4, 107 Miles Platting road, Eight Miles Plains, Qld 4113 (Promoter) and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
13. Valid and eligible entries will be accepted up to 5pm 25.04.2016.
14. MAX Solutions reserves the right in its absolute discretion to reject artworks with a political or provocative stance.
15. If the entrant has consented (opted-in) in accordance with the Australian Privacy Principles, their personal information will be disclosed to the competition promoter for future competition opportunities.
16. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy is located at <http://www.maxsolutions.com.au/contact-us/privacy-policy-page.aspx>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrant's personal information to its contractors and agents to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, subject to State or Territory regulation.
18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
20. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

## Finalists

21. Twenty artworks will be selected by the judging panel to feature in the finalists' exhibition at NSW Parliament Fountain Court Gallery, 6 Macquarie St, Sydney NSW 2000 from 15.06.2016 for up to six (6) weeks (exhibition).
22. All finalists will be notified by email on 9 May 2016. Only artists selected as a finalist will be notified.
23. Only one artwork per artist will be selected as a finalist artwork for the exhibition.
24. If selected as a finalist, all artists must ensure their artwork is appropriately framed or mounted with D hooks, ready for exhibition hanging. See fixing instruction sheet for details.
25. All reasonable attempts will be made to contact each finalist. If any finalist chooses not to take their prize (or is unable to), they forfeit the prize and the promoter is not obliged to substitute the prize.

## Exhibition and winner announcement

26. All artwork freight will be at the cost of MAX solutions.
27. All finalist's artwork must be couriered and delivered to: Holly Riding, MAX Solutions, Building 4, 107 Miles Platting Road, Eight Mile Plains Qld 4113 by 23.05.2016.
28. The winners will be determined by skill and artwork connection to the competition theme 'our communities'. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into. Entrants are eligible to win one (1) prize only.
29. Once announced, title to the Major Prize Winner artwork is assigned by the artist to MAX Solutions, in exchange for the \$3,000 prize money.
30. Artworks will be displayed in the exhibition at NSW Parliament Fountain Court gallery at the curator's discretion.
31. Winner announcement: All twenty artists will be provided with return economy class airfares from their nearest capital city to Sydney, transfers from the airport to the exhibition: 2-4PM on 07.07.2016. All other expenses become the responsibility of the artist. If a finalist is traveling one way more than six hours to attend the opening, one nights accommodation will be provided at the expense of MAX Solutions. To be determined at the sole discretion of MAX Solutions.
32. Both the Major Prize Winner acquisitive prizes and the Major Prize Winner – Youth prizes are not transferable, substitutable or exchangeable for another prize of equal or like value nor redeemable for cash (including any unused proportion).
33. For the purposes of public statements and advertisements, the Promoter will publish the winner's full name and State in promotion. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter and any request to access, update or correct any information should be directed to the Promoter. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).



34. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).
35. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize(s) at the time they are issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
36. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
37. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
38. The entrant grants the Promoter permission to photograph the artwork and reproduce it in the MAX Indigenous Calendar and promotional material for the Exhibition without compensation. The entrant may be required to sign documentation as provided by the Promoter to give effect to the above.
39. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
40. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
41. Unless otherwise specified, the prize(s) is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
42. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
43. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

## Contact

For all enquiries contact Competition Manager  
Holly Riding at:

**Email** [communications@maxsolutions.com.au](mailto:communications@maxsolutions.com.au)

