
KING & WOOD MALLESONS
CONTEMPORARY FIRST NATIONS ART AWARD 2020

Updated 7 September 2020 – all changes shaded blue

Purpose

The purpose of the King & Wood Mallesons Contemporary Aboriginal and Torres Strait Islander Art Award (“**King & Wood Mallesons Contemporary First Nations Art Award**”) is to acknowledge the outstanding contribution made to Australian culture by Aboriginal and Torres Strait Islander artists in remote, regional and urban areas throughout Australia working in wall hung two or three dimensional media including painting, photography, drawing, printmaking, weaving, jewellery, acrylic glass, metal, works on bark or board, mixed media, digital media and sculpture.

The King & Wood Mallesons Contemporary First Nations Art Award is a biennial competition, which King & Wood Mallesons intends to hold over at least six years. The inaugural competition was held in 2018 as the King & Wood Mallesons Award – Contemporary First Nations Art Prize. The King & Wood Mallesons Contemporary First Nations Art Award has been established by KWM to promote and encourage the highest standards of First Nations art practice in Australia.

About KWM

King & Wood Mallesons is Asia’s first top tier international law firm – designed to connect Asia to the world, and the world to Asia.

With all the facets of a world-class law firm and a unique Asia perspective, we act as a bridge between East and West to support regional clients as they internationalise and western clients as they do business in the region.

We combine our global reach with deep local roots to help our clients navigate and cut through the cultural, regulatory and technical complexities of getting deals done in new markets.

Spanning 28 international offices located in the world's major financial centres and growth capitals, we offer clients an integrated team of more than 3000 lawyers with cross-border expertise and local know-how across a broad range of practices and sectors. Our clients range from global financial and corporate powerhouses through to start-ups and all levels of government.

While we have a proud legacy of excellence that spans more than 180 years, we have never lost our entrepreneurial spirit and drive for innovation. We challenge our clients and our people to think differently about what a law firm can be today, tomorrow and beyond. We care for our clients, staff and the communities in which we work.

KWM Community Impact deploys pro bono legal services, social mobility initiatives, skilled & community volunteering projects and philanthropy through a highly strategic, coordinated, holistic and multi-layered approach to reduce inequality & poverty among young people, especially First Nations young people. Through this approach, our award-winning social impact programme seeks to inspire & empower all of our people to work together to address some of the major justice challenges of our time, while creating a more just society. The key pillars of our strategic vision are to improve the legal system, to support equal justice & opportunities, and to strengthen civil society. Our grassroots work is at the core of our programme. We now want to use the knowledge gained through that work to explore major justice challenges and see what further contributions we, as an industry leader, can make to structural causes of inequality and poverty.

One of our key initiatives is our Reconciliation & Empowerment Project which is underpinned by our Stretch Reconciliation Action Plan (**Stretch RAP**). This large scale project reflects our firm’s deep commitment to Aboriginal and Torres Strait Islander peoples, community controlled organisations and communities. Our Stretch RAP has 4 key areas of focus: (1) Strong Enterprises & Economic Development; (2) Supporting Indigenous Social Mobility via KWM Pathways; (3) Leading Systemic Reform & Advocacy via KWM Impact Assembly; and (4) Bolstering Support for Community-Led Change & Place-Based Initiatives. We are deeply proud of the extensive relationships KWM has developed with a wide-range of First Australians and First Nations businesses, not-for-profits, legal centres and academic institutions over recent years. We are honoured to work with and alongside so many Indigenous leaders.

About the Awards

We have temporarily modified the format of the awards in 2020, in response to the far-reaching effects of COVID-19. There will be six (6)

awards announced as part of this art exhibition in November 2020.

There will be the King & Wood Mallesons Contemporary First Nations Art Award, the VIC Local Artist Award, the People's Choice Award and three additional Highly Commended Awards.

| Award | Prize money |
|--|-------------|
| King & Wood Mallesons Contemporary First Nations Art Award | \$20,000 |
| VIC Local Artist Award | \$5,000 |
| Highly Commended Award | \$2,000 |
| Highly Commended Award | \$2,000 |
| Highly Commended Award | \$2,000 |
| People's Choice Award | \$1,000 |

The art exhibition will be delivered virtually commencing October 2020, with a physical exhibition to occur at fortyfivedownstairs in July 2021. We have adjusted the format to create a powerful and high-impact opportunity for Aboriginal and Torres Strait Islander peoples, community-controlled organisations and communities amid COVID-19 and we will use our best efforts to ensure no artist is disadvantaged as a result of any changes.

Key dates

22 June 2020

Entries open for Intention to Participate and Expression of Interest forms.

26 June 2020 – Last day to submit optional Intention to Participate form.

31 August 2020

Final day to submit Expression of Interest (also referred to herein as the “**Entry Close Date**”).

4 September 2020

Judging of Expressions of Interest and selection of finalists for the Virtual Art Exhibition and Art Exhibition.

7 September 2020

Between 25 and 35 finalists notified.

October 2020

Finalist artworks, with Artist profiles, uploaded to Virtual Art Exhibition at <https://www.kwmatsiartaward.com/>. The Virtual Art Exhibition will conclude at King & Wood Mallesons' discretion, but no later than 14 days after the Art Exhibition.

2 November 2020

Judging of artwork on Virtual Art Exhibition at <https://www.kwmatsiartaward.com> and selection of the winners of the King & Wood Mallesons Contemporary First Nations Art Award & VIC Local Artist Award, & Highly Commended Awards.

3 November 2020

Winners of the King & Wood Mallesons Contemporary First Nations Art Award & VIC Local Artist Award & Highly Commended Awards announced at <https://www.kwmatsiartaward.com/>.

3 November – 17 November 2020

Voting for People's Choice Award at <https://www.kwmatsiartaward.com/>.

25 November 2020

Winner of People's Choice Award announced.

May – June 2021

Depot collection deadlines for Finalist artworks. Final dates to be advised.

6 July 2021 – 29 July 2021

Art Exhibition at fortyfivedownstairs for Finalist artworks and works awarded King & Wood Mallesons Contemporary First Nations Art Award, VIC Local Artist Award, the People's Choice Award or a Highly Commended Award (“**Winners**”). If Travelling Art Exhibition does not take place, Winners will travel back to regional depots upon conclusion of the Art Exhibition.

12 July 2021

Awards night and client event (by invitation only).

King & Wood Mallesons may need to make further changes to these key dates or adjustments to the structure of the Art Exhibition to account for the impacts of COVID-19. King & Wood Mallesons will notify finalists as soon as possible of any changes.

About the Patron

DJON MUNDINE OAM Bandjalung people NSW -Djon Mundine OAM has an eminent career in contemporary Australian art. A foundational

figure in the criticism, development and exhibition of contemporary Aboriginal art, he is widely respected as an intellectual, activist and cultural leader. In May 2020, Australia Council for the Arts presented Djon with the prestigious Red Ochre Award (Lifetime Achievement) paying tribute to his outstanding lifetime achievement in the arts and for his contribution nationally and internationally to the recognition of Aboriginal and Torres Strait Islander arts, Aboriginal and Torres Strait Islander community, artistic leadership and arts practice. A sought-after and innovative curator, the quality and volume of his writing and public speaking is a testimony to his influence, national and international reach. A commitment to grass-roots practice and development underlies his activities as curator, project leader, teacher and mentor to artists and communities across Australia. He was art and craft adviser at Milingimbi in 1979 and curator at Bula-bula Arts in Ramingining in Arnhem Land Aboriginal communities for sixteen years. In this time of regular attendance at large scale ceremonies and every day rituals, he was made aware of ethical behaviour, protocols, rules, and responsibilities, and group collaboration. Here he originated what has been described by then National Gallery of Australia (NGA) Director James Mollison as; "one of the greatest pieces of art ever to be created in this country", the *Aboriginal Memorial*, comprising 200 painted poles for forty-three artists from Ramingining and surrounds, each symbolising a year since the 1788 British invasion. The Memorial was central to the 1988 Biennale of Sydney and is on permanent display at the NGA. It should be remembered that the many cornerstone projects were created and completed whilst continuing to provide the community of artists hundreds of thousands of dollars in sales, and participating ceremonially in the community. He has held senior curatorial positions in national and international institutions including the National Museum of Australia, the Museum of Contemporary Art, the Art Gallery of New South Wales and Campbelltown Art Centre, Queensland Art Gallery, while also working with regional and community-based organisations across Australia.

A passionate advocate for self-determination, in 1987 he was an active founding member of the Association of Northern, Kimberley and Arnhem Aboriginal Artists (ANKAAA), the peak advocacy and support agency for Aboriginal artists working individually and through 48 remote art centres spread across a vast area of approximately 1 million square kilometres. The organisation was founded as a strategy to ensure that the evolution and creation of Aboriginal art be determined by culturally active Aboriginal communities, and by bureaucracies in cities, or commercial galleries. Lifting the scale

of public funding to Aboriginal art was central to this aim (and was seen) as a device to support the release of positive memories for Aboriginal people generally, and an educative tool in conscious raising for the Australian non-Aboriginal population, conveying another history, another way of being. Djon has exhibited and lectured in Bangladesh, Belgium, Brazil, Canada, China, Cuba, Denmark, England, France, Germany, Holland, India, Ireland, Italy, Japan, New Caledonia, New Zealand, Papua New Guinea, Russia, Scotland, Singapore, Spain, Sri Lanka, Switzerland, Taiwan, Thailand, Tahiti, and the USA.

His recent work as an independent curator includes exhibitions such as *Sixth Sense* (2016), National Art School Gallery, *Whisper in My Mask* (co-curated with Natalie King for the Tarrawarra Biennial, 2014). His radical curatorial approach is exemplified by the evolution of the multi-award-winning performance video installation, *Bungaree's Farm* (2015, toured nationally in 2015–16) from *Bungaree: The First Australian* (2012), an exhibition and catalogue of commissioned artworks by sixteen NSW Aboriginal artists for Mosman Art Gallery. This was further reinforced in *Four Women: I Do Belong, Double*, at the Lismore Art Gallery (2017) and *Boomalli Ten: 30th Anniversary* exhibition (2017), *Fiona Foley-Retrospective* Ballarat International Foto Bienial (2019) and NSA Sydney (Jan. 2020). This year's *Three Views*; Karla Dickens, Adam Hill (aka Blak Douglas), and Jason Wing (Jan.2020) in the Armoured Casemates, Chowder Bay Rd., Georges Heads. Djon's insistence that "Art is a social act" underlies his practice, cultural leadership and working methodologies, reflecting a contemporary application of sophisticated social technologies and diplomacy characteristic of Aboriginal society. Throughout his career, he has adhered steadfastly to a recurring theme: that Aboriginal people be recognised—as First People in all their diversity, and as part of the Constitution.

About the Judges

Myles Russell-Cook

Myles Russell-Cook is the Curator of Indigenous Art at the National Gallery of Victoria. He is jointly responsible for the National Gallery of Victoria's collections of Aboriginal and Torres Strait Islander Art and the Art of Oceania, Pre-hispanic America and Africa. Myles passion is for First Nations contemporary art, and much of his influence and inspiration comes from his own maternal Aboriginal heritage in Western Victoria with connections into Tasmania and the Bass

Strait islands. Myles has lectured in Art History, Design Anthropology and Indigenous Studies at Swinburne University, and he is currently coeditor of the NGV's annual scholarly publication, *The Art Journal*.

Shonae Hobson

Shonae Hobson is a *Kaantju/Umpila* woman from Coen, Cape York Peninsula. Shonae graduated with a Bachelor of Arts, majoring in Anthropology and Art History from the University of Melbourne. She has worked in a variety of arts and cultural spaces, including as the assistant curator for the *Awaken* exhibition at the University of Melbourne, as a research intern for Northern Australian Collections online at the Melbourne Museum and as Project Officer for the Coen Regional Aboriginal Corporation Women's Centre. Shonae is a board member for Regional Arts Australia and currently resides on Dja Dja Wurrung Country where she holds the position of First Nations Curator at Bendigo Art Gallery.

Stacie Piper

Stacie is an active member of her Victorian Community, from the Wurundjeri, Djadjawurrung and Ngurai Illum-Wurrung people of the Kulin Nation. A Djirri Djirri Dancer, and the current Chairperson of the Victorian NAIDOC Committee, and Mother, Daughter, Sister, Aunty to many.

Stacie holds the position of Yalingwa Curator at TarraWarra Museum of Art in Healesville, Victoria, where she will conceive, curate and realise a major exhibition of First Peoples art, set to open in 2021. The position forms part of a major First Peoples visual arts initiative, backed by a partnership between the Victorian Government, the Australian Centre for Contemporary Art (ACCA) and TarraWarra Museum of Art.

Previously Stacie held the position of Project Officer and Curator for Museums Victoria, where she was accountable for engaging with the Victorian First Peoples community and developed a program of exhibitions and events including Ganbu Yalingbu, Ngulu-Bulok 'One Day, Many Voices', marking the 50th anniversary of the 1967 Referendum; Marrambik 'I Am', honouring the late Lin Onus along with four Victorian artists of comic and cosplay pop culture; 'Because Of Her We Can', aligned with NAIDOC Week 2018 and, 'Silent Witness: A Window To The Past', featuring photographs of scar trees by Uncle Jim Berg, Senior Gunditjmara Elder.

Stacie has a great love for community, a desire to support and witness the progress of First Peoples, and a drive in caring for country.

2018 Winners

King & Wood Mallesons Award - Contemporary First Nations Art Prize: Teena McCarthy (Barkindji), *Kopi in the Mourning*, 2018

NSW Local Artist Award: Amala Groom (Wiradjuri) and Nicole Monks (Wajarri), *Reframed*, 2018.

People's Choice Award: Tony Albert (Girramay, Yidinji, Kuku Yalanji), *Weight of the World*, 2018.

Note: The 2018 King & Wood Mallesons Award – Contemporary First Nations Art Prize only accepted entries for wall hung two or three dimensional media including painting, photography, printmaking, works on bark or board, metal, acrylic glass and mixed media. Digital media, jewellery, weaving and sculptures were ineligible.

Terms and Conditions

Information about how to enter and the prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.

“**Eligible Artwork**” means artwork which meets the requirements set out in clause 2 and otherwise complies with these Terms and Conditions.

A reference to:

- “**Artist**” or “**Winner**” includes all artists in the instance of a collaborative work;
- “**Finalist**” refers to either the finalist Eligible Artwork or the Artist, as the context requires, and
- “**Winner**” refers to either the winning Eligible Artwork or the winning Artist, as the context requires.

All capitalised terms have the meaning given in these Terms and Conditions.

These Terms and Conditions were updated by King & Wood Mallesons on 7 September 2020 to adjust the structure of the award and change the key dates in response to COVID-19. Updated sections have been shaded blue.

1 Entry requirements

1.1 Entry period

The competition opens on 22 June 2020 9.00am AEST and closes at midnight AEST on 31 August 2020 (“**Entry Period**”). Entries must be received by King & Wood Mallesons (“**KWM**”) at the addresses provided in clause 1.3(b) during the Entry Period. Expression of Interest form (“**EOI**”) received by KWM after midnight AEST on 31 August 2020 (“**Entry Close Date**”) will not be accepted.

Artists may also submit an Intention to Participate form prior to submitting their entry formally in an EOI. The Intention to Participate form is not mandatory.

1.2 Artist’s identity, age and residence

Entry is open to living artists of Aboriginal or Torres Strait Islander descent (“**First Nations**”) aged 18 years or older who are citizens of Australia or have held permanent Australian resident status for at least 12 months preceding the Entry Close Date (“**Artist**”).

In order to be eligible to win the VIC Local Artist Award, the Artist must belong to a Victorian First Nations clan or custodian group.

1.3 How to enter

To enter during the Entry Period each Artist (or their authorised representatives or agent) must:

- (a) fully complete an EOI, including all the Artist’s personal details, agent details (if applicable), Eligible Artwork details, 200 to 300 word statement about the Eligible Artwork and a maximum 500 word biography about the Artist;

(b) submit the EOI, together with:

- (i) a portrait photo of the Artist and a photo of the Artist beside the Eligible Artwork, both good quality high resolution images;
- (ii) in the case of any non-digital artwork, a good quality high resolution photo of the Eligible Artwork;
- (iii) in the case of digital artwork, the fully completed Eligible Artwork;

(in hard copy or electronically, including on a CD or USB, via KWM Share or as an email attachment) to KWM by any of the following methods:

email to kwmatsiartaward@au.kwm.com
Attention: Amelia McColl; or

post to

King & Wood Mallesons,
Level 27, Collins Arch, 447 Collins St
Melbourne VIC 3000
Attention: Amelia McColl; or

filesharing via

KWM Share, King & Wood Mallesons’ filesharing platform, as a downloadable link – **recommended for digital media**. Please note that the Artist or the Artist’s agent must contact kwmatsiartaward@au.kwm.com (Attention: Amelia McColl) to obtain a link to KWM Share before the Entry Close Date.

1.4 Limits on entry

Limit of one entry per Artist. Each Artist may submit one Eligible Artwork either as an individual Artist or as a collaboration of several Artists responsible for one Eligible Artwork.

1.5 Judging and notification of Finalists and winners

- (a) This competition is a game of skill. Chance plays no part in determining the Winners. All entries will be judged individually on their merits based on how well they satisfy the definition of being a “Contemporary First Nations Artwork of the highest standard”.
- (b) Entries will be judged by a panel of judges comprised of First Nations male and female curators (“**Judges**”).
- (c) The first round of judging for selection of the Eligible Artworks, based on the submissions provided with the EOIs, will take place on 4 September 2020. Between 25 and 35 of the Eligible Artworks which are “Contemporary First Nations Artwork of the highest standard”, as determined by the Judges, will be selected as “**Finalists**”. King & Wood Mallesons will display the Finalists virtually at <https://www.kwmatsiartaward.com> (“**Virtual Art Exhibition**”) and physically at fortyfivedownstairs exhibition in July 2021 (“**Art Exhibition**”). However, King & Wood Mallesons may make further adjustments to the structure of the Virtual Art Exhibition and Art Exhibition, due to COVID-19. King & Wood Mallesons will notify Finalists as soon as possible of any such change.
- (d) All Finalists (or such Artist's agent if one is specified in their EOI) will be notified by email and/or telephone on or after 7 September 2020. The Finalist and content and information provided in the EOI or otherwise by the Artist may or may not be displayed on the website <https://www.kwmatsiartaward.com/> from 7 September 2020 until up to 14 days after the conclusion of the Art Exhibition, including as part of the Virtual Art Exhibition, at King & Wood Mallesons’ discretion.
- (e) Finalists must:
- (i) deliver the non-digital Finalist in a state ready for display in accordance with clauses 2 and 3 to a regional depot of KWM’s appointed logistics provider (“**Regional Depot**”). A non-digital Finalist must be dry at the time of delivery to the Regional Depot. The locations and deadlines for delivery to the Regional Depot are described in clause 9; and
 - (ii) submit a video of the Artist speaking about their Eligible Artwork and its connection to the First Nations community. The video must be between 2 - 5 minutes duration, comply with any technical requirements notified to the Artist and be submitted via any of the methods specified in clause 1.3 on or before 18 October 2020.
- (f) The Finalist will be displayed at the:
- (i) Virtual Art Exhibition at <https://www.kwmatsiartaward.com/> from October 2020 and will conclude at King & Wood Mallesons’ discretion, but no later than 14 days after the Art Exhibition in October 2020; and
 - (ii) Art Exhibition at fortyfivedownstairs from 6 July 2021 – 29 July 2021. KWM will consult with art installation experts to install the Finalist in the Art Exhibition space.
- (g) The Finalists will be judged virtually on 2 November 2020. The Finalist which is the “Contemporary First Nations Artwork of the highest standard” overall, as determined by the Judges, will win the King & Wood Mallesons Contemporary First Nations Art Award. This award will be selected by the Judges first. The Judges will then consider the remaining Finalists and the Finalist of the highest standard from Victoria (in accordance with the eligibility criteria in clause 1.2) will win the VIC Local Artist Award. The Judges will then consider the remaining Finalists and the three (3) Finalists of the highest standard will win a Highly Commended Award.
- (h) The Judges’ decision is final and binding – no correspondence will be entered into.
- (i) The Winners of the King & Wood Mallesons Contemporary First Nations Art Award, the VIC Local Artist Award and the three (3) High Commended Awards (or such Artists’ agents if one is specified in their EOI) will be notified by email and/or telephone by 5:00pm on 3 November 2020.
- (j) The Winner of the People’s Choice Award is not decided by the Judges, but is awarded to the Finalist which receives the highest number of votes between 3 November – 17 November 2020 in the Virtual Art Exhibition, but cannot be a Finalist which was awarded either the King & Wood Mallesons Contemporary

First Nations Art Award, the VIC Local Artist Award or the three (3) Highly Commended Awards.

- (k) The Winner of the People's Choice Award (or such Artist's agent if one is specified in their EOI) will be notified by email and/or telephone by 5pm on 25 November 2020.
- (l) The People's Choice Award Winner will be announced at <https://www.kwmatsiartaward.com/> on or about 25 November 2020.
- (m) The names and images of the Winners (Artists and their Eligible Artworks) of the King & Wood Mallesons Contemporary First Nations Art Award, the VIC Local Artist Award and the three (3) Highly Commended Awards will be publicly announced on 3 November 2020 at <https://www.kwmatsiartaward.com/>.
- (n) Attendance at the awards night on 12 July 2021, is by invitation only.

1.6 Representations and Warranties

By submitting an EOI, the Artist represents and warrants to KWM that:

- (a) the Eligible Artwork is original and does not infringe the intellectual property rights of any third party;
- (b) the Artist/s agrees to their Eligible Artwork being made available for public viewing;
- (c) the Artist/s own the copyright in the Eligible Artwork or is entitled to, and has obtained the relevant copyright and other intellectual property rights permission to, submit the Eligible Artwork for the purposes of this competition and use the Eligible Artwork in the manner contemplated by these terms;
- (d) the Artist/s will not misrepresent themselves or their Eligible Artwork;
- (e) the Artist/s will not knowingly be involved in any conduct or activity that may harm the reputation of KWM or defame any class or group and that the Eligible Artwork is appropriate for general viewing;
- (f) the submission of the Eligible Artwork and the use of the Eligible Artwork as contemplated by these Terms and Conditions is in accordance with the Notice of Custodial Interest (if applicable);
- (g) the Artist/s confirms that the Artist/s has the consent of the relevant person to the

inclusion of any images of that person in the Eligible Artwork and can produce that consent on request; and

- (h) the Artist consents to KWM dealing directly with any agent (including any art gallery or art centre or art centre collective) that the Artist has indicated on their EOI is their representative for the purposes of this competition and the Art Exhibition.

In the case of a collaborative work, these representations and warranties are given by each Artist that submits an EOI.

2 Types of Eligible Artworks for selection

2.1 General requirements of Eligible Artworks

The artwork can be a painting, photograph, drawing, printmaking work, weaving, jewellery, acrylic glass, work on metal, work on bark or board, mixed media, digital media or sculpture. To qualify as an Eligible Artwork, the artwork must:

- (a) be an original, complete and dry work of the Artist that is owned by the Artist;
- (b) have been created within the previous 12 months before the Entry Close Date, unless it is a Substitute accepted under clause 2.2(b);
- (c) subject to clause 2.2(a), not have been previously exhibited publicly or entered into another art award, prize or competition;
- (d) be suitable for exhibition and display in public places;
- (e) comply with the following dimensional and weight restrictions:
 - (i) in the case of a wall hung 2 dimensional artwork, be no larger than 2000mm x 1500mm, able to be handled by one person and with a maximum weight of 20kg;
 - (ii) in the case of a sculpture or a wall hung 3 dimensional artwork, be no larger than:
 - Bark 1000 w x 1800mm h
 - Poles 200 w x 200 d x 2200mm h
 - Other 500 w x 500 d x 500mm hable to be handled by one person and with a maximum weight of 35kg;

- (iii) in the case of any wall hung art work have 'D' ring fixtures attached for hanging; or the Artist gives permission for appropriate fixtures to be attached at the time of hanging at the Art Exhibition,

(an "**Eligible Artwork**").

2.2 Update to requirements due to COVID-19

If an Eligible Artwork is selected as a Finalist, KWM will not prohibit the sale or exhibition of the Eligible Artwork prior to the Art Exhibition. The Artist may:

- (a) exhibit or sell the Finalist, subject to the condition that the Finalist will be made available to KWM for showing for the entirety of the Art Exhibition or Travelling Art Exhibition; or
- (b) if the Eligible Artwork is **not** a Winner, submit a substitute Eligible Artwork to KWM at least seven (7) days prior to the applicable Regional Depot cut-off date, which complies with the general requirements in clause 2.1 and any additional requirements specific to that type of artwork, and which KWM may or may not accept based on the recommendation of the judges in their sole discretion ("**Substitute**"). The Artist makes the representations and warranties in clause 1.6 and grants all licences in clause 5 in relation to any Substitute and all references to the 'Finalist' in these Terms and Conditions will refer to the Substitute.

All requirements relating to packing and delivery to a Regional Depot only apply to Finalists and do not apply until the updated depot collection date – to be advised but approximately May to June 2021.

The Artist must take due care of the Finalist Eligible Artwork, including storing it appropriately, before delivery to the Regional Depot.

2.3 Requirements of Canvas and Framed Artworks

In addition to the general requirements set out in clause 2.1, if the Eligible Artwork is a canvas or framed artwork:

- (a) it must be stretched;
- (b) the canvas is to be framed before being shipped to a Regional Depot. When framing, acrylic glass should be used,

rather than glass, to prevent damage should breakage occur in transit; and

- (c) it must be packaged securely in Tyvek and bubblewrap by the Artist prior to delivery to a Regional Depot, including proper markings for handling, transport and storage; and
- (d) if the Eligible Artwork is sensitive to changes in temperature or humidity or is fragile or unstable, the Artist must disclose that to KWM in the display recommendations in the EOI and notify the Regional Depot upon acceptance.

2.4 Requirements of works on bark

In addition to the general requirements set out in clause 2.1, if the Eligible Artwork is a work on bark:

- (a) the appropriate bark strapping or hanging frame is required to be attached to the work on bark ahead of shipping that is suitable for it to be hung on an art exhibition wall;
- (b) care should be taken that fixatives/binders used are sufficient to prevent the pigment from flaking, smudging and lifting from the surface; and
- (c) it must be packaged securely in Tyvek and bubblewrap by the Artist prior to delivery to a Regional Depot, including proper markings for handling, transport and storage; and
- (d) if the Eligible Artwork is sensitive to changes in temperature or humidity or is fragile or unstable, the Artist must disclose that to KWM in the display recommendations in the EOI and notify the Regional Depot upon acceptance.

2.5 Requirements of Photographs

In addition to the general requirements set out in clause 2.1, if the Eligible Artwork is a photograph:

- (a) the photograph must be an original photograph in landscape or portrait format produced entirely by the Artist. It must not contain any trademarks or copyright material owned in whole, or in part, by a third party or violate any persons' rights of privacy;
- (b) images submitted with watermarks or branding on them will not be considered for judging; and
- (c) it must be packaged securely in Tyvek and bubblewrap by the Artist prior to delivery to a Regional Depot, including

proper markings for handling, transport and storage.

recommendations in the EOI and notify the Regional Depot upon acceptance.

2.6 Requirements for digital media

In addition to the general requirements set out in clause 2.1, if the Eligible Artwork is digital media, the Eligible Artwork must:

- (a) be accompanied by a list of technical requirements and recommendations for display of the artwork in the EOI;
- (b) if the Eligible Artwork includes film or moving images:
 - (i) be provided via KWM Share (see clause 1.3 for details); and
 - (ii) include a version with subtitles in English, if necessary,
- (c) not require any specialist equipment for display other than being compatible to view or play on a laptop or PC computer. Please note such equipment will be provided by KWM and must not be provided by the Artist or delivered by the Artist to a Regional Depot; and
- (d) not contain any trademarks or copyright material owned in whole, or in part, by a third party or violate any persons' rights of privacy.

2.7 Requirements for sculpture and other 3D artwork

In addition to the general requirements set out in clause 2.1, if the Eligible Artwork is sculpture, the Eligible Artwork must:

- (a) be packaged securely in Tyvek and bubble wrap and nested into crushed paper or tissue and packed into a carton, by the Artist prior to being delivered to a Regional Depot, including proper markings for handling, transport and storage;
- (b) if it includes organic materials, be packaged in a layer of absorbent material (such as cotton sheets or towels) before adding protective plastic or bubble pack;
- (c) if it includes timber, use seasoned timber only rather than 'green' timber; and
- (d) be accompanied by a list of requirements and recommendations for display of the artwork in the EOI,
- (e) if the Eligible Artwork is sensitive to changes in temperature or humidity or is fragile or unstable, the Artist must disclose that to KWM in the display

3 Submitting Finalist's Eligible Artworks for inclusion in the Art Exhibition

3.1 Delivery to and from the Art Exhibition

If the Finalist is digital media, the Artist must have provided the Finalist in final form prior to the Entry Close Date as described in clause 1.3. KWM will destroy any CD or USB of the Finalist provided by the Artist with the EOI and delete any files or images of the Finalist within 14 days of conclusion of the Art Exhibition or, if the Finalist is a Winner, the Travelling Art Exhibition. KWM will not destroy or delete a Finalist in digital media to the extent that KWM holds a current licence to the Finalist under clause 5(i).

The remainder of this clause does not apply to digital media.

KWM will be responsible for the organisation of, and costs for, transport and insurance of the Finalists from the Regional Depot to the Art Exhibition and back to the Regional Depot. The Artist authorises KWM to engage IAS Fine Arts Logistics to provide transport, packing and storage services in relation to the Finalist. If at any point while in storage or transit the Finalists are required to be inspected by authorities, KWM shall not be liable for any loss, damage or delay incurred as a result of such inspection.

The Artist is responsible for the organisation of, and costs for, transport and insurance of the Finalists to a Regional Depot. The locations for delivery to Regional Depots are described in clause 9. It is the Artist's responsibility to use a reputable shipping company familiar with transporting artwork for delivery to the Regional Depot.

All Finalists must arrive at a Regional Depot by the date indicated in clause 9 marked with the details described. Artworks will be carefully packed at the Regional Depots for transport to Melbourne. Any packaging used to transport artwork to your nominated Regional Depot will be discarded. Any Finalists received at a Regional Depot after the date described in clause 9 will not be accepted and the Artist will be required to promptly arrange pick-up and return of their Finalist. No other artwork, other than the Finalist submitted with the EOI or a Substitute accepted by KWM under clause 2.2, will be accepted for the Art Exhibition.

Following the Art Exhibition and, for a Winner, any Travelling Art Exhibition, KWM will return the Finalist to the Regional Depot for collection by the Artist as described in clause 10, unless agreed otherwise. Upon delivery to the Regional

Depot, or any alternative agreed delivery point, KWM ceases to be responsible for the Finalist. Artists will be responsible for collection of their Finalist work from the Regional Depot.

If the Finalist is sold prior to or during the Art Exhibition:

- (a) any sale of the Finalist by the Artist must be subject to the:
 - (i) Finalist completing the Virtual Art Exhibition, Art Exhibition and the Travelling Art Exhibition, if it proceeds; and
 - (ii) purchaser authorising KWM to engage IAS Fine Arts Logistics and any other appropriate logistics provider to provide transport, packing and storage services in relation to the Finalist;unless a Substitute is accepted under clause 2.2(b); and
- (b) if the Finalist is a non-digital artwork and the Travelling Art Exhibition does not proceed or if the Finalist is not a Winner, the Artist or Artist's agent is responsible for negotiating with the purchaser the collection of the Finalist from the Victorian Regional Depot of IAS Fine Arts Logistics within 14 days of the conclusion of the Art Exhibition, unless agreed otherwise. KWM will not be liable for any insurance, storage or delivery costs for Finalists which are not collected within that time.

3.2 Travelling Art Exhibition

If the Finalist is a Winner, it may, at King & Wood Mallesons' discretion:

- (a) travel to each of the King & Wood Mallesons' offices around Australia and be displayed there; and / or
- (b) travel to King & Wood Mallesons' offices in Hong Kong, Singapore and the People's Republic of China and to the KWM Art Centre in Beijing and be displayed there,

for up to 18 months following the closure of the Art Exhibition (the "**Travelling Art Exhibition**").

Upon conclusion of any Travelling Art Exhibition, the Winner will then be returned to the Regional Depot for collection by the Artist in accordance with clause 3.1, unless agreed otherwise with the Artist.

KWM will be responsible for the organisation of, and costs for, transport, insurance and customs duties and taxes (if any) for the Winners in connection with the Travelling Art Exhibition. The Artist authorises KWM to engage IAS Fine

Arts Logistics and / or any other appropriate logistics provider to provide transport, packing and storage services in relation to the Winner. If at any point while in storage or transit the Winners are required to be inspected by customs or government authorities, KWM shall not be liable for any loss, damage or delay incurred as a result of such inspection.

The Artist agrees and acknowledges that the Winners may be detained in customs and / or quarantine during any import or export of the Finalist between Australia, Hong Kong, Singapore and the People's Republic of China. If that detention results in the Travelling Art Exhibition extending beyond 18 months following the closure of the Art Exhibition, or if the Travelling Art Exhibition is extended for any other reason, and the Winner has not been sold by the Artist, KWM will pay the Artists an artist loan fee in accordance with Table 6 of Clause 7.3.4 NAVA (National Association for the Visual Arts) Code of Practice for the period the Travelling Art Exhibition is so extended.

If a Winner is sold during the Travelling Art Exhibition by the Artist that sale must be subject to the Winner completing the Travelling Art Exhibition. The Artist must promptly notify KWM of any such sale. Upon conclusion of the Travelling Art Exhibition, the Artist must arrange for collection of the Winner by the purchaser. KWM will not be liable for any insurance, storage or delivery costs for Winners which are sold, unless agreed otherwise. If so agreed, the Artist must procure the authorisation of the purchaser for KWM to engage any third party supplier of such services.

3.3 Further requirements of Eligible Artworks

Each entry must comply with the requirements of Eligible Artworks of that type in accordance with clause 2. If, on receipt by KWM, an entry does not comply with these requirements or is not the artwork that was represented in the EOI or has been altered or amended in any way, then KWM reserves the right to disqualify that artwork and may request that the Artist promptly organise collection of the artwork from the Regional Depot.

3.4 Insurance

KWM is only responsible for insurance of the Finalists from the time they are accepted by the Regional Depot until 14 days following the return of the Finalist to the Regional Depot or delivery to an alternative different delivery point agreed with KWM. In the event that a Finalist is damaged, but able to be repaired by the Artist, KWM will only cover the cost of repair and depreciation (if any).

4 Awards

4.1 The format and nature of the Awards

We have temporarily modified the format of the awards in 2020, in response to the far-reaching effects of COVID-19. There will be six (6) awards announced as part of this Art Exhibition.

There will be the King & Wood Mallesons Contemporary First Nations Art Award, the VIC Local Artist Award, the People's Choice Award and three additional Highly Commended Awards.

| Award | Prize money |
|--|-------------|
| King & Wood Mallesons Contemporary First Nations Art Award | \$20,000 |
| VIC Local Artist Award | \$5,000 |
| Highly Commended Award | \$2,000 |
| Highly Commended Award | \$2,000 |
| Highly Commended Award | \$2,000 |
| People's Choice Award | \$1,000 |

In addition to the cash element of each Award, the Award will also include the following travel and accommodation elements in relation to the Art Exhibition in July 2021:

King & Wood Mallesons Contemporary First Nations Art Award consists of:

- (a) Cash element: \$20,000.00 cash.
- (b) Travel and accommodation elements:
 - (i) if Winner is resident outside VIC, return economy flights for Winner and a support person from Winner's nearest Australian capital city to Melbourne departing on 11 July 2021 and returning on 13 July 2021;
 - (ii) if Winner is resident in rural Victoria, return economy regional flights for Winner and a support person from Winner's nearest regional centre or other appropriate transport to and from Melbourne departing on 11 July 2021 and returning on 13 July 2021;

- (iii) transfers to/from relevant Melbourne airport;
- (iv) two tickets to the awards night of the Art Exhibition on 12 July 2021 for the use of the winning Artist and their support person;
- (v) two nights' accommodation in Melbourne on 11 July 2021 and 12 July 2021 for the winning Artist and their support person; and
- (vi) reasonable meal allowances.

The travel and accommodation elements will be purchased by KWM and provided to the winning Artist.

The **VIC Local Artist Award** consists of:

- (a) Cash element: \$5,000.00 cash.
- (b) Travel and accommodation elements:
 - (i) if Winner is resident in rural Victoria, return economy regional flights for Winner and a support person from Winner's nearest regional centre or other appropriate transport to and from Melbourne departing on 12 July 2021 and returning on 13 July 2021;
 - (ii) transfers to/from relevant Melbourne airport;
 - (iii) two tickets to the awards night of the Art Exhibition on 12 July 2021 for the use of the winning Artist and their support person;
 - (iv) one nights' accommodation in Melbourne on 12 July 2021 for the winning Artist and their support person; and
 - (v) reasonable meal allowances.

The travel and accommodation elements will be purchased by KWM and provided to the winning Artist.

The three (3) **Highly Commended Awards** each consist of \$2,000.00 cash. Each of the Winners of a Highly Commended Award will also be given two tickets to the awards night of the Art Exhibition on 12 July 2021 for the use of the Winner and their support person.

The **People's Choice Award** consists of \$1,000 cash in prize money.

If any of the Winners are a collaborative Eligible Artwork, the cash prize will be divided equally amongst each of the Artists participating in the collaborative Eligible Artwork and, if the Award

includes tickets, up to two of the Artists (rather than an Artist and their support person) may attend the Art Exhibition. The Artists must agree amongst themselves which two of them will attend.

4.2 Delivery of Awards

- (a) **Travel and accommodation elements:** The Winners will travel on the dates specified above and must contact KWM to arrange travel bookings by 1 July 2021. Travel and accommodation elements of the prize are not transferrable and are not redeemable for cash.
- (b) **Cash element:** The cash elements of the King & Wood Mallesons Contemporary First Nations Art Awards, the VIC Local Artist Award and the 3 Highly Commended Awards will be deposited by electronic funds transfer to the Winners' nominated bank account/s within 10 business days of 3 November 2020. The cash element of the People's Choice Award will be deposited by electronic funds transfer to the winning Artist's nominated bank account/s within 10 business days of the announcement of the Winner on 25 November 2020.

4.3 General Award terms

- (a) Other than as described in these Terms and Conditions, all ancillary costs including but not limited to travel insurance, taxes, meals and drinks (beyond the allowance provided to the Winners of the King & Wood Mallesons Contemporary First Nations Art Award or the VIC Local Artist Award), transport, transfers, spending money and any other expenses incurred as a consequence of the Eligible Artwork being selected as a Finalist or receiving a prize or award are the sole responsibility of the Artist.
- (b) If any prize or award becomes unavailable for reasons beyond KWM's control, other than the travel and accommodation elements being forfeited if the Art Exhibition is held digitally, KWM may substitute a prize or award of equal or greater value.
- (c) All reasonable attempts will be made to contact the Winners. If a Winner does not claim their prize or award within 10 days of being notified, their entry will be deemed invalid and KWM may award their prize or award to the next best entry as determined by the Judges.
- (d) All prizes and awards are non-acquisitive.
- (e) Prize money for any award is inclusive of GST (if any).
- (f) KWM will obtain bank account details by phone or email from the winning Artist or his / her / their agents when KWM notifies them of the prize or award and will make payment into the nominated account/s.

5 Publicity and use of Eligible Artwork

- (a) The Artist must own the copyright in the Eligible Artwork.
- (b) The Artist grants to KWM a non-exclusive licence to use and modify the content and information provided in the EOI or in a video provided by the Artist (including editing, cropping, retouching any part of the Artist's biography, statement, photograph or image of the Eligible Artwork) for promotional and publicity purposes in connection with this competition, including display in the Virtual Art Exhibition on <https://www.kwmatsiartaward.com/>, the Art Exhibition and, if applicable, the Travelling Art Exhibition, without any further fee or compensation other than that provided for in clause 3.2 including print and online, for catalogues, future marketing material and for archival purposes. If requested by KWM, the Artist agrees to sign any further documentation required by KWM to give effect to this arrangement.
- (c) The Artist grants to KWM a non-exclusive licence to use and modify any photographs, film or images of Eligible Artworks, made by the Artist, the Artist's agent, KWM or any other person authorised by KWM, for promotional and publicity purposes in connection with this competition, the Virtual Art Exhibition, the Art Exhibition and, if applicable, the Travelling Art Exhibition, without any further fee or compensation, including print and online, for catalogues, future marketing material and for archival purposes. If requested by KWM, the Artist agrees to sign any further documentation required by KWM to give effect to this arrangement.
- (d) At the Virtual Art Exhibition, Art Exhibition, Travelling Art Exhibition and in all reproductions of the Eligible Artwork, KWM will display a copyright notice that includes the Artist's name,

the year that the Eligible Artwork was created, and the medium of the Eligible Artwork.

(e) If the Eligible Artwork embodies traditional ritual knowledge as notified by the Artist in the EOI, KWM will display the Notice of Custodial Interest specified in the Artist's EOI in a reasonably prominent position with the Eligible Artwork.

(f) Finalists grant to the fortyfivedownstairs a non-exclusive licence to use photographs, images, film or a sample of their Eligible Artwork from the Art Exhibition in documents limited to circulation within the fortyfivedownstairs and display on the fortyfivedownstairs website and for distribution to the fortyfivedownstairs mailing lists for the purpose of highlighting or promoting the Art Exhibition and associated events, providing suitable acknowledgement is given to any Artist whose work/s are published or reproduced in such media.

(g) The Finalists grant to KWM a non-exclusive licence to use photographs, images, film or a sample of their Eligible Artwork and other content and information provided in the EOI or otherwise by the Artist in the Virtual Art Exhibition / from 7 September 2020 until up to 14 days after the conclusion of the Art Exhibition. KWM will not destroy or delete a Finalist to the extent that KWM holds a current licence to the Finalist under clause (i)

(h) Each Artists acknowledges that:

(i) the Virtual Art Exhibition will be displayed at <https://www.kwmatsiartaward.com>

(ii) the Art Exhibition will be held in fortyfivedownstairs, which is a public gallery; and

(iii) the Travelling Art Exhibition, if it proceeds, will be displayed in public locations,

and that KWM has no ability to prevent members of the public from copying, photographing or filming any Eligible Artwork during the Virtual Art Exhibition, Art Exhibition or the Travelling Art Exhibition, including during any event which may be held at those display locations.

(i) In the event that the Artist is a Winner of the King & Wood Mallesons Contemporary First Nations Art Award,

VIC Local Artist Award, Highly Commended Award or People's Choice Award each Artist consents to KWM using their name, photograph, image, film or sample of the Eligible Artwork, biographical information, Artist's statement, image and/or voice in any media until 31 December 2022 without remuneration for the purpose of promoting this competition (including any outcome) and any further First Nations art competitions, its KWM Community Impact program and/or promoting KWM's Stretch RAP and its associated activities. If requested by KWM, the Artist agrees to sign any further documentation required by KWM to give effect to this arrangement.

(j) KWM acknowledges that in the event of an Artist's death after the submission of an EOI, the subsequent display of the Artist's likeness may be culturally inappropriate and, upon notification of the Artist's death and receipt of a request to do so from the Artist's family or agent, agrees to remove from display, to the extent reasonably practicable, any likeness or images of the Artist.

6 Art Exhibition

6.1 Time and display for Art Exhibition

The Finalist's Eligible Artwork or a Substitute accepted under clause 2.2 must be available for showing for the entirety of the Art Exhibition and the Travelling Art Exhibition.

6.2 Curatorial Team

The Exhibition will be curated by Sarah Cox. For all curatorial specific enquiries, Artists may contact Sarah directly by **email to:** kwmatsiartaward@au.kwm.com, **Attention:** Sarah Cox.

6.3 Sale of Finalist's Eligible Artwork

The Artist may indicate in the EOI if the Artist is interested in selling the Eligible Artwork should they be selected as a Finalist.

By indicating that the Artist is interested in selling the Eligible Artwork, the Artist consents to KWM providing to any interested purchaser the Artist's (or their agent's) contact details, including their name, email address and mobile phone number.

Any sale of the artwork during the:

(a) Virtual Art Exhibition must be arranged between the Artist (or their agent) and the prospective purchaser directly. KWM will forward purchaser enquiries to the

- Artist (or their agent) only. KWM will not be responsible for sales processing or the sale; or
- (b) Art Exhibition must be arranged between the Artist (or their agent) and the prospective purchaser through fortyfivedownstairs. KWM will not be responsible for sales processing or the sale. KWM will provide contact details of the Artist and/or their agent to fortyfivedownstairs who will assist the prospective purchaser to finalise the sale transaction. The Artist acknowledges that the Eligible Artwork must remain part of the Art Exhibition and, if applicable, the Travelling Art Exhibition.

KWM will not take any fee or commission in connection with any sale of the artwork.

The Artist (or their agent) must promptly notify KWM of any sale of the Finalist and the transfer of ownership of the Finalist, such sale being subject to clauses 3.1 and 3.2.

KWM may request sales figures for the sale of any Finalist during the Virtual Art Exhibition, Art Exhibition and the Travelling Art Exhibition, and may share those figures with fortyfivedownstairs and with KWM's clients as part of the evaluation and promotion of the KWM Community Impact program. The Artist is under no obligation to disclose any such sale figure.

7 Privacy

Details of entries remain the property of KWM and will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties for the purpose of processing and conducting the competition) and for promotional purposes surrounding this competition.

Personal information provided by the Artist to KWM will be kept in accordance with KWM's privacy policy. The policy is available at www.kwm.com/en/privacy-statement.

By entering this competition Artists consent to the use of their information as described and agree that KWM may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the Artist.

Artists may access and request correction of their personal information or make a complaint by contacting the Privacy Officer at Privacy.Officer@au.kwm.com.

8 General conditions

- (a) KWM reserves the right to request verification of age, identity, clan or nation group, residential address of Artists and any other information from Artists relevant to entry into or participation in this competition. KWM reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides an entry that is offensive or otherwise inappropriate in the opinion of KWM or fortyfivedownstairs.
- (b) Other than as described in these Terms and Conditions, KWM is not responsible or liable for any loss, damage or injury suffered or sustained (even if caused by negligence) by any Artist as a result of the conduct of any third party supplier, (including without limitation fortyfivedownstairs, any courier or delivery company, any Artist's agent, art gallery or art centre), any customs or government authority or otherwise as a result of the Artist participating in this competition, accepting and/or using a prize, except for any liability which cannot be excluded by law. Nothing in these conditions 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).

9 Delivery to Regional Depots

This clause does not apply to digital media entries.

All Finalists will be notified as soon as possible of the updated dates at which they must submit their Eligible Artwork to a Regional Depot or collection point operated by IAS Fine Art Logistics. The updated cut-off dates will approximately be May – June 2021 and will vary for each Regional Depot or collection point. .

The following information must be provided with the Eligible Artwork at the time of its delivery to the Regional Depot:

- (a) Artist/s name; and
- (b) Eligible Artwork name.

10 Return to Regional Depots

Following the Art Exhibition and, for a Winner, any Travelling Art Exhibition, KWM will return the Finalist to the same Regional Depot it was originally delivered to by the Artist for collection by the Artist, unless agreed otherwise. The Finalist or Winner will be notified of the collection dates for each Regional Depot as soon as possible.

The Artist must collect the Finalist within 14 days of the collection date at their Regional Depot. The Artist will be responsible for all storage costs for the Finalist at the Regional Depot or any other IAS facility if it is not collected within those 14 days. If the Artist does not collect their Finalist within 30 days of its return to the

Regional Depot, KWM may request that the Finalist be returned to KWM by the Regional Depot. If KWM makes such a request, the Finalist will become the property of KWM, unless otherwise agreed with the Artist.

If the Finalist is sold at the Art Exhibition KWM will arrange for the Finalist to be delivered to the Victorian Regional Depot, rather than the Artist's Regional Depot, at the conclusion of the Art Exhibition for collection by the purchaser.

If a Winner is sold during any Travelling Art Exhibition, the Artist must notify KWM and arrange for collection of the Winner by the purchaser upon conclusion of the Travelling Art Exhibition.