Entry kit

Are you between the ages of 16-25 with a passion for painting? With a major prize of $10,000, second prize of $5000 and third prize of $2500 on offer we are hoping to discover Australia’s next art sensations.

_Belle_ ArtStart sponsored by Belle Property is our exciting inaugural art prize. We want to unearth Australia’s best unrepresented artists. This is a prize with a difference, as you have to be willing to sell your work as part of the deal – you’ll get the proceeds – and everyone’s work has to be entered on the same size canvas (36”x24”). No sculpture, no photography, no digi – just paint on canvas. The Sydney Art Store is offering special prices on canvases for _Belle_ ArtStart entrants. _thesydneyartstore.com.au_. Professional grade, $69.95, and pre-made high-grade artist canvas, $49.95. _Entries close November 13_ and the judging, sale and winners announcement will all take place on _Tuesday, November 17_. So if you have a major work bubbling along in your mind just waiting to be unleashed, now is the time to get painting. _Entry fee of $50_ – see the entry form for details.

THE PRIZE

ENTRANTS IN THE INAUGURAL _BELLE_ ARTSTART WILL GO INTO THE RUNNING TO RECEIVE:

- **FIRST PRIZE** $10,000 PLUS A $500 SYDNEY ART STORE VOUCHER AND A TWO-YEAR SUBSCRIPTION TO _BELLE_.
- **SECOND PRIZE** $5000 PLUS A $500 SYDNEY ART STORE VOUCHER AND A TWO-YEAR SUBSCRIPTION TO _BELLE_.
- **THIRD PRIZE** $2500 PLUS A $500 SYDNEY ART STORE VOUCHER AND A TWO-YEAR SUBSCRIPTION TO _BELLE_.

THE JUDGES

Artworks submitted to _Belle_ ArtStart will be judged by a panel of industry experts on Tuesday, November 17, shortly before all works submitted will go on sale. The panel includes:

- **BARRY KELDOULIS** – CEO and Group Fairs Director of Art Fairs Australia, and director, Gallery Barry Keldoulis
- **MICHAEL REID** – Art expert and director, Michael Reid Gallery
- **DAVID COOK** – Art consultant and curator
- **FIONA BIONDI** – corporate services manager, Belle Property
- **ALESANDRO LJUBICIC** – artist and owner of The Sydney Art Store
- **HARRY ROBERTS** – features writer, _Belle_
- **TANYA BUCHANAN** – editor, _Belle_

IMPORTANT DATES

- **ENTRIES OPEN**: Monday, August 17, 2015
- **ENTRIES CLOSE**: Friday, November 13, 2015
- **BELLE ARTSTART EVENT**: Tuesday, November 17, 2015
HOW TO ENTER

All entrants must be between ages 16-25 and not currently represented by a commercial art gallery. Submissions are to be sent to: Belle ArtStart, Level 10, 54 Park Street, Sydney NSW 2000, and received no later than close of business on Friday, November 13.

The prize is open to paintings on canvas, which must be 36”x24” size. All entries must include a completed and signed official Belle ArtStart entry form, which is contained in this entry kit, including a receipt reference number for the $50 entry fee.

Entrants are welcome to submit more than one artwork to Belle ArtStart, however each artwork will be judged as a separate entry, not as a body of work, and must include its own individual entry form and $50 entry fee. For more information about how to enter, and for the Belle ArtStart conditions of entry, see the Terms and Conditions and entry form at the end of this document.

BELLE ARTSTART ART SALE EVENT

By entering the prize, entrants agree to make their artwork available for sale at the Belle ArtStart event, which will be held on Tuesday, November 17. All artworks submitted to Belle ArtStart will be available for purchase by guests at the event and will be priced at $550 each. If an artwork is sold at the Belle ArtStart event, the entrant will receive the proceeds less a 10% administration fee. Unsold artworks will be available for collection after the event.

All entrants will automatically receive 1 ticket to the Belle ArtStart event, valued at $25. Additional tickets will be available to purchase closer to the event date.

The Belle ArtStart event will be an exciting opportunity to meet with art and design industry heavyweights. For more information about the Belle ArtStart event, see the Terms and Conditions and entry form at the end of this document.
ENTRY FORM

NAME OF ARTIST _____________________________________ AGE _____ RECEIPT #_____________________

ADDRESS ______________________________________________ PHONE ______________________

EMAIL _________________________________

BANK DETAILS (FOR ELECTRONIC TRANSFER OF PRIZE MONEY AND/OR PROCEEDS FROM ARTWORK SALE AT THE BELLE ARTSTART EVENT) BSB _____ ACC _____________ NAME ON CARD ______________________

TITLE OF ARTWORK _____________________________________ MEDIUM ______________________

DATE PAINTED ______________ I AM NOT CURRENTLY REPRESENTED BY A COMMERCIAL ART GALLERY: YES / NO

NAME OF SCHOOL, COLLEGE OR UNIVERSITY (IF APPLICABLE) ________________________________

HOW DID YOU HEAR ABOUT BELLE ARTSTART? ________________________________________________

SIGNED ___________________________ DATE ________________________

Please provide a scan or photocopy of your photo ID (driver’s licence, school or tertiary institution ID, passport, photo card accepted). To pay the $50 entry fee, please phone Sarah Hayes on (02) 8267 9572 and supply her with your credit card details. Sarah will process the payment and give you a receipt reference number, which you will need to quote on your entry form above.
PARTICIPATION AGREEMENT

I AM THE PARENT OR LEGAL GUARDIAN OF _____________________________, AGED _______________ (MINOR).

IN CONSIDERATION OF BAUER MEDIA PTY LIMITED (ACN 053 273 546) (BAUER) AGREING TO PARTICIPATION BY THE MINOR IN THE BELLE ARTSTART COMPETITION (COMPETITION), INCLUDING THE BELLE ARTSTART EVENT IN SYDNEY ON NOVEMBER 17 2015 (EVENT):

1. I, INDIVIDUALLY, AND ON BEHALF OF THE MINOR, AGREE TO THE TERMS AND CONDITIONS PROVIDED IN THE COMPETITION ENTRY KIT.

2. I ACKNOWLEDGE THAT THE EVENT INVOLVES THE PROMOTION AND OFFERING FOR SALE OF THE PAINTED CANVAS ARTWORK SUBMITTED BY THE MINOR (ARTWORK) AND AGREE THAT:
   a. Bauer is appointed as agent for the Minor for the purpose of exhibition and sale of the Artwork at the Event;
   b. the price of Artworks exhibited at the Event will be $550.00 each (excluding GST); and
   c. if the Artwork is sold at the Event, Bauer will retain an administrative fee of 10% of the purchase price.

3. I ACKNOWLEDGE AND AGREE THAT IF THE MINOR IS SELECTED AS A WINNER, I WILL ACCEPT THE PRIZE ON BEHALF OF THE MINOR.

4. I, INDIVIDUALLY, AND ON BEHALF OF THE MINOR, RELEASE AND HOLD HARMLESS BAUER (AND ITS AGENTS AND EMPLOYEES) FROM ALL CLAIMS WHICH MAY BE MADE BY THE MINOR (OR ON ITS BEHALF) OR BY ANY OTHER PARTY IN RESPECT OF ANY INJURY OR LOSS SUFFERED (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE MINOR’S PARTICIPATION IN THE COMPETITION (INCLUDING THE EVENT), WHETHER CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE.
   (a) I grant to Bauer (including its related bodies corporate, licensees, agents and others to whom Bauer grants any part of these rights) the right to and to authorise others to:
      (i) record the Minor’s image (by still or moving photography) and voice for audio and/or visual reproduction (Recording, which term includes any edited version of the Recording and any previously recorded material in which I appear made by Bauer);
      (ii) edit the Recording and combine it with other recordings; and
      (iii) communicate the Recording to the public in all media throughout the world;
   (b) I AUTHORISE BAUER TO USE THE MINOR’S NAME, LIKENESS, VOICE AND BIOGRAPHIC AND OTHER INFORMATION;
   (c) I RELEASE BAUER FROM ANY INFRINGEMENT OR VIOLATION OF PERSONAL OR PROPERTY RIGHTS OF ANY SORT BASED UPON THE PRODUCTION AND USE OF THE RECORDING;
   (d) I ACKNOWLEDGE THAT:
      (i) Bauer owns all rights (including copyright) in the Recording; and
      (ii) the Recording may be used in connection with promoting Bauer or Bauer publications;
   (e) I WARRANT THAT I:
      (i) have full power to enter into this agreement and that the terms of this agreement do not conflict with any existing commitment on my part;
(ii) am over 18 years old; and
(iii) will not make any statement or supply any information to any person which would reasonably be expected to be prejudicial to Bauer or any Bauer publication or in breach of any obligation of confidentiality owed to Bauer; and

(f) I INDEMNIFY BAUER (INCLUDING ITS OFFICERS, EMPLOYEES AND AGENTS) AGAINST ANY CLAIM, DEMAND, EXPENSE, LOSS, DAMAGE OR COST THAT BAUER MAY SUSTAIN AS A DIRECT OR INDIRECT RESULT OF:
(i) any breach of this agreement by me;
(ii) the Minor’s participation in the Competition (including the Event); or
(iii) any act or omission by me (other than an act done or omitted to be done at Bauer’s direction).

SIGNATURE ______________________ PRINT PARENT/GUARDIAN NAME ______________________

DATE ______________________
TERMS AND CONDITIONS

SUBMISSION OF ENTRY:
1. Instructions on how to enter and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. The Promoter is Bauer Media Pty Limited ABN 18 053 273 546 of 54 – 58 Park Street, Sydney, NSW 2000. Phone: 02 9282 8000.
3. Entry is open to individuals who are:
   • residents of Australia;
   • aged sixteen (16) years to twenty-five (25) years; and
   • who can paint artworks to canvas and are not currently represented by a commercial art gallery.
   Employees of the Promoter, associated agencies and their immediate families, are not eligible to enter.
4. The competition commences 17 August 2015 and final entries must be received by 5.00 pm (AEDST) on 13 November 2015. Payment of each entry must be finalised with Promoter by 5.00 pm (AEDST) on 4 November 2015.
   The judging will be done by a panel of judges appointed by the Promoter. The judging will take place at 146 -154 Lawrence Street, Alexandria and will begin at 11.00 am on 17 November 2015. The major prize winner and runners up will be announced at the Belle ArtStart competition, Level 10, 54 Park Street, Sydney NSW, 2000.
5. To be eligible to enter, entrants must:
   • request an entry kit by telephone or email: phone – 02 8267 9572, email – belleartstart@bauer-media.com.au;
   • pay their entry fee of AU$50.00 per entry to the Promoter by calling 02 8267 9572 and provide credit card details.
   • fill in the entry form from the entry kit including the full name of the artist, age, address, daytime telephone number, current email address, title of work, payment receipt number, medium and date painted; and
   • send the Artwork, completed entry and signed copy of these Terms and Conditions to the following address: Belle ArtStart competition, Level 10, 54 Park Street, Sydney NSW, 2000.
6. For the purposes of this competition, painting is defined as the practice of applying paint, pigment or colour to a canvas. The entrant may use their choice of paint including but not limited to: oil paint, pastel, acrylic, watercolour, hot wax, fresco, gouache, enamel, spray paint, tempera or water miscible oil paint for their entry.
7. The entrant can choose from any style of painting they would like to submit, including but not limited to: portrait, figure painting, modernism, impressionism, abstract styles, landscape, surrealism etc. No sculptures, photography, drawings, or digital prints will be accepted as an entry into this competition.
8. All Artwork must be available to be displayed and sold to the public by the Promoter at the Event. If the entrant does not wish for their entry to be sold at the Event, the entry will be deemed invalid.
9. The price of Artworks exhibited at the Event will be $550.00 each (excluding GST) and includes the Promoter’s 10% administrative fee. The sale of an Artwork does not mean the entrant will win a major or runners-up prize.
10. Each entrant appoints the Promoter as its agent for the purpose of the exhibition and sale of the Artwork at the Event. This appointment applies only to the Artwork and does not make the Promoter a general agent for any works not so consigned.
11. The full price of the Artwork will be paid by the purchaser to the Promoter at the Event and the price of the Artwork less the Promoter’s administrative fee will be paid to the entrant within thirty (30) days of the Event, subject to the entrant signing all relevant documentation provided by the Promoter.
12. The copyright in each Artwork will remain the entrant’s property. Subject to clause 13 below, dealings in relation to copyright in the Artwork will be made solely between the entrant and the purchaser.
13. Each entrant grants the Promoter a non-exclusive, royalty free licence to display the Artwork in accordance with clause 24 of these Terms and Conditions.
14. Title and risk in the Artwork remains with the entrant at all times unless the Artwork is purchased at the Event in which case title and risk pass to the purchaser on delivery. The Promoter will not be responsible for theft, loss of or damage to the consigned Artwork at any time, including the period of consignment. It is the entrant’s responsibility (at the entrant’s cost) to obtain insurance policies which the entrant considers appropriate.
15. The period of consignment will be limited to the duration of the Event. If an Artwork is not sold at the Event, the entrant must arrange for collection of the Artwork from the location nominated by the Promoter at the Event by 18 November 2015.
16. Each entrant warrants to the Promoter that:
   • the Artwork submitted is an original artistic work of the entrant that does not infringe the rights of any third parties. If any part of the Artwork was provided by a third party, the entrant warrants that they have obtained the relevant copyright permission to submit the Artwork for the purposes of this competition; and
   • they have the written consent, release, and/or permission of each and
every identifiable individual person in the Artwork (including if the individual is a child – the child’s parent or legal guardian) to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Artwork in the manner contemplated by these Terms and Conditions.

17. Any entry which the judges deem inappropriate will be invalid.

18. Each entrant indemnifies the Promoter, its officers, employees, agents and affiliates (and their employees and agents) (each an “Indemnified Party” and together the “Indemnified Parties”) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by the Indemnified Parties as a result of breach by the entrant of these Terms and Conditions (including the warranties set out herein) or otherwise arising from promotion, display or sale of the Artwork or otherwise in connection with this competition.

19. For the avoidance of doubt, the entrant will be deemed to be the person who submitted the entry. The Promoter’s decisions in relation to all aspects of this competition are final and binding on all who enter and no correspondence will be entered into.

20. The Promoter will supply mounts, hanging or supporting accessories and other aids necessary for the proper mounting of your Artwork at the Event.

21. The Promoter is neither responsible nor liable for any:
- late, lost or stolen mail or entries; or
- any postage costs including but not limited to courier costs in sending the entry to the Promoter’s mailing address.

22. Multiple entries are permitted, however each Artwork will be judged as a separate entry and not as a body of work, and must include its own individual entry form and entry fee of AU$50.00.

23. It’s a condition of entering this competition that each entrant must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion. In the event the entrant is under the age of 18 years, the entrant’s parent or legal guardian must complete the legal release and indemnity form included in the entry kit (the Release). The Release must be signed by the parent or legal guardian and submitted at the same time as the Artwork.

24. It is a condition of participating in the competition that the entrants agree to be interviewed, photographed, filmed at any time by the Promoter or their agents and for their Artwork to be photographed and/or featured for a story or feature on this competition to be developed and featured in Belle Magazine, Homes to Love website (http://www.homestolove.com.au) or Belle Magazine social media pages (or any other form of media it deems suitable) without further remuneration or reference to the entrant. Details may feature in Belle Magazine, Homes to Love website or Belle Magazine social media pages on a date to be determined by the Promoter. The inclusion of any such feature (including but not limited to creative control of the feature) will remain at the discretion of the Promoter at all times.

25. Each entrant acknowledges and agrees that any arrangement entered into in relation to the publication of their entry does not create a relationship between the winner and the Promoter of employer and employee, principle and agent, partnership or joint venture.

26. This is a competition of skill, chance plays no part in determining the winner. Each Artwork will be individually judged based on its originality, creativity, technique and suitability to the competition. The judges’ decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

27. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity and age) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

28. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

29. Entrants must disclose any issues that may generate negative publicity and impact on the success of this competition and/or Belle magazine or the Promoter.

30. The Promoter reserves the right to disqualify an entrant if, in its complete discretion the Promoter deems that the entrant’s continued involvement in the competition will (in any way) negatively impact on the success of the competition and negatively influence the general purpose of the competition. For the removal of doubt the Promoter has the right to remove and/or disqualify an entrant at any stage of the competition. No correspondence will be entered into.

31. If a medical circumstance in some way restricts an entrant’s ability to enter the competition through the required method, that entrant is still eligible to enter however they will be required to briefly state their circumstances upon entry.

32. If that entrant’s entry is selected as a winning entry, validation of their medical circumstances/the validity of their entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the
Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the Terms and Conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting a prize the winner sign any such legal documentation.

33. Entrants will automatically receive one (1) ticket to the Event valued at up to AU$50.00. Additional tickets will be available to purchase closer to the event date.

PRIZES:

34. The best (1) valid entry as determined by the judges will be deemed the major prize winner and will win:
- AU$10,000.00 awarded in the form of a cheque made in favour of the winner; and
- one (1) x $500 voucher to The Sydney Art Store – to be used in store or online at http://thesydneyartstore.com.au. The next best (1) valid entry as determined by the judges will be deemed the second runner-up prize winner and will win:
  - AU$5,000.00 awarded in the form of a cheque made in favour of the winner; and
  - one (1) x $500 voucher to The Sydney Art Store – to be used in store or online at http://thesydneyartstore.com.au.

35. Prize must be taken as offered. The prize, or any unused portion of the prize, is not exchangeable or cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prizes.

36. The prize will be delivered to the nominated address of the winner. Delivery is valid to any state and/or city in Australia.

37. In the event that for any reason whatsoever the winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

38. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification.

GENERAL:

39. The responsibility for and cost of packing and transport of each entry:
- to the Promoter’s premises, will be borne by the entrant; and
- from the Promoter’s premises to the Event, will be borne by the Promoter.

40. The cost of insurance for each Artwork will be borne by the entrant.

41. The Promoter is not responsible nor liable for any Artwork or prize lost or damaged in transit or at the Event.

42. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the competition.

43. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the competition.

44. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

45. If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter...
reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the competition, as appropriate.

46. The Promoter collects personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter.

PRIVACY:

47. The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting www.bauer-media.com.au/privacy.htm. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.