



Just Art Terms & Conditions

The Law Society of New South Wales invites eligible Artists to submit Artworks to Just Art on the terms and conditions set out below.

All Entries must be submitted between 10 am on 10 April 2019 and 5 pm on 30 June 2019. Entries received after this time will not be accepted unless The Law Society of New South Wales extends this closing date in its discretion by giving notice as detailed in these terms and conditions.

<p>1. INTERPRETATION</p>	<p>In these terms and conditions:</p> <p>“Artist” means the creator of the Artwork.</p> <p>“Artwork” means an original piece of art created by an Artist, either single or in Series.</p> <p>“Artist’s Statement” means a written explanation from the Artist of between 100-200 words of how the Artwork addresses the Theme and, if you enter a Series, how the constituent parts of the Series relate to each other.</p> <p>“Entry” means:</p> <ul style="list-style-type: none">(i) a fully completed Entry Form, including the Artist’s Statement; and(ii) a high resolution image of the Artwork to be used for the purposes of judging, any digital display and in the Exhibition catalogue if selected as a finalist (.jpg format only, max file size 9MB, min file size 2MB). <p>“Entry Form” means the form appearing on the Just Art portal on The Law Society’s website at www.lawsociety.com.au/justart.</p> <p>“Exhibition” means exhibition of the finalists’ Artworks.</p> <p>“Exhibition Venue” means the venue for the Exhibition being The Law Society of NSW, 170 Phillip Street, Sydney NSW 2000 or such other location determined by the Law Society in its discretion.</p> <p>“Just Art” means the art competition run by The Law Society and governed by these terms and conditions.</p> <p>“Opening Night” means the opening night of the exhibition of the finalists’ Artworks at the Exhibition Venue.</p> <p>“Reserve Price” means the reserve sale price set for an Artwork in accordance with these terms and conditions.</p>
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	<p>“Selection Panel” means the panel appointed by The Law Society to select finalists.</p> <p>“Series” means more than one original piece of art created by an Artist, up to a maximum of five (5) pieces.</p> <p>“The Charity” means The Law Society President’s Charity for 2019, Our Watch.</p> <p>“The Law Society” means The Law Society of New South Wales ACN 000 000 699.</p> <p>“Theme” means any interpretation of the topic ‘justice’.</p>
<p>2. ENTRY, ELIGIBILITY AND SELECTION OF FINALISTS</p>	<p>2.1 Artworks, to be eligible to enter Just Art, must in some way touch on the Theme and must be the work of Artists who, at the time of submission, are eighteen (18) years or older.</p> <p>2.2 An Entry must be submitted between 10 am on 10 April 2019 and 5 pm on 30 June 2019 via the Just Art portal on The Law Society’s website at www.lawsociety.com.au/justart. The portal will close at 5 pm on 30 June 2019, or such later date that The Law Society may determine in its discretion, and thereafter Entries will not be accepted. The Law Society will give notice of any extended closing date via the above website.</p> <p>2.3 Members of The Law Society, other practising NSW lawyers, law students or those who are affiliated with the legal profession are eligible to enter Just Art.</p> <p>2.4 Entry is restricted to Artists residing in NSW.</p> <p>2.5 The Selection Panel will select finalists and The Law Society will notify Artists selected as finalists by email or phone. By entering Just Art, you agree that, if you are selected as a finalist, you will deliver your Artwork to the Exhibition Venue by a date specified by The Law Society and notified to you at the time you are informed of your selection as a finalist.</p> <p>2.6 Submission of the Entry and, for those Artworks selected as finalists, delivery of the Artwork itself will be at the Artist’s own risk and expense. For the avoidance of doubt, costs will not be covered or subsidised by The Law Society.</p> <p>2.7 The Law Society reserves the right in its sole discretion to refuse consideration of any Entry that it considers in its sole discretion to be incomplete upon submission. This may include but is not limited to where the Artwork does not relate to the Theme or the Artist’s Statement does not adequately explain the Artwork’s relationship to the Theme. The Law Society will not contact entrants for the purposes of seeking information missing from an Entry. Entrants may only correct missing information prior to the competition closing date by emailing: justart@lawsociety.com.au.</p>

	<p>2.8 The Law Society reserves the right in its sole discretion to disqualify any individual whom it has reason to believe has breached any of these terms and conditions. The Law Society's decision to disqualify any individual is final and there is no right of appeal. For the avoidance of doubt, a disqualified Artist will not be eligible to participate in the Exhibition or any prize.</p>
<p>3. ARTWORK</p>	<p>3.1 Artworks can be in any physical medium (for e.g. sculpture, painting, photograph, drawing, digital art or textiles).</p> <p>3.2 Any Artwork entered in Just Art in 2017 or 2018 is not eligible for entry, even if it was not selected for exhibition on the Opening Night.</p> <p>3.3 Entries are limited to two per artist.</p> <p>3.4 Each Entry must comprise one Artwork.</p> <p>3.5 If you are entering a Series, the constituent pieces of the Series must not exceed the size restrictions set out below. All jpgs must be attached to the one Entry Form.</p> <p>3.6 If you are entering a digital artwork, this will be displayed using the best available equipment available at the Exhibition Venue. An Artist may supply their own equipment for display at their own risk and expense.</p> <p>3.7 Each Artwork must:</p> <ul style="list-style-type: none"> • be no larger than 180cm x 180cm when displayed • if a painting and selected as a finalist, be suitably framed for handling, ready to hang with standard wire attachment and must not be wet when delivered to the Exhibition Venue; • if a photograph and selected as a finalist, be suitably framed. Only framed photographs will be offered for sale in the Exhibition. You must provide an estimate of the framed dimensions in centimetres or paper size (e.g. A4) on your Entry Form. The choice of framing is at your discretion and any associated costs are at your expense; • if a sculpture and selected as a finalist, be ready to display, for example on a plinth or other stable surface as deemed appropriate by the Exhibition Venue; • be accompanied by an Entry Form; • be accompanied by an Artist's Statement; • be the original work of the Artist; • not be under consideration for any other prize in any other competition at the time of submission or during the competition period;

	<ul style="list-style-type: none"> • be available for sale by The Law Society to third party buyers; • bear the title of the Artwork on the reverse of the Artwork and the Artist's name. <p>3.8 By submitting an Entry, the Artist agrees that its Artist's Statement may be edited by the Law Society for length and clarity before being included in any Exhibition catalogue.</p>
<p>4. EXHIBITION, SALE AND PRIZES</p>	<p>4.1 Finalists' Artworks will be exhibited at the Exhibition Venue from the Opening Night for the Exhibition period to be determined by The Law Society. The Law Society reserves the right to determine how Artworks are displayed at the Exhibition.</p> <p>4.2 All exhibited Artworks will be for sale on the Opening Night and during the Exhibition period at the Reserve Price. If, in the opinion of the Selection Panel, a Reserve Price is too high or low, the Selection Panel can adjust the Reserve Price at its discretion. The Selection Panel will notify an Artist of any adjustment of the Reserve Price. The Artist may instruct The Law Society to reduce the Reserve Price on Opening Night or during the Exhibition period. This instruction may be verbal or written. The Law Society or the Exhibition Venue will communicate all offers received above or below the Reserve Price to the Artist to obtain their consent to the sale.</p> <p>4.3 If an Artwork is sold, the Artist agrees that 50% of sale proceeds received by The Law Society will be remitted to the Artist and 50% will be remitted to The Charity. The Artist can instruct the Law Society in writing to remit all or a portion of its 50% of the proceeds to The Charity instead.</p> <p>4.4 For the 50% of sale proceeds to be remitted to the Artist, a Tax Invoice with an active ABN must be provided to the Law Society. If the Artist does not provide an ABN, they will need to complete a Statement by Supplier. Failing this, a portion of the total payment may be withheld from the Artist for tax purposes.</p> <p>4.5 Each Artist consents to The Law Society taking possession of the Artwork for the purposes of selling the Artwork to any third party buyer and grants all rights, including all licences, to The Law Society legally required for the purposes of that sale.</p> <p>4.6 On the Opening Night an Artist's choice award (voted on by all finalists) and a Peoples' choice award (voted on by attendees of the Opening Night who are non-finalists) will be selected. It is a condition of entry into Just Art that, if you are selected as a finalist, you will attend Opening Night and vote in the Artist's choice award, provided that The Law Society may in its sole discretion waive this condition where it is satisfied that there</p>

	<p>are extenuating circumstances. A finalist cannot vote for his or her own Artwork.</p> <p>4.7 At the sole discretion of The Law Society, Artworks which are deemed to be of a high standard (but not selected as finalists) may be digitally displayed and offered for online sale via The Law Society’s website in a manner to be determined by The Law Society. The Law Society will notify relevant Artists’ of this decision prior to proceeding. If any such Artworks are sold, the Artist agrees that 50% of sale proceeds received by The Law Society will be remitted to the Artist and 50% will be remitted to The Charity. The Artist can instruct The Law Society in writing to remit all proceeds to The Charity instead.</p>
<p>5. RETURN OF ARTWORKS</p>	<p>5.1 Finalists whose Artworks have not sold on Opening Night or for the remainder of the Exhibition will be notified so their Artworks can be picked up at their own risk and expense.</p> <p>5.2 Artworks not collected by the date indicated above shall be sold, dealt with or disposed of at the sole discretion of The Law Society.</p> <p>5.3 If selected by The Law Society, artworks that have not sold on Opening Night or for the remainder of the Exhibition may stay on display at the Exhibition Venue until 13 December 2019. The Law Society will notify relevant Artists’ of this decision prior to proceeding. If any such Artworks are sold, the Artist agrees that 50% of sale proceeds received by The Law Society will be remitted to the Artist and 50% will be remitted to The Charity. The Artist can instruct The Law Society in writing to remit all or a portion of its 50% of the proceeds to The Charity instead.</p>
<p>6. INTELLECTUAL PROPERTY</p>	<p>6.1 Each Artist warrants that the Artwork is his or her own original work and does not breach any Australian or international copyright laws. Any infringement of copyright laws by an Artist will be the sole responsibility of that Artist.</p> <p>6.2 Each Artist will indemnify The Law Society against all losses, liabilities, claims and expenses arising out of or in any way connected to any breach of intellectual property rights in relation to the relevant Artwork.</p> <p>6.3 Each Artist selected as a finalist authorises The Law Society to exhibit its Artwork and publish photographs of its Artwork in any publications online or in print determined by The Law Society.</p> <p>6.4 Each Artist agrees to allow The Law Society the unconditional use of the Artwork owned by that Artist for promotions, media, advertising, announcements or any other purpose considered</p>

	<p>necessary or desirable by The Law Society without compensation, consideration, notice, review or consent where permitted.</p> <p>6.5 Each Artist agrees to engage in promotional activities related to Just Art if requested by The Law Society.</p>
<p>7. LOSS OR DAMAGE</p>	<p>The Law Society will not be responsible for any loss or damage suffered whatsoever to any Artwork while in transit or under the control of The Law Society or, where relevant, at the Exhibition Venue. Each Artist will indemnify The Law Society against all losses, liabilities, claims and expenses arising out of or in any way connected to any loss or damage suffered to the Artwork created by that Artist. Each Artist is responsible for his/her own insurance cover.</p>
<p>8. USE OF PERSONAL INFORMATION</p>	<p>8.1 By entering the competition, you are providing personal information to The Law Society. The Law Society collects your personal information to process and consider your Entry. Without your personal information we will not be able to process your Entry. The personal information you provide by entering Just Art will not usually be disclosed to anyone else.</p> <p>8.2 Our privacy policy contains information about how you may access your personal information and seek correction of such information, as well as how to complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. View our privacy policy here: https://www.lawsociety.com.au/PrivacyPolicy/index.htm</p> <p>8.3 By entering the competition, you give The Law Society permission to contact you.</p>