

## TERMS AND CONDITIONS

1. Definitions
2. General Conditions
3. Size
4. Frames
5. Delivery of Works
6. Submissions
7. Notification
8. Collection of Works
9. Commission
10. Intellectual Property Rights
11. Liability
12. Indemnity
13. Personal
14. Conditions of Entry
15. Disqualification

### 1. DEFINITIONS

1.1 "Exhibition Administrators" means Women in Art.

1.2 "WIA" means Women in Art.

1.4 "Works" means all artistic works, and other related works, created and developed by artists.

1.5 The Exhibition is to be made up of work submitted to this Call for Entries and chosen by a panel of judges. Each work chosen will be exhibited at a gallery that is to be confirmed

1.6 One Artist will be chosen from the Exhibition to receive The Women in Art Prize 2023

Runner-up prizes will also be awarded these are unspecified and liable to change (please see the website for updates).

### 2. GENERAL CONDITIONS

2.1 These conditions apply to the submission and exhibition of Works managed by the Exhibition Administrators.

2.2 Further specific regulations and fees for each exhibition are specified on the Women in Art Website.

### 3. SIZE AND PRICING

3.1 The size of the Works to be provided is the exterior frame size. No work may be larger than 1 metre wide or 130 cm in height. Work should not be priced over £3000 (please see FAQs).

### 4. FRAMES

4.1 All accepted Works must be exhibition-ready and have D hooks.

4.2 There should be no projections whatsoever from the back of the works.

### 5. DELIVERY OF WORK

5.1 Work must be delivered to the exhibition space that is to be confirmed.

### 6. SUBMISSIONS

6.1 All Artists must be residents in the UK, female (or identify as female) and over the age of 18.

Unless they are applying for the Overseas Prize (overseas artists are only eligible for this prize). Selection for the exhibition will be made solely on the artwork submitted. Still, to be eligible for The Women in Art Prize 2023, the entrants must provide an artist's statement that demonstrates how this award would impact their opportunity to expand their practice and how they aim to develop and further their career. This statement should be no more than 300 words. It may be necessary to submit a statement for other prizes so please check the entry site carefully. If an artist wishes to have the opportunity to exhibit and the chance to win the runner-up prizes (see the note above) they may submit without the artist's statement.

6.2 There is a non-refundable submission fee to the exhibition.

### 7. NOTIFICATION

7.1 WIA will publish a list of the successful applicants on the Women in Art Prize Website no later than 3 days after selection. The date is to be announced.

### 8. COLLECTION OF WORKS

8.1 Unsold works must be collected from the delivery address

### 9. INTELLECTUAL PROPERTY RIGHTS

9.1 The copyright and all other intellectual property rights in and to Works will remain the property of the artist and any enquiries about such rights will be referred to the artist. So far as any rights in the Works are owned by a third party that third party will remain the owner of such rights in and to the Works.

9.2 The Exhibition Administrators have the right to copy and/or reproduce the Works and to communicate and/or issue such copies to the public in connection with the exhibition, for advertising the sale of the Works, for educational and public workshops, and general marketing or promotional purposes, and other related activities, including without limitation the incorporation of images of the Works within promotional and marketing materials, postcards, catalogues, posters, DVDs, on Exhibition Administrator's websites, in workshop presentations and on information screens throughout the exhibiting gallery and any media now known or hereafter devised.

## 10. LIABILITY

10.1 The Exhibition Administrators and /or their agents undertake no responsibility whatsoever for any loss of, or any damage to, Works entrusted to them, whether arising from fire, default, error, neglect or theft by carriers, packers or other persons and whether in their employment or not, or otherwise howsoever and all goods are at artist owner's risk absolutely and the Exhibition Administrators and their agents exclude all liability to the maximum extent permitted by law.

10.2 The Exhibition Administrators will endeavour to take safe care of Works sent for exhibition, but in the event of a Work sent for an exhibition being lost, destroyed or damaged the Exhibition Administrators' liability (if any) shall not, in any event, exceed the value of the work as stated on the submission form (less 45%) or any altered price subsequently notified to the Exhibition Administrators.

10.3 The Exhibition Administrators shall not be bound by the price stated on the submission form and in the event of any dispute arising as to the amount of any such loss or damage, whether or not liability is disputed, the dispute shall be referred for arbitration, independently of any issue as to liability, to an independent expert valuer to be chosen by agreement between the parties, provided always that the arbitrator's award shall not exceed the Exhibition Administrator's maximum liability by sub-paragraph 11.2 hereof. The arbitrator's award shall be final and shall be conclusive evidence of the amount of the loss. The artist shall not be entitled to begin or maintain any action at law in respect of their loss until the arbitrator shall have decided by the terms of this sub-paragraph and then only for the amount so awarded.

## 11. INDEMNITY

11.1 Artists submitting their Works to the Exhibition Administrators (whether such submission is for an exhibition or any other purpose) shall indemnify and

keep indemnified the aforementioned parties (including their agents and affiliates) against any actions, claims, proceedings, losses, liabilities, charges, costs and expenses which they may incur arising out of or in connection with any actual or alleged financial or contractual arrangements between the artist and any agent (other than Exhibition Administrators) or any third party.

## 12. PERSONAL DATA

12.1 The Exhibition Administrators will hold the personal data supplied by the artist on the submission form, by the Data Protection Act 1998. It will only be used for administering exhibitions, commissions and prizes and will not be transferred to a third party without the artist's consent, subject to clause 13.2 below.

## USAGE

13. Unless expressly written to the contrary, the artist at this moment consents to the Women in Art Exhibition Administrators providing third parties with his or her contact details where such third parties might be interested in buying, commissioning or licensing the rights in and to, the Works.

14. CONDITIONS OF ENTRY Entrants must be able to comply with conditions (5) and (8).

Failure to be able to comply with these conditions will render your entry invalid. The winner will be expected to provide a statement in the Spring of 2024 to demonstrate how they have benefitted from this award.

## 15. DISQUALIFICATION

15.1 WIA reserves the right to disqualify any Work if the artist has failed to adhere to these Terms and Conditions and the relevant rules and by-laws of the WIA and the Women in Art Prize The entry fee is non-refundable.

Entries will open on the 8th of March at 15:00 and close on the 8th of June at Midnight. Entries are via [Zealous](#) This is an automated system and it is not possible to enter after closing time.

THE ENTRY OF THE SUBMISSION FORM AND PAYMENT OF THE ENTRY FEE IS TO BE TAKEN AS THE UNRESERVED AGREEMENT OF THE ENTIRE CONTENTS OF THESE TERMS AND CONDITIONS AND THOSE ON THE SUBMISSION FORM BY THE ARTIST.

- Women in Art
- [info@womeninart.co.uk](mailto:info@womeninart.co.uk).