RULES OF ZURICH PORTRAIT PRIZE 2019

Eligibility and Entry Requirements

- 1. Artists must be over 19 years of age on 20 June 2019.
- 2. Artists must be resident on the island of Ireland or an Irish citizen living abroad.
- 3. Employees, directors and other officers of the National Gallery of Ireland (hereafter referred to the Gallery), Crawford Art Gallery, Cork and Zurich (Sponsor) and any affiliated companies, and such persons' family members are not eligible to enter.
- Artists must fill out the entry form in full. INCOMPLETE OR INACCURATE
 APPLICATIONS WILL NOT BE PROCESSED. Please attach the entry form as a
 Word document.
 - Please do not use .pages or PDF format. Applications in this format will not be accepted.
- 5. Artists may submit 1 artwork only.
- 6. The submitted portrait must be the artist's own original work.
- 7. The portrait must have been started after 20 June 2016 and completed by 20 June 2019.
- 8. Portraits that have already won an award other than the National Gallery of Ireland's annual Zurich Portrait Prize (formerly the Hennessy Portrait Prize) can be entered.
- 9. Previous winners of the competition entitled Zurich Portrait Prize (formerly the Hennessy Portrait Prize) are prohibited from entering for 5 years.
- 10. The artist must have the consent of the sitter (or, where relevant, the sitter's parent, guardian or estate) to submit the portrait to the competition.

 Applications made by those who are not able to provide consent from the sitter will not be admissible.
- 11. Portraits of animals are not acceptable.
- 12. Portraits of unidentified/unidentifiable figures (whether living or historical) are not acceptable.
- 13. Portraits of fictional/imaginary figures are not acceptable.
- 14. The portrait must be display-ready.
- 15. The portrait must be of a size and medium that does not inhibit its display in

the Gallery.

16. Only entries submitted via email with a digital image/file of the artwork attached (in the format outlined below) will be accepted. No postal entries and no actual artworks will be accepted by the Gallery. For 2D art works attach 1 image only. Please do not embed the image of the work in your email. Add the image as an attachment. For 3D art works attach a maximum of 3 images, each of which should comply with the specifications.

Image format: JPG

Image quality: best quality / least compression

Maximum file size: 3MB

Any applications with image files larger than 3MB will not be accepted.

Video file: share video file via a file-sharing service such WeTransfer. Use

your own name for the title of the file.

Audio file: MP3 or WAV

17. Only entries received via email in word document format to zurichportraitprize@ngi.ie by midnight (GMT) on Thursday 20 June 2019 will be accepted.

18. Artists selected for the shortlist will be informed by email in early August 2019.

Further Terms and Conditions

- 19. By entering the Prize the artist irrevocably agrees to be bound by these Rules.
- 20. The artist warrants that (i) the portrait complies with all of the eligibility and entry requirements set out in these Rules; (ii) the artist is the owner of and holds the copyright in the portrait; and (iii) the owner irrevocably consents to, and has obtained the irrevocable consent of the sitter to, use the portrait and the sitter's personal details in the manner set out in these Rules.
- 21. The copyright in all portraits exhibited in the Zurich Portrait Prize (Prize) will remain the property of the artist. However, it is a condition of entry that the Gallery our partner the Crawford Art Gallery, Cork shall have a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable licence: (i) to reproduce images of the artworks for publicity, educational, reference and all broadcast and digital purposes in connection with the Prize, catalogue, possible tour and any subsequent publications; (ii) to provide images to third parties such as national and international press/broadcasters in connection with the Prize; (iii) to use a representation of the winning artwork for any advertising, marketing, promotional or other purposes; and (iv) to permit the Sponsor to create and distribute 20 copies of the winning artwork to persons of its choosing. Should the Gallery decide to produce commercial products containing or comprising copies of artworks for sale (such as posters, postcards etc.), a standard royalty

will be offered to the artists as well as a set number of copies for their own use.

- 22. The Gallery and partner Crawford Art Gallery, Cork may, but shall not be obliged to, film and broadcast the processes of the Prize. The artist irrevocably consents to their portrait, as well as footage of the artist, being included in such filming, whether broadcast or not. The artist acknowledges that all intellectual property rights and any other rights in such footage will vest in the Gallery and that Gallery shall be entitled without reference to the artist or the artist's sitter, to edit such footage as it sees fit and to distribute it in any media anywhere in the world. The artist hereby irrevocably waives all and any performers' moral rights and any other similar rights which may be vested in the artist in respect of his/her contribution to such footage in favour of the Gallery and its successors and assigns.
- 23. Artists selected for the shortlist may be required to complete a model release form stating that they have permission for the image to be reproduced in accordance with these Rules.
- 24. The Gallery and our partner the Crawford Art Gallery, Cork are not responsible for any damage to or loss of an artwork, however caused.
- 25. All shortlisted artists agree to participate in such promotional activity as is reasonably requested by the Gallery and Crawford Art Gallery, Cork. Please be aware that this includes, but is not limited to, the Gallery's education and public engagement activities.
- 26. All shortlisted artworks must be delivered display-ready to the Gallery by late-August (date to be confirmed). They will remain in the Gallery until the closure of the Zurich Portrait Prize exhibition in early 2020. Following the exhibition at the National Gallery of Ireland, the works will travel to the Crawford Art Gallery, Cork where they will be displayed from 31 January to 13 April 2020.
- 27. Artworks must be delivered to the National Gallery of Ireland by the artist or a named representative on a date arranged by the Gallery. Artworks cannot be delivered by a courier service.
- 28. Shortlisted works must be available for both the National Gallery of Ireland *and* Crawford Art Gallery, Cork exhibitions.
- 29. The transport of works between venues will be facilitated by the National Gallery of Ireland and the Crawford Art Gallery, Cork.
- 30. Shortlisted works cannot be reclaimed prior to the closure of either exhibition.
- 31. The winning artist will be awarded a prize of €15,000 and will be required to undertake a commission to produce a portrait of a sitter chosen by the National Gallery of Ireland, for which they will be paid €5,000. If the winner cannot be contacted or does not claim the prize within 30 days of notification,

the Gallery reserves the right to withdraw the prize from the winner and select an alternative winner.

- 32. A prize-giving ceremony will take place at the Gallery in October 2019.
- 33. The decisions of the judges are final and binding and no correspondence will be entered into in relation to such decisions. Feedback will not be available whether an artist is shortlisted or not.
- 34. The Gallery reserves the right to disqualify any artwork at any time if the artist has not adhered to these Rules, even if the work has been shortlisted or selected as the winner.
- 35. Data Protection. The Artist hereby acknowledges and agrees that any personal data provided to the Gallery pursuant to, or in connection with, these Terms and Conditions, including personal data relating to the Artist and the Sitter, may be processed by the Gallery and our partner the Crawford Art Gallery, Cork (or third party processors on their behalf) for the following purposes:
 - a) for the performance of these Terms & Conditions, including, where applicable, processing payment;
 - b) where applicable, for recording the accessioning of the Work and any commissioned work produced by the winner of the Competition in the National Collection, in line with the Gallery's obligations under the National Gallery of Ireland Acts 1854 to 1963;
 - c) in relation to the Credit Line, for publication on the Gallery's website, in any catalogue, display label and/or exhibition promotional material produced by or on the behalf of the Gallery where the Work is featured;
 - d) for any Artists shortlisted, for press and other promotional purposes in connection with the Competition;
 - e) for general administrative purposes in connection with the Artist's Work, including transport, delivery and collection of the Work
 - f) where applicable, for entry into TMS, the Gallery's collection management system; Capture, the Gallery's CRM system and the Gallery's copyright database;
 - g) to invite the Artist to any Exhibition opening at which the Work is exhibited or related press, publicity or other events hosted by the Gallery;
 - h) for any data processing necessary in order for the Gallery to carry out its public interest task of increasing or diffusing knowledge of the visual arts, in accordance with its obligations under the National Cultural Institutions Act, 1997;
 - i) for financial auditing purposes; and
 - j) for statistical, historical and archival research purposes.

For information as regards your rights in relation to your personal data, please read our <u>Privacy Notice</u>.

26	Those Dules shall be governed by and construed in accordance with Irish law
36.	These Rules shall be governed by and construed in accordance with Irish law and any disputes arising under these rules shall be subject to the exclusive jurisdiction of the Irish courts.