

Wearable Art Mandurah 2022 Terms & Conditions

The City of Mandurah (**City**) is hosting the 2022 Wearable Art Mandurah competition (**Competition**). The applicant (**Artist**) has submitted an application for entry (**Entry**) to participate in the Competition. By submitting the Entry to participate in the Competition, the Artist agrees to abide by the following terms and conditions (**Terms and Conditions**).

1. Definitions

In these Terms and Conditions, the following definitions apply:

- (a) **Artist** means the person or persons who designed the Garment and whose name/s appear on the Application.
- (b) **Category** means each of:
 - (i) Avant Garde Category;
 - (ii) Tertiary Category;
 - (iii) Tertiary Pairing Category;
 - (iv) Conceptual Category (Elemental);
 - (v) Youth Category; and
 - (vi) Paper Category;and **Categories** means any number of them
- (c) **Copy Right Act** means the *Copy Right Act* 1968 (Cth).
- (d) **Entry** means one garment that can be worn simultaneously by one to three models and designed by an Artist and/or an artistic team.
- (e) **Garment** means any Entry in the Competition designed by the Artist and worn by the Model in competing for the Prize Money and shall include, without limitation, body art, animate or inanimate objects and materials.
- (f) **Model** means the person or persons who demonstrate the Garment.
- (g) **Prize Money** means the amount of money, as determined by the City to be awarded under each Category and Special Award, the total amount of Prize Money will be no less than \$17,000.00. **Special Award** means each of:
 - (i) Artist of the Year Award;
 - (ii) Creative Reuse Award;
 - (iii) International Award;
 - (iv) First-time Entrant Award; and
 - (v) Taftainc. Award.

and Specials Awards means any number of them.

- (h) **Pre-Selection** means the process by which Garments are judged based on their Pre-Selection Submission, for the purposes of deciding the Garments to be present at Judging.
- (i) **Pre-Selection Submission** means the provision of photographs and any information about your garment that is requested at the Pre-Selection stage.
- (j) **Judging Events** means the event at which garments are presented to the judges and creative personnel in-person for the purposes of deciding Category Awards, Special Awards, and Garments to be included in the Wearable Art Mandurah Exhibition, In the Fold Paper Category Exhibition and Wearable Art Mandurah Showcase.
- (k) **Wearable Art Mandurah Showcase** means the live performance that presents select Garments from the Competition in a theatrical context.
- (l) **In the Fold Paper Category Exhibition** means the exhibition held at Alcoa Mandurah Art Gallery that exhibits select Garments from the Competition's Paper Category.
- (m) **Wearable Art Mandurah Exhibition** means the exhibition held at Contemporary Art Spaces Mandurah that exhibits select Garments from the Competition.

2. Entry

- (a) To be eligible to enter the Competition the Artist must complete the online entry form and pay the entry fee.
- (b) The Artist must provide accurate contact information for themselves and any collaborating Artists when entering the competition.
- (c) The Artist must select the Category their Garment is to be included in. This Category will not be changed unless the Artist advises so, or unless the Category does not proceed.
- (d) By entering the Competition, the Artist agrees to participate in any stage of the Competition that they reach, unless otherwise communicating that they withdraw from the Competition.
- (e) The entry fee is non-refundable (including in the case of withdrawal) and may not be carried forward to future Competitions, unless the Force Majeure in the Competition is enacted.

3. Pre-Selection Submission

- (a) The Artist must complete the online Pre-Selection Submission form and provide accurate photographs and information about their Garment in order to be considered for Pre-Selection.
- (b) Photographs of Garments submitted for Pre-Selection must be presented as stipulated according to the following brief:

Garments should be photographed against a plain flat coloured background with no pattern or objects that do not pertain to the fabrication of the Garment. There should be:

- 1 full length front image
- 1 full length back image
- 1 full length side image

- 1 close-up image showing the Garment's detail
- (c) If the Garment is photographed on a Model who is under 18 years of age, written consent must be signed by that Model's parent or guardian and supplied to the City by email.

4. Prize Money

- (a) Total Prize Money for the Competition is a minimum of \$17,000.00. The total Prize Money will be divided across all Categories and Special awards (value of the TaftaInc. Award excluded).
- (b) The City will at its absolute discretion determine the amount of any prize to be allocated to each Category and for Special Awards.
- (c) Where the Artist consists of two or more persons, payment by the City of any Prize Money will be deemed to have been effected and discharged by payments to any one of the persons named in the Application.
- (d) Prize money awarded in each category shall be the total amount awarded to each Artist. Any agreement as to amounts to be received between the Artist and the Model shall not be the responsibility of the City.
- (e) Garments are not eligible for multiple prizes. If a garment is the highest scorer across multiple categories and/or awards, they will be deemed to win the prize of the highest value category.
- (f) Advertising signs or logos (political, commercial or otherwise) will not be permitted on any Garment without prior approval in writing from the City.
- (g) Garments worn by a Model must comply with perceived standards of public decency which shall include at the very least the covering of genital areas and female breast nipples.

5. Original Creation

- (a) The Artist warrants and represents, by entering the competition, that the Artist's Garment:
 - (i) is an original creation;
 - (ii) was made by the Artist;
 - (iii) complies with the Copyright and Trade Mark Guide ([a copy of the Copyright and Trade Mark Guide can be found here](#)); and
 - (iv) does not infringe, or pose a risk of infringing, the intellectual property rights of any third party.
- (b) The Artist will upon demand reimburse the City in full for all losses, liabilities, damages, expenses and costs incurred by the City arising out of or related to a breach of the warranties and representations given by the Artist in relation to the Garment being an original creation under Clause 5(a). For the avoidance of doubt, amounts that may be claimed by the City from the Artist include (but are not limited to) the costs of investigating, defending and/or settling any action, claim or demand.
- (c) The City may determine in its absolute discretion whether a Garment complies with the requirements of Clause 5(a). In the event that the City determines that a Garment does

not so comply at any stage in the competition process, including after the awards have been assigned, it may disqualify the designer from the WAM awards and/or revoke any awards or prizes that may have been awarded or given in respect of the Garment. In the event of an Entry being disqualified, all prize money must be returned to the City. The City may choose to reassign the award and prize money according to judges scores.

6. Garments

- (a) Garments must be safe and be free of sharp, abrasive or toxic materials that may harm Models and performers.
- (b) Any rough or sharp materials used to fabricate the Garment will be lined so there is no contact with skin.
- (c) Garments must be durable and be able to be worn up to 15 times.
- (d) Shoes may be disregarded as part of the Garment. It is encouraged that footwear should be spat type shoe covers.
- (e) Garments should be well balanced with weight distribution directed to the waist and shoulders.
- (f) Headwear needs to be well fitted and balanced, and remain in place with movement. Headwear must not exceed 2 kilograms in total weight.
- (g) Aside from the Headwear, the Garment and all accessories must not exceed 6 kilograms in total weight.
- (h) All items the Model is required to wear as part of the Entry must be supplied by the Artist, including visible undergarments.
- (i) Any area that repeatedly makes contact with skin when moving should be padded.
- (j) With the exception of Garments entered into the Youth and Tertiary Category, all Garments must not have been shown in a previous wearable art event.
- (k) It is the Artist's responsibility to insure their Garment against loss, damage or theft. The City is not liable for any damages, loss or theft of property (including the Garment or materials associated with the Garment) throughout the competition.
- (l) There must be a concealed label with the Artist's name and Garment name on the inside of each component of the Garment (including accessories). The City takes no responsibility for Garments which have been submitted unlabelled.
- (m) The Artist must not use perishable materials, unless properly treated, including animal products, plant products and food. Components submitted using organic materials that may disintegrate will not be accepted.
- (n) When shipping entries to Western Australia the designer is responsible for:
 - (i) ensuring any biological material is properly declared and meets the requirements for entry into Western Australia;
 - (ii) Establishing if any entries using animal or plant product comply with the Convention on International Trade in Endangered Species (CITES); and paying any additional fees or customs charges that may be incurred.

- (o) The City reserves the right to repair, reinforce or adjust a Garment to preserve the Garment and ensure it can continue to function throughout the course of any performance or exhibition.
- (p) For Garments to be considered for the Showcase, they need to fit the respective female and male sizes as set out below:

Female

- (i) Height: 170cm – 180cm
- (ii) Bust: 86cm – 96cm, bra size 10B -12C
- (iii) Waist: 63cm – 73cm
- (iv) Hips: 92cm – 102 cm
- (v) Shoe size: Eur 38 – 41
- (vi) The Garment must be less than 3 metres in height or length
- (vii) The Garment and all accessories must not exceed a total of 6kgs in weight

Male

- (i) Height: 180cm – 190cm
- (ii) Chest: 93cm – 105cm
- (iii) Waist: 81cm – 93cm
- (iv) Hip: 95cm – 107cm
- (v) Shoe size: Eur 44 – 46.5
- (vi) The Garment must be less than 3 metres in height or length
- (vii) The Garment and all accessories must not exceed a total of 6kgs in weight

7. Categories and Special Awards

7.1 Youth Category

- (a) Artists in the Youth category must be 18 or under as of 27 May 2022
- (b) Artists in the Youth category acknowledge and agree that:
 - (i) they will obtain their parent/guardian/authorised person's consent to enter the Competition;
 - (ii) any Prize Money will be paid to the parent/guardian/ authorised person on behalf of the Artist; and
 - (iii) the parent/guardian/authorised person will provide the City of Mandurah with a valid receipt for any Prize Money.

7.2 Taftalnc Award

- (a) The Taftalnc. Award is awarded to the Garment that is deemed to display innovative use of traditional fibres and textiles. Artists should nominate their Garment for this Award during the Pre-Selection Submission stage.

- (b) Traditional fibres and textiles refers to any fibre or textile that might reasonably be found in commercial clothing. The winning Garment for this Award is chosen at the Judging Event, using the information provided by the Artist to determine its accordance with the criteria.
- (c) The prize for the Taftalnc Award includes cover of all accommodation, workshop tuition fees and all meals at the Geelong Fibre Forum (**Taftalnc Prize**). Airfares and transfers are not included. The Taftalnc Prize may be redeemed for either the 2023 or 2024 Geelong Fibre Forum. The Taftalnc Prize is non-transferable to another individual.
- (d) Artists should only apply for the Taftalnc Award if:
 - (i) the award criteria has been met.
 - (ii) they can attend on the dates specified.

7.3 Tertiary Award

To be eligible for this award the Artist must be enrolled with a tertiary institution as of 27 May 2022 and be able to provide evidence of this on request by the City.

7.4 Tertiary International Pairing Award

The Tertiary International Pairing Category is for students selected by their institutions to pair with a student from a different institution to make a pair of complementary Garments inspired by the theme of 'Elemental'.

7.5 International Award

To be eligible for this award the Artist must reside in outside of Australia. The country an Artist is from is determined by the country such Artist is a citizen or permanent resident of at the date of entry.

7.6 Creative Reuse Award

To be eligible for this award, Garments must be made from a minimum of 80% repurposed materials.

7.7 Paper Category Award

To be eligible for this award, Garments must be made from 90% paper (hard materials), not including paints, inks and thread for embellishment.

8. Judging

- (a) Garments invited to appear at Judging Events will be those deemed successful through the Pre-Selection phase of the competition.
- (b) Garments will not be accepted for Judging if the Artist has not completed and emailed the Dressing and Styling Instructions form to wearableart@mandurah.wa.gov.au prior to the Judging Event.
- (c) Garments will be selected for the Wearable Art Mandurah Showcase, In the Fold Paper Category Exhibition or Wearable Art Mandurah Exhibition pending any alterations or

adjustments that have been stipulated by wardrobe staff at Pre-Judging or Judging Events.

- (d) Models will be provided through a contracted agency for Judging Events.
- (e) Judges, in their absolute discretion may disqualify an Artist who they believe may or do bring the Competition into disrepute.

9. Wearable Art Mandurah Showcase

Wearable Art Mandurah Showcase features select Garments from the Competition, chosen by Wearable Art Mandurah staff and Showcase creative personnel Judging. Among these Garments will be all Category and Special Award winning Garments, with the exception of the Paper Category Award Winner. Other Garments chosen to appear at Showcase are at the discretion of the staff and creative personnel, and may not be based on the Judging Criteria.

- (a) Choreography, music and creative interpretation of the Garments is at the discretion of the Showcase creative personnel.
- (b) Models or dancers will be provided by the City to present the Garments on stage. Exceptions will be considered and will be at the discretion of the Showcase creative personnel.
- (c) If shoes or accessories restrict movement and safety on stage, the Showcase creative personnel, at their discretion, may choose to exclude them from the performance.
- (d) If minor adjustments and repairs are needed during the Showcase period, the wardrobe staff will carry those out as far as possible. The City is not liable for any damage caused to the Garment due to this process.
- (e) Wardrobe attendants will be provided to dress the models and dancers. If assistance is required the Artist may be contacted directly by the wardrobe attendants.
- (f) Garments need to be safe to wear, with no sharp edges and have an even weight distribution. They must comply with size and weight restrictions outlined in these Terms.
- (g) The City reserves the right to remove a garment from the Showcase during the rehearsal process if it is deemed to have unforeseen safety issues.

10. Wearable Art Mandurah Exhibition

Wearable Art Mandurah Exhibition features select Garments from the Competition, chosen by Wearable Art Mandurah staff and the Contemporary Art Spaces Mandurah Gallery Curator at Judging, In the Fold Paper Category Exhibition, and at Showcase. Among these Garments will be all Category and Special Award winning Garments. Other Garments chosen to appear in the Wearable Art Mandurah Exhibition are at the discretion of the staff and creative personnel, and may not be based on the Judging Criteria.

- (a) The selection of Garments to be exhibited is at the sole discretion of the Gallery Curator.
- (b) Exhibited Garments will be presented as part of an overall concept and may, or may not, include all elements or accessories.
- (c) Exhibited Garments will remain in the gallery until the exhibition closing date.

- (d) Some Garments may be suspended from set points within the gallery. Garments will be handled with all respect and care utilising the Garment structure or with the creation of small, incidental looped stitches within the inside of the Garment.

11. Photography and Intellectual Property

- (a) The Artist and the City acknowledge the moral rights accorded to the Artist under the Copyright Act 1968 and nothing in these terms and conditions shall overcome any moral rights accorded to the Artist pursuant to Part IX of the Copyright Act.
- (b) The Artist grants the City a worldwide, perpetual, royalty free and irrevocable licence to photograph, film or take other footage of their Garment for the purpose of featuring or including the Garment in:
 - (i) advertising, promotional and marketing material of any format including but not limited to print, film and digital; and
 - (ii) merchandise of any type including but not limited to programmes, clothing, posters, images, films and other broadcast and media formats.
- (c) The City will photograph all finalist entries for inclusion in the Wearable Art Mandurah Showcase Programme in a standard style, pose and composition that is directed by the City. Artists will be acknowledged in accordance with Copyright Act.
- (d) The Artist grants to the City a worldwide, royalty free, perpetual, transferable licence to use any images or media sent to the City (including images, inspirations and stories) for promotional, merchandising, exhibition and/or media purposes (including commercial purposes), at no cost.

12. Warrantees

Should a Garment get through the judging process and be accepted for the Wearable Art Mandurah Showcase, In the Fold Paper Category Exhibition or Wearable Art Mandurah Exhibition the Artist cannot resubmit the Garment, or a garment that is significantly similar to the Garment, to any other events or exhibitions within the next twelve months of the last exhibition without the City's prior written approval.

13. Returning Garments

- (a) In the event the Artist has not arranged the return of their Garment, three attempts will be made to contact the Artist via phone or email within a one-month period.]. If the Artist has not collected the Garment after these three attempts have been made, the City may either dispose of or repurpose the Garment, subject to the requirements of the Copyright Act.
- (b) The City may not send the Garment back in its original packaging.

14. Acknowledgments and undertakings

- (a) The Artist must not do anything or become involved in any situation which, in the opinion of the City, brings the City or the Competition into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon the City and or the Competition's reputation.

- (b) The Artist understands and agrees that the City, in its absolute discretion, may exclude the Artist from participating in the Event if in the City's opinion the Artist breached sub-clause a above.
- (c) The Artist understands and agrees that participation in the Competition is at the Artist's own risk.
- (d) When engaging in an activity related to the Competition, the Artist shall act in a responsible manner that is considered reasonable and acceptable by the City, and in a manner that would reasonably be considered responsible by other Artists.

15. Reserved Rights

- (a) The City reserves the right to change the location, date and times of the Competition or any component of the Competition as needed. In the case that the Competition or a component of the Competition is changed the Artist will be notified immediately.
- (b) Whilst every care is taken in the Competition program content and structure, the City reserves the right to alter or substitute components of the Competition as deemed appropriate.

16. Further Acknowledgments

- (a) The City and the Artist acknowledge and agree that they are not partners and are not to act as representatives for the other.
- (b) The Artist acknowledges and agrees that the City shall not be liable, in negligence or howsoever, for:
 - (i) the success or otherwise of the Event; or
 - (ii) any losses or financial shortfalls encountered by the Artist in connection with the Event or these Terms and Conditions.
- (c) The Artist acknowledges and agrees that the City cannot and does not guarantee any returns, financial or otherwise for the Artist's participation in the Event.

17. Indemnities

The Artist releases and indemnifies the City from all claims, costs, losses (whether direct or indirect) including any interest, injury, death, penalties, legal and other professional fees and expenses awarded against or incurred by the Artist, as a result of their engagement in the Competition, or a breach of these Terms and Conditions or any wilful misconduct or a negligent act or omission by the Artist or their authorised personnel or any other person for whose acts or omissions the Artist is vicariously liable.

18. Force Majeure

For the purposes of this these Terms and Conditions, a Force Majeure Event means:

- (a) any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and that is beyond the reasonable control of that party; or

- (b) an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, lightning, fire, earthquake, storm, flood, drought, disease, pandemic, explosion, industrial action or labour disturbance, currency restriction, embargo, action, inaction or direction by a Government Agency, or a failure of a supplier, public utility or common carrier,
- (c) Government Agency means:
 - (i) a government or government department or other body;
 - (ii) a governmental, semi-governmental or judicial person; or
 - (iii) a person (whether autonomous or not) who is charged with the administration of a law.
- (d) Where the Competition or parts thereof are prevented, rendered impossible or unfeasible by reason of a Force Majeure Event the City may cancel or suspend the Event.
- (e) Where the Event or parts thereof are cancelled or suspended under this clause, the parties agree that there shall be no claim in damages by either party and, in the event of cancellation any obligations under these Terms and Conditions shall be waived.
- (f) Where the Competition is cancelled in full due to a Force Majeure Event, the City will refund to the Artist the entry fee, or come to an arrangement to carry forward the entry fee until the next occurrence of the Competition.