
KING & WOOD MALLESONS
FIRST NATIONS ART AWARD 2023

Purpose

The purpose of the *King & Wood Mallesons 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 First Nations Art Award* is a biennial award, which King & Wood Mallesons intends to hold over at least six years. The inaugural award was held in 2018 as the *King & Wood Mallesons Award – Contemporary ATSI Art Prize* and then as the *King & Wood Mallesons Contemporary ATSI Art Award* in 2020/2021. The *King & Wood Mallesons First Nations Art Award* has been established by KWM to promote and encourage the highest standards of First Nations art practice in Australia.

About King & Wood Mallesons

We are King & Wood Mallesons. The top tier international law firm, from Asia, for the world.

A firm born in Asia, underpinned by world class capability. With over 3000 lawyers in 30 global locations, we draw from our Western and Eastern perspectives to deliver incisive counsel. We are focused on our clients – people and organisations with distinctive ambitions and challenges. We are driven to understand your needs, solve your problems and unearth the right opportunities for you. Whether you're expanding globally or strengthening locally, our service style is dynamic, insightful, and tailored for you.

We believe we have a responsibility as a top tier international law firm to use our mastery of the law for the lasting prosperity of our clients, people and communities. Our Responsible Business Practice is made up of six focus areas – one of these being First Nations People & Communities.

For too long Aboriginal and Torres Strait Islander people have been excluded from Australian legal systems. This exclusion has contributed to the harm that legal systems have caused and is a factor in the

underrepresentation of First Nations people across the legal profession.

Our work acknowledges and reflects the injustices and legacy that has continued to impact on the lives of First Peoples. Our approach is embedded with a deep recognition of our privilege, and the responsibility and role we have to play in redressing these injustices. The KWM Contemporary First Nations Art Award is a signature initiative that sits within our First Nations People & Communities focus area.

History of the Art Award

In 2018 the inaugural KWM Art Award & Exhibition was staged from 5–27 September in Sydney / Gadigal Country at the Fountain Court of the Parliament of NSW. Overseen by respected First Nations Patron, Djon Mundine OAM FAHA, the biennial exhibition program was established to rotate between capital cities where KWM has offices. An all First Nations judging panel including artist Vernon Ah Kee, and Indigenous art curators, Cara Pinchbeck and Sharni Jones awarded Barkindji artist, Teena McCarthy the winner. The curator, Sarah Cox, wrote her Art History Honours thesis on how corporate art collections / awards act as a social responsibility initiative to raise cultural awareness. One of the missions of the art award is to strive for meaningful reconciliation between First Nations and non-First Nations Australians with empowerment for First Nations Peoples.

The second iteration was showcased in Melbourne / Narm Country in 2020/21. Due to the impact of Covid-19 the judging of the art award took place online in 2020. First Nations curators, Myles Russell-Cook, Shonae Hobson and Stacie Piper awarded Tiwi artist, Michelle Woody the winner. The exhibition was staged at non-for-profit gallery, fortyfivedownstairs from 6-29 July 2021.

In 2023 the third iteration is planned to take place in Brisbane / Meanjin Country from 14 September to 14 October at Griffith University Art Museum in collaboration with Director, Angela Goddard. The First Nations judging panel consists of writer, documentary maker, sound artist, journalist and broadcaster Daniel Browning, curator, writer, project manager and consultant, Emma Loban, Curator Indigenous Australian Art QAGOMA Katina Davidson and artist, researcher, and curator, Warraba **Weatherall**.

About the Awards

The third iteration of the art exhibition will be held at Griffith University Art Museum (“GUAM”) in September 2023.

There will be four (4) awards announced as part of this art exhibition comprising the *King & Wood Mallesons First Nations Art Award*, the *QLD Local Artist Award* and two *People’s Choice Awards*.

Award	Prize money
<i>King & Wood Mallesons First Nations Art Award</i>	\$25,000
<i>QLD Local Artist Award</i>	\$5,000
<i>People’s Choice Award</i>	\$1,000
<i>People’s Choice Award</i>	\$1,000

At KWM’s discretion, the winning artworks may travel to, and be exhibited at, KWM’s offices around Australia, Hong Kong, Singapore and the People’s Republic of China, to the KWM Art Centre in Beijing and / or regional public art galleries within Australia for up to 18 months following closure of the GUAM art exhibition.

Key dates

5 April 2023

Entries open for Expression of Interest form.

3 July 2023

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

10 July 2023

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

13 July 2023

Between 30 and 40 finalists notified.

July – August 2023

Depot collection deadlines for Finalist artworks (see clause 9).

August 2023

Finalist artworks, with artist profiles, uploaded to <https://www.kwmfnaa.com/>.

12 September 2023

Judging of the winners of the *King & Wood Mallesons First Nations Art Award & QLD Local Artist Award*

13 September 2023

Winners of the *King & Wood Mallesons First Nations Art Award & QLD Local Artist* announced at <https://www.kwmfnaa.com/>.

14 September – 14 October 2023

Art Exhibition Opening at GUAM for finalist artworks and works awarded *King & Wood Mallesons First Nations Art Award*, *QLD Local Artist Award*, or the *People’s Choice Awards*.

14 September 2023

Awards night and client event (by invitation only).

14 September – 4 October 2023

Voting for *People’s Choice Awards* at <https://www.kwmfnaa.com/>.

10 October 2023

Winner of *People’s Choice Awards* announced.

October – November 2023

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

About the Patron

DJON MUNDINE OAM

Djon Mundine, OAM is a Bundjalung curator, writer, artist, activist, and cultural advisor who has held senior curatorial positions throughout several national and international institutions, as well as advised and mentored many artists and regional and community-based organisations.

Major exhibitions include: *The Dingo Project* 2022 Ngunungula Art Gallery (Bowral), *Tyerabarbowarryaoull: I Shall Never Become a Whiteman*, 5th Havana Biennial, Cuba, 1994, co-curated with Fiona Foley and *Aratjara: the Art of the First Australians*, Dusseldorf, London, and Denmark, 1993-94

From 1979-95, Mundine was the Art Advisor at Milingimbi and curator at Bula’bula Arts in Ramingining, Arnhem Land. He was instrumental in groundbreaking commissions such as *The Aboriginal Memorial*, 1987-88, comprising 200 painted poles by forty-three artists from Ramingining, each symbolising a year since the 1788 British invasion, now in the collection of the National Gallery of Australia.

In 1993, Mundine received the Medal of the Order of Australia for service to the promotion and development of Aboriginal arts, crafts and culture. He was awarded the Australia Council's Red Ochre Award for Lifetime Achievement and elected as an Honorary Fellow of the Australian Academy of the Humanities in 2020 and received an Honorary Doctor of Letters from the University of Newcastle in 2021.

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 by 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 Bienal (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

Daniel Browning

Daniel Browning is an Aboriginal journalist, broadcaster, documentary maker, sound artist and writer. Currently, he is Editor Indigenous Radio with the Australian Broadcasting Corporation (ABC) overseeing the long standing flagships *Speaking Out* and *Away!*, the latter of which he produced and presented from 2005 until 2021. He also presents *The Art Show* on ABC RN, the specialist arts and journalism network and on podcast. A visual arts graduate, Daniel is also a widely-published freelance arts writer. He is a former and inaugural guest editor of *Artlink Indigenous*, an occasional series of the Australian contemporary arts journal and his critical essays on Indigenous art have been published by the National Gallery of Australia, the Art Gallery of New South Wales, the Art Gallery of South Australia, the National Gallery of Victoria and Queensland Art Gallery/ Gallery of Modern Art as well as magazines including *Art Collector*, *The Saturday Paper*, *Condé Nast Traveller*, *Art Monthly* and *Artlines*. His anthology of collected writing to be published by the Indigenous-owned Magabala Books is forthcoming. He is the inaugural curator of *Blak Box*, a specially-designed sound pavilion commissioned by Utp to amplify the voices of First Nations storytellers, language custodians and artists working in spoken word, performance and music. Daniel is a descendant of the Bundjalung people of far northern New South Wales on his father's side and the Kullilli people of south-western Queensland through his mother.

Warraba Weatherall

Warraba Weatherall is a Kamilaroi visual artist, a Lecturer at Griffith University and candidate for a Doctorate of Visual Arts, who is currently based in Meanjin (Brisbane). Warraba's artistic practice has a specific interest in archival repositories and structures, and the life of cultural materials and knowledges within these environments.

Emma Loban

Emma Loban is a Kulkalgai, Meriam and Wuthathi woman from Far North Queensland. Over the past 15 years she has worked as a curator, writer, project manager and consultant across a broad range of arts and cultural organisations including the Cairns Art Gallery, NorthSite Contemporary Arts, Indigenous Art Centre Alliance and Gab Titui Torres Strait Cultural Centre. Emma has conducted extensive research into Torres Strait Islander cultural heritage material and ancestral human remains held in major public collections across the UK and assisted in the repatriation of her family and

community's ancestral remains back to Australia. She is an alumna of the National Gallery of Australia's Wesfarmers Indigenous Arts Leadership Program, British Council ACCELERATE Programme and a London Natural History Museum Fellow. Emma is completing a master's degree in Cultural Heritage and holds a Graduate Certificate of Museum Studies from Deakin University.

Katina Davidson

Katina Davidson (Kullilli/Yuggera) is Curator, Indigenous Australian Art, at Queensland Art Gallery | Gallery of Modern Art in Brisbane where she co-curated major exhibitions 'Embodied Knowledge: Queensland Contemporary Art' 2022-23, and 'Mavis Ngallametta: Show Me the Way to Go Home' 2020. Prior to QAGOMA, she worked at the State Library of Queensland's kuril dhagun, and is a graduate of the National Gallery of Australia | Wesfarmers Indigenous Arts Leadership Program, where she went on to be the inaugural member of the Arts Fellowship Program in the Learning & Access team at the National Gallery of Australia (NGA). She has also participated in the 57th Venice Biennale Emerging Indigenous Curators Program in 2017 and has undertaken a slew of independent curatorial and writing projects along the way.

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: In 2018, the Award 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.

2020/21 Winners

King & Wood Mallesons Award – Contemporary First Nations Art Award: Michelle Woody (Tiwi Islands, NT), *Ngija Murrakupupuni (My Country)*, 2020.

VIC Local Artist Award: Maree Clarke (Yorta Yorta / Wamba Wamba / Mutti Mutti / Boonwurrung), *A Moment in Time – Connection to Country*, 2020.

Highly Commended Award: Carolanne Ken (Anangu Pitjantjatjara Yankunytjatjara) (APY Lands), *Minyma Makuli Tjukurpa*, 2020.

Highly Commended Award: Carmen Glynn-Braun (Southern Arrernte, Kaytetye, Ammatyerre), *Branded*, 2023.

Terms & Conditions

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

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

A reference to:

- “**You**” and “**Your**” refers to the artist of the Artwork and includes all artists in the instance of a collaborative work;
- “**Finalist**” refers to an Artwork selected for inclusion in the art exhibition, and
- “**Winner**” refers an Artwork selected by the judges as a winner of the *King & Wood Mallesons Contemporary First Nations Art Award, QLD Local Artist Award, the People’s Choice Award or a Highly Commended Award.*

1 Entry requirements

1.1 Entry period

The award opens on 5 April 2023 9.00am AEST and closes at midnight AEST on 3 July 2023 (“**Entry Period**”). Entries must be received by King & Wood Mallesons (“**KWM**”) at the addresses provided in clause 1.3(c) during the Entry Period. Expression of Interest form (“**EOI**”) received by KWM after midnight AEST on 3 July 2023 (“**Entry Close Date**”) will not be accepted.

1.2 Eligibility requirements

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.

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

1.3 How to enter

You (or your agent) must:

- enter during the Entry Period;
- fully complete an EOI, including your personal details, your agent’s details (if applicable), details of the Artwork, a 200 to 300 word statement about the Artwork and your biography (maximum 500 words); and
- for a non-digital media Artwork - submit the EOI, together with good quality, high resolution photograph images of:
 - the Artwork;

- You (i.e. a portrait photo), and
 - a photo of you beside the Artwork.
- (d) for a digital Artwork:
- the fully completed Artwork; and
 - a good quality, high resolution photograph image of You (i.e. a portrait photo).

You may submit your entry in hard copy or electronically (including on a CD or USB, via KWM Share or as an email attachment) using any of the following methods:

email to kwmfnaa@au.kwm.com
Attention: Bree Williams

post to King & Wood
Mallesons,
Level 33, Waterfront
Place, 1 Eagle Street
Brisbane QLD 4000
Attention: Bree Williams

filesharing via KWM Share, King & Wood Mallesons’ filesharing platform, as a downloadable link - **recommended for digital media Artworks**

Please note that to enter by filesharing you must contact kwmfnaa@au.kwm.com (Attention: Bree Williams) to obtain a link to KWM Share before the Entry Close Date.

1.4 Limits on entry

Limit of one entry per artist. You may submit one Artwork either as an individual artist or as a

collaboration of several artists responsible for one Artwork.

1.5 Judging and notification of Finalists and winners

- (a) This award 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 under the guidance of the Art Award Patron, Djon Mundine (“**Judges**”).
- (c) The first round of judging for selection of the Artworks, based on the submissions provided with the EOIs, will take place on 10 July 2023. Between 30 and 40 of the Artworks which are “First Nations Artwork of the highest standard”, as determined by the Judges, will be selected as Finalists. King & Wood Mallesons will display the Finalists at GUAM in September 2023 (“**Art Exhibition**”).
- (d) If your Artwork is selected as a Finalist, you will be notified by email and/or telephone on or after 13 July 2023. The content and information provided in the EOI or otherwise may or may not be displayed on the website <https://www.kwmfnaa.com/> from 1 August 2023.
- (e) If your Artwork is selected as a Finalist, you must:
 - (i) for a non-digital Artwork, deliver the Artwork in a state ready for display in accordance with clauses 2 and 3 to a regional depot of GUAM’s appointed logistics provider (“**Regional Depot**”). The Artwork 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 1; and
 - (ii) submit a video of you speaking about your Artwork and its connection to the First Nations community. The video must be between 2 - 5 minutes duration, must 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 31 August 2023.
- (f) The Finalists will be displayed at the Art Exhibition at GUAM from 14 September – 14 October 2023. GUAM has engaged art installation experts to install the Finalists in the Art Exhibition space.
- (g) The Finalists will be judged on 13 September 2023. The Finalist which is the “First Nations Artwork of the highest standard” overall, as determined by the Judges, will win the *King & Wood Mallesons 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 Queensland (in accordance with the eligibility criteria in clause 1.2) will win the *QLD Local Artist Award*.
- (h) The Judges’ decisions are final and binding – no correspondence will be entered into.
- (i) If your Artwork is a Winner of the *King & Wood Mallesons First Nations Art Award* or the *QLD Local Artist Award*
 - (i) you will be notified by email and/or telephone by 5:00pm on 12 September 2023.
 - (ii) your name and image and details of your Artwork will be publicly announced on 14 September 2023 at <https://www.kwmfnaa.com/>
- (j) Attendance at the awards night on 14 September 2023 is by invitation only.
- (k) The Winner of the *People’s Choice Awards* is not decided by the Judges, but is awarded to the Finalists which receives the highest number of votes between 14 September – 4 October 2023 during the Art Exhibition, but cannot be a Finalist which was awarded either the *King & Wood Mallesons First Nations Art Award* or the *QLD Local Artist Award*.
- (l) If your Artwork is one of the Winners of the *People’s Choice Awards*, you will be notified by email and/or telephone by 5pm on 10 October 2023.
- (m) The two (2) *People’s Choice Award* Winners will be announced at https://www.kwmfnaa.com on or about 12 October 2023.

1.6 Representations and Warranties

By submitting an EOI, you (or your agent on your behalf) represent and warrant to KWM that:

- (a) the Artwork is original and does not infringe the intellectual property rights of any third party;
 - (b) you agree to your Artwork being made available for public viewing;
 - (c) you own the copyright in the Artwork (or are entitled to and have obtained the relevant copyright and other intellectual property rights permissions to submit the Artwork for the purposes of this award and use the Artwork in the manner contemplated by these Terms & Conditions);
 - (d) you have not, and will not, misrepresent yourself or your Artwork;
 - (e) you will not knowingly be involved in any conduct or activity that may harm the reputation of KWM or defame any class or group
 - (f) the Artwork is appropriate for general viewing;
 - (g) the submission of the Artwork and the use of the Artwork as contemplated by these Terms & Conditions is in accordance with the Notice of Custodial Interest (if applicable);
 - (h) if your Artwork includes any images of a person, you have the consent of the relevant person to the inclusion of their image in the Artwork and can produce that consent on request; and
 - (i) you consent to KWM dealing directly with any agent (including any art gallery, art centre or art centre collective) that you have indicated on your EOI is your representative for the purposes of this award and the Art Exhibition. If you do nominate an agent, any notice or communication we must direct to you under these Terms & Conditions will instead be directed to your agent.
- (b) have been created within the previous 12 months before the Entry Close Date;
 - (c) 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) be the artwork shown in the high-res image or digital work submitted with the EOI, and if chosen as a Finalist work, be the same artwork shipped to be hung in the exhibition;
 - (f) 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 h
 able 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 you hereby give permission to GUAM to attach appropriate fixtures at the time of hanging at the Art Exhibition),
- (an "Artwork").

2.2 Requirements of Canvas and Framed Artworks

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

- (a) it must be stretched;
- (b) the canvas must 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;
- (c) it must be packaged securely in Tyvek and bubblewrap by you prior to delivery to a Regional Depot, including proper markings for handling, transport and storage; and

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

2 Types of Artworks for selection

2.1 General requirements of 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 Artwork, the artwork must:

- (a) be your original, complete and dry work, wholly owned by you;

- (d) if the Artwork is sensitive to changes in temperature or humidity or is fragile or unstable, you must disclose that to KWM in the display recommendations in the EOI and notify the Regional Depot upon acceptance.

2.3 Requirements of works on bark

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

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

2.4 Requirements of Photographs

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

- (a) the photograph must be an original photograph in landscape or portrait format produced entirely by you. 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 you prior to delivery to a Regional Depot, including proper markings for handling, transport and storage.

2.5 Requirements for digital media

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

- (a) be accompanied by a list of technical requirements and recommendations for display of the artwork in the EOI;

- (b) if the 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 GUAM and must not be provided by You or delivered by You 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.

2.6 Requirements for sculpture and other 3D artwork

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

- (a) be packaged securely in Tyvek and bubble wrap, nested into crushed paper or tissue and packed into a carton, by you 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 protective plastic or bubble pack is added;
- (c) if it includes timber, only use seasoned timber rather than 'green' timber;
- (d) be accompanied by a list of requirements and recommendations for display of the artwork in the EOI, and
- (e) if the Artwork is sensitive to changes in temperature or humidity or is fragile or unstable, you must disclose that to KWM in the display recommendations in the EOI and notify the Regional Depot upon acceptance.

3 Art logistics

3.1 Delivery of digital media Artworks

If your Artwork is digital media, You must have provided the Artwork in final form prior to the Entry Close Date as described in clause 1.3. KWM will destroy any CD or USB of the Artwork provided by the Artist with the EOI and delete any files or images of the Artwork within 14 days of conclusion of the Art Exhibition or, if the Artwork is a Winner, the Travelling Art Exhibition. KWM will not destroy or delete an

Artwork in digital media to the extent that KWM holds a licence to the Artwork under clause 5.

Clauses 3.2 - 3.5 do not apply to digital media Artworks, except that if a digital media Artwork is a Winner it may be included in the Travelling Art Exhibition.

3.2 Delivery of all other Artworks to and from the Art Exhibition

- (a) If your Artwork is selected as a Finalist, you are responsible for the organisation and costs of transport and insurance of the Artwork to a Regional Depot. The locations for delivery to Regional Depots are described in clause 1. It is your responsibility to use a reputable shipping company familiar with transporting artwork for delivery to the Regional Depot.
- (b) All Finalists must arrive at a Regional Depot by the date indicated in clause 1 marked with the details described. GUAM has arranged for the Finalists to be packed at the Regional Depots for transport to Brisbane. 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 1 will not be accepted and you will be required to promptly arrange pick-up and return of their Finalist. No other artwork, other than the Finalist submitted with the EOI, will be accepted for the Art Exhibition.
- (c) GUAM will be responsible for the organisation of transport and insurance of the Finalists from the Regional Depot to the Art Exhibition and back to the Regional Depot, unless KWM notifies you otherwise or you come to another arrangement with KWM (e.g. due to sale of the Finalist). You authorise GUAM 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, neither GUAM nor KWM shall be liable for any loss, damage or delay incurred as a result of such inspection.
- (d) Following the Art Exhibition, the Finalist will be returned by GUAM to the Regional Depot for collection by you as described in clause 1, unless agreed otherwise with you. However, if the Finalist is a Winner, it may be included in the Travelling Art Exhibition, in which case clause 3.1 will apply. We will use all reasonable efforts to notify you of the return of the Finalist to

the Regional Depot. You must collect the Finalist within 14 days of its return to the Regional Depot. Neither GUAM nor KWM will be liable for any insurance, storage or delivery costs for Finalists which are not collected within that time. If we agreed to deliver the Finalist to a location other than a Regional Depot, GUAM and KWM cease to be responsible for the Finalist upon delivery.

3.3 Further requirements of Artworks

Each entry must comply with the requirements of Artworks of that type in accordance with clause 2. If, on receipt by KWM, an entry does not comply with these requirements, and it 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

GUAM is responsible for arranging insurance of the Finalists, including in transit and at the Art Exhibition, for the period between:

- (a) their acceptance by the Regional Depot; and
- (b) 14 days after the return of the Finalist to the Regional Depot or upon delivery to an alternative delivery point agreed with you.

In the event that a Finalist is damaged, but able to be repaired by you, GUAM will only cover the cost of repair and depreciation (if any).

3.5 Travelling Art Exhibition

The Winners may, at King & Wood Mallesons' absolute discretion, travel to and be exhibited at some or all of the following locations:

- (a) each of the King & Wood Mallesons' offices around Australia;
- (b) King & Wood Mallesons' offices in Hong Kong, Singapore and the People's Republic of China and to the KWM Art Centre in Beijing; and / or
- (c) Australian regional public art gallery tour.

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

You authorise 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's inclusion in the Travelling Art Exhibition. If the Winners are required to be inspected by customs or government authorities at any point

while in storage or transit, KWM shall not be liable for any loss, damage or delay incurred as a result of such inspection.

You agree and acknowledge that the Winner may be detained in customs and / or quarantine during any import or export of the Winner 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 you, KWM will pay you an artist loan fee in accordance with Clause 8 NAVA (National Association for the Visual Arts) Code of Practice for the period the Travelling Art Exhibition is so extended.

Upon conclusion of any Travelling Art Exhibition, the Winners will be returned to the Regional Depot for collection by you in accordance with clause 3.1, unless agreed otherwise with you. You must collect the Winner from the Regional Depot within 14 days of its arrival.

If the Travelling Art Exhibition occurs, KWM will be responsible for the organisation and costs of transport, insurance and customs duties and taxes (if any) for the Winners for the period between:

- (a) the collection of the Winners from GUAM following closure of the Art Exhibition; and
- (b) 14 days after the return of the Winner to the Regional Depot.

In the event that a Winner is damaged, but able to be repaired by you, KWM will only cover the cost of repair and depreciation (if any).

4 Awards

4.1 The format and nature of the Awards

There will be four (4) awards announced as part of this Art Exhibition.

There will be the *King & Wood Mallesons First Nations Art Award*, the *QLD Local Artist Award* and two (2) *People’s Choice Awards*

Award	Prize money
<i>King & Wood Mallesons First Nations Art Award</i>	\$25,000
<i>QLD Local Artist Award</i>	\$5,000
<i>People’s Choice Award</i>	\$1,000
<i>People’s Choice Award</i>	\$1,000

In addition to the cash element, some awards will also include travel and accommodation elements as follows:

King & Wood Mallesons First Nations Art Award consists of:

- (a) Cash element: \$25,000.00 cash.
- (b) Travel and accommodation elements:
 - (i) if you are resident outside Queensland, return economy flights for you and a support person from your nearest Australian capital city to Brisbane departing on 13 September 2023 and returning on 15 September 2023;
 - (ii) if you are resident in rural Queensland, return economy regional flights for you and a support person from your nearest regional centre or other appropriate transport to and from Brisbane departing on 13 September 2023 and returning on 15 September 2023;
 - (iii) transfers to/from relevant Brisbane airport;
 - (iv) two tickets to the awards night of the Art Exhibition on 14 September 2023 for use by you and your support person;
 - (v) two nights’ accommodation in Brisbane on 13 September 2023 and 14 September 2023 for you and your support person; and
 - (vi) reasonable meal allowances.

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

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

- (a) Cash element: \$5,000.00 cash.
- (b) Travel and accommodation elements:
 - (i) if you are resident in rural Queensland, return economy regional flights for you and a support person from your nearest regional centre or other appropriate transport to and from Brisbane departing on 13 September 2023 and returning on 15 September 2023;

- (ii) transfers to/from relevant Brisbane airport;
- (iii) two tickets to the awards night of the Art Exhibition on 14 September 2023 for use by you your support person;
- (iv) one nights' accommodation in Brisbane on 14 September 2023 for you and your support person; and
- (v) reasonable meal allowances.

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

The two (2) **People's Choice Awards** consists of \$1,000 cash each.

If a collaborative Artwork is a Winner, the cash element of the relevant award will be divided equally amongst each of the artists participating in the collaborative Artwork. If the relevant award includes tickets, travel or accommodation, the artists must decide how to distribute those elements among themselves – for instance the tickets, travel and accommodation may be used by two of the artists (rather than an artist and their support person).

4.2 Delivery of Awards

If your Artwork is a Winner:

- (a) **Travel and accommodation elements:** you will travel on the dates specified above and must contact KWM to arrange travel bookings by 12 September 2023. Travel and accommodation elements of the award are not transferrable and are not redeemable for cash.
- (b) **Cash element:** the cash elements of the *King & Wood Mallesons First Nations Art Award* and the *QLD Local Artist Award* will be deposited by electronic funds transfer to your nominated bank account/s within 10 business days of 14 September 2023. The cash element of the 2 *People's Choice Awards* will be deposited by electronic funds transfer to your nominated bank account/s within 10 business days of the announcement of the Winners on 10 October 2023.

4.3 General Award terms

- (a) Other than as described in these Terms & Conditions, all ancillary costs including but not limited to travel insurance, taxes, meals and drinks (beyond the allowance provided to you if your Artwork is a

Winner of the *King & Wood Mallesons Contemporary First Nations Art Award* or the *QLD Local Artist Award*), transport, transfers, spending money and any other expenses incurred as a consequence of the Artwork being selected as a Finalist or Winner or receiving a cash prize or award are your sole responsibility.

- (b) If any cash prize or award becomes unavailable for reasons beyond KWM's control, other than the travel and accommodation elements being forfeited, KWM may substitute an award of equal or greater value.
- (c) All reasonable attempts will be made to contact you if your Artwork is a Winner. If you do not claim your cash prize or award within 10 days of being notified, your entry will be deemed invalid and your cash prize or award will be forfeit. KWM may award the relevant prize or award to the next best entry as determined by the Judges.
- (d) All cash prizes and awards are non-acquisitive, subject to clause 6.3.
- (e) Cash prize money for any award is inclusive of GST (if any).
- (f) KWM will obtain bank account details by phone or email from You or Your agent when notifying them of the prize or award.

5 Publicity and use of Artwork

- (a) You must own the copyright in the Artwork.
- (b) You grant to KWM a non-exclusive licence to use and modify (including editing, cropping and retouching):
 - (i) your name, photograph and any image or film or audio recording of you, your artist's statement and the content and information provided in the EOI (including your biography); and
 - (ii) any photographs, film or images of your Artwork, made by you, your agent, KWM or any other person authorised by KWM,

for promotional and publicity purposes in connection with this award (including its outcome and any future art awards), inclusion in promotional and reporting materials about KWM's Community Impact programs, display at <https://www.kwmatsiartaward.com/> and

at the Art Exhibition and, if applicable, the Travelling Art Exhibition, without any further fee or compensation (other than that provided for in clause 3.5) including in print and online format, KWM's social media, for catalogues, future marketing material and for archival purposes. If requested by KWM, you agree to sign any further documentation required by KWM to give effect to this arrangement.

- (c) In any exhibition of your Artwork at the Art Exhibition or Travelling Art Exhibition and in all reproductions of the Artwork, GUAM or KWM (as applicable) will display a copyright notice that includes your name, the year that the Artwork was created and the medium of the Artwork (where practicable).
- (d) If the Artwork embodies traditional ritual knowledge as notified by you in the EOI, GUAM or KWM (as applicable) will display the Notice of Custodial Interest specified in your EOI in a reasonably prominent position with the Artwork.
- (e) You acknowledge that:
- (i) the Art Exhibition will be held in GUAM, which is a public gallery; and
 - (ii) the Travelling Art Exhibition, if it proceeds, will be displayed in public locations,
- and that neither GUAM nor KWM has any ability to prevent members of the public from copying, photographing or filming any Artwork during the Art Exhibition or the Travelling Art Exhibition, including during any event which may be held at those display locations.
- (f) You grant to GUAM a non-exclusive licence to use photographs, images, film or a sample of your Artwork in documents limited to circulation within GUAM and display on the GUAM website, GUAM social media and for distribution to the GUAM mailing lists for the purpose of highlighting or promoting the Art Exhibition and associated events, subject to clause 5(c).
- (g) KWM acknowledges that in the event of your death after the submission of an EOI, the subsequent display of your likeness may be culturally inappropriate and, upon notification of your death and receipt of a request to do so from your family or agent, KWM agrees to remove from display, to the extent reasonably

practicable, any likeness or images of you.

6 Art Exhibition

6.1 Time and display for Art Exhibition

Your Artwork must be available for showing for the entirety of the Art Exhibition and, if it eventuates, the Travelling Art Exhibition.

6.2 Curatorial Team

The Art Exhibition will be curated by Sarah Cox. For all curatorial specific enquiries, Artists may contact Sarah directly by **email to:** kwmfnaa@au.kwm.com **Attention:** Sarah Cox or **mobile** 0408 785 585.

6.3 Sale of Artwork

You may indicate in the EOI if you are interested in selling the Artwork if it is selected as a Finalist.

By indicating that you are interested in selling the Artwork, you consent to KWM providing to any interested purchaser your (or your agent's) contact details, including name, email address and mobile phone number.

If your Artwork is a Winner, you must offer KWM the opportunity to purchase the Artwork by **email to** kwmfnaa@au.kwm.com. **Attention:** Sarah Cox, before accepting an offer from any other person or party. If KWM declines or does not respond within three (3) business days, you may progress with the sale of the Artwork.

Any sale of your Artwork:

- (a) must be arranged between you and the prospective purchaser directly. KWM and GUAM will not be responsible for any negotiation, sales processing or the sale itself. KWM and GUAM will not take any fee or commission in connection with any sale of the Artwork.
- (b) must be subject to:
 - (i) any Finalist completing the Art Exhibition and, for Winners, the Travelling Art Exhibition, if it proceeds; and
 - (ii) the purchaser authorising GUAM and / or KWM to engage IAS Fine Arts Logistics or any other appropriate logistics provider to provide transport, packing and storage services in relation to the Artwork.
- (c) must be promptly notified to KWM in writing.

You are responsible for negotiating with KWM and the purchaser the collection of the Artwork

upon completion of the Art Exhibition or Travelling Art Exhibition.

KWM may request sales figures for the sale of any Artwork during the Art Exhibition and the Travelling Art Exhibition and may share those figures with KWM's clients as part of the evaluation and promotion of the KWM Community Impact program. You are not under any 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 award (which may include disclosure to third parties for the purpose of processing and conducting the award) and for promotional purposes surrounding this award.

Personal information provided by you to KWM will be kept in accordance with KWM's privacy policy. The policy is available at <https://www.kwm.com/global/en/privacy-notice.html>.

By entering this award you consent to the use of your 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 you.

You may access and request correction of your personal information or make a complaint by contacting us at data.privacy@kwm.com.

9 Delivery to Regional Depots

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

- (a) your name; and
- (b) Artwork name.

Some ad hoc collections from Alice Springs and Darwin may be possible after the below date. Once notified of your selection please contact Griffith University Art Museum Director, Angela Goddard – artmuseum@griffith.edu.au to arrange transportation of artwork.

This clause 9 does not apply to digital media Artworks.

State	Collection date <i>Artwork to be dropped off no later than these dates.</i>	Collection Point	Contact details – IAS Fine Art Logistics Representative
New South Wales	Friday 25 August 2023	Unit 1/55 Kent Rd, Mascot, NSW, 2020	Paul Cartwright Ph: 02 9667 1077
Victoria	Thursday 24 August 2023	25 Logistics Drive, Keilor Park, VIC, 3042	Carlos Quintas Ph: 03 9329 6262

8 General conditions

KWM reserves the right to request verification of your age, identity, clan or nation group, residential address and any other information relevant to entry into or participation in this award. KWM reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these Terms & Conditions, provides an entry that is offensive or otherwise inappropriate in the opinion of KWM or GUAM.

Other than as described in these Terms & Conditions, KWM is not responsible or liable for any loss, damage or injury suffered or sustained (even if caused by negligence) by you or any other person as a result of the conduct of any third party supplier, (including without limitation GUAM, IAS Fine Arts Logistics, any courier or delivery company, your agent, art gallery or art centre), any customs or government authority or otherwise as a result of your participation in this award, accepting and/or using a cash 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).

Western Australia	Wednesday 9 August 2023	719 Marshall Rd, Malaga, WA, 6090	Doug Walker Ph: 08 9249 5376
Queensland	Tuesday 29 August 2023	17 Macadam Street, Seventeen Mile Rocks, QLD, 4073	Ross Hall Ph: 07 3890 7422
Queensland	Tuesday 29 August 2023	226 Grey Street, South Bank, QLD 4101	Angela Goddard Ph: 07 3735 6102
Australian Capital Territory	Tuesday 22 August 2023	6 Faunce St, Queanbeyan, ACT, 2620	Ingrid Button Ph: 02 6232 9773
Tasmania	Tuesday 1 st August 2023	Hobart, Tasmania collection point. Please contact the IAS office to arrange collection point.	Carlos Quintas Ph: 03 9329 6262 kbaker@iasdas.com.au
Northern Territory	Monday 19 June 2023	Alice Springs, Northern Territory collection point. Please contact the IAS office to arrange collection point.	Carlos Quintas Ph: 03 9329 6262 kbaker@iasdas.com.au
Northern Territory	Thursday 22 June 2023	Darwin, Northern Territory collection point. Please contact the IAS office to arrange collection point.	Carlos Quintas Ph: 03 9329 6262 kbaker@iasdas.com.au
South Australia	Friday 18 August 2023	Adelaide, South Australia collection point. Please contact the IAS office to arrange collection point.	Carlos Quintas Ph: 03 9329 6262 kbaker@iasdas.com.au
Cairns	Friday 11 August 2023	NorthSite Contemporary Arts, 96 Abbott, Cairns City, QLD, 4870	GUAM Ph: 07 3735 6102

10 Return to Regional Depots

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

You must collect the Artwork within 14 days of the collection date at their Regional Depot. You are responsible for all storage costs for the Artwork at the Regional Depot or any other art

logistics facility if it is not collected within those 14 days. If you do not collect the Artwork within 30 days of its return to the Regional Depot, KWM may request that the Artwork be returned to KWM by the Regional Depot. If KWM makes such a request, the Artwork will become the property of KWM, unless otherwise agreed with you.

This clause 10 does not apply to digital media Artworks.

EXPRESSION OF INTEREST FORM

Your details

Your name(s):

Language group:

Clan or custodian group:

Birthplace:

Date of birth: State of residence:

(You must be living and over 18 years of age to enter)

Postal address:

.....

Email address:

Contact numbers: H M

Notice of Custodial Interest

Please specify if applicable: No Yes

If yes:

Notice of Custodial Interest of the

Name:Community

The images in this Artwork embody traditional ritual knowledge of the

Name:Community

It was created with the consent of the custodians of the community. Dealing with any part of the images for any purpose that has not been authorised by the custodians is a serious breach of the customary laws of the:

Name:Community

and may also breach the Copyright Act 1968 (Cth)

For enquiries about permitted reproduction of these images, contact:

Name:Community

Contact number:

Collaborative Artwork

If your Artwork is a collaborative Artwork, please list the names of the artists with which you collaborated and also ask them to complete and submit an Expression of Interest Form:

Name of the artist

Name of the artist

Name of the artist

Agent details

Do you have an agent: Yes No

Agent / Art Centre/ Art Gallery / Organisation

If the contact described above is not an individual,
then please provide the name of a contact person

Postal address:

Email address:

Contact numbers: H M

Artwork details

Title of Artwork:

Medium:

Please indicate (tick) one:

..... Canvas or Framed artwork

..... Photograph

..... Drawing

..... Printmaking work

..... Weaving

..... Jewellery

..... Acrylic glass

..... Work on metal

..... Work on bark or board

..... Mixed media

..... Digital media

..... Sculpture

Dimensions [For wall hung and sculpture only] H W L

Display recommendations [Please notify us if the Artwork is sensitive to changes in temperature or humidity, is fragile or unstable]:

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