RULES OF ZURICH PORTRAIT PRIZE 2023

Eligibility and Entry Requirements

- 1. Artists must be 19 years of age or over on 21 June 2023.
- 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 as the **Gallery**), and Zurich (**Sponsor**) and any affiliated companies, and such persons' family members are not eligible to enter. If you are engaged from time to time by the Gallery as a volunteer, freelance tour guide, workshop facilitator, or otherwise on an ad hoc basis, you are eligible to enter, provided you are not currently undertaking work for, or in collaboration with, the Gallery and you are not scheduled to on or before 2 December 2023. However, once shortlisted, competition participants are permitted to be engaged by the Gallery to participate in workshops, talks, and/or other activities to promote, and generate interest in, the competition in the period between announcement of the shortlist and closure of the competition exhibition.
- 4. Artists must fill out the entry form in full. **INCOMPLETE OR INACCURATE APPLICATIONS WILL NOT BE PROCESSED.**
- 5. Where possible, please save the Entry Form as a Word Document. PDFs are also accepted. All submissions must be made via email: zurichportraitprize@ngi.ie
- Artists may submit 1 artwork only.
- 7. The submitted portrait must be the artist's own original work.
- 8. The portrait must have been started after 21 June 2020 and completed by 21 June 2023.
- 9. Portraits that have already won an award other than the National Gallery of Ireland's annual Zurich Portrait Prize can be entered.
- 10. Previous winners of the Zurich Portrait Prize are prohibited from re-entering for 5 years. Artists who have been "Highly Commended" in previous years of the Zurich Portrait Prize are free to re-enter.
- 11. 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. Artists that are shortlisted for the Zurich Portrait Prize will be asked to provide proof of

consent from the sitter. Applications made by those shortlisted artists who are not able to provide consent from the sitter will not be admissible.

- 12. Portraits of animals are not acceptable.
- 13. Portraits of unidentified/unidentifiable figures (whether living or historical) are not acceptable.
- 14. Portraits of fictional/imaginary figures are not acceptable.
- The portrait must be display-ready. Applicants must provide full and complete 15. details about the method by which they wish to display their artwork. All 2D artworks will be hung from wires. All 2D artworks will need to be able to accommodate a hanging fixing of 15mm wide. Any equipment that is specific and/or integral to the display of the artwork will need to be provided by the artist. This includes television screens, specific plinths, or display cases that cannot easily be provided for by the Gallery. It is the responsibility of the artist to ensure that any equipment that is required for, or integral to, the design or display of the artwork, including electrical equipment and power supply, is safe and fit for use as part of a public display. In this regard, where artworks, and/or their display, involve elements of design, artists have responsibilities under the Safety, Health and Welfare at Work (Construction) Regulations 2013 (as amended) and related HSA guidance to ensure safe design.
- 16. The portrait must be of a size and medium that does not inhibit its display in the Gallery. The Gallery has the right to exclude artworks that cannot be reasonably displayed due to their medium or size.
- 17. The image that the applicant submits of their artwork must show the artwork in its completed state and in its entirety. If an applicant changes the image of their artwork, so as to alter the artwork itself, after a submission has been made, it may no longer be admissible.
- 18. Only entries submitted via email with a digital image/file of the-artwork attached (in the format outlined below) will be accepted. The image must show the artwork in its entirety. Cropped images of the artwork will not be accepted. No postal entries and no actual artworks will be accepted by the Gallery. For 2D artworks please attach 1 image only. Please add the image as an attachment do not embed the image of the work in your email. For 3D artworks, diptychs or triptychs please attach a <u>maximum</u> of 3 images, each of which should comply with the specifications below.

Image format: JPG

Image quality: best quality / least compression, 300DPI

Maximum file size: 3MB

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

Video files: please share video files via the file-sharing service WeTransfer. Use your own name for the title of the video file.

Audio files: MP3 or WAV – please share audio files via the file-sharing service WeTransfer. Use your own name for the title of the audio file.

- Only entries received via email in word document format to <u>zurichportraitprize@ngi.ie</u> by 10PM (GMT) on Wednesday 21 June 2023 will be accepted.
- 20. Artists selected for the shortlist will be informed by email in early August 2023.

Further Terms and Conditions

- 21. By entering the Zurich Portrait Prize the artist irrevocably agrees to be bound by these Rules.
- 22. 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.
- 23. 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 shall have a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable licence: (i) to reproduce images of the artworks for publicity, informational, educational, reference and all broadcast and digital purposes in connection with the Prize, publication, 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 reproductions of the winning artwork to persons of its choosing. Should the Gallery decide to produce commercial products containing or comprising reproductions 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 reproductions for their own use.
- 24. Artists selected for the shortlist will be required to submit a description of their artwork of 80 (maximum) words and a biography of 100 (maximum) words. This text will be reproduced and printed for the artwork's wall label and for the exhibition publication. The Gallery's editors are permitted to edit the artists' text for the wall label and publication. However, if a large part of the text requires rewriting, or if the content is unclear, the Gallery's editors will email the edited piece to the artist for review, who in turn will revert to the Gallery within five working days before the final text goes to print. If the Gallery's editors do not hear back from the artist within five working days, then it will be assumed that the proposed text is acceptable to the artist.
- 25. Shortlisted artists will be asked to provide the Gallery with headshots.
- 26. The Gallery 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.

- 27. 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.
- 28. The Gallery is not responsible for any damage to or loss of an artwork, however caused.
- 29. All shortlisted artists agree to participate in such promotional activity as is reasonably requested by the Gallery. Please be aware that this includes, but is not limited to, the Gallery's education and public engagement activities.
- 30. All portraits are left in the National Gallery of Ireland at the owner's risk. The Governors and Guardians of the National Gallery of Ireland, nor any member of staff of the National Gallery of Ireland shall be held liable for any loss or damage to the portraits however caused.
- 31. All shortlisted artworks must be delivered display-ready to the Gallery by appointment between Monday 11 and Tuesday 12 September 2023. All dates are subject to change. They will remain in the Gallery until the closure of the Zurich Portrait Prize exhibition on 10 March 2024.
- 32. 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.
- 33. Shortlisted works must be available for the entire duration of the exhibition at the National Gallery of Ireland. The Gallery is solely responsible for the curation and hang of the exhibition and reserves the right to change displays as it sees fit.
- 34. The artist will not do anything to knowingly bring the reputation of the Gallery, Sponsor or Prize into disrepute.
- 35. Shortlisted works cannot be collected or reclaimed prior to the closure of the exhibition.
- 36. If the artist does not collect his/her portrait after the exhibition closes at the National Gallery of Ireland within the time period that has been communicated, the Gallery shall have the right to dispose of the artwork if the artwork has not been reclaimed within 6 months after the closure of the last exhibition.
- 37. 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.

- 38. A prize-giving ceremony is scheduled to take place on 12 December 2023. **All dates are subject to change.** The Gallery will notify the shortlisted artists if the ceremony will take place in the Gallery or take place as a virtual ceremony.
- 39. 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.
- 40. 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.
- 41. 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 (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 Artwork and any commissioned Artwork 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;
- 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 Artwork is featured;
- d) for any Artists shortlisted, for press and other promotional purposes in connection with the Competition, including social media;
- e) for general administrative purposes in connection with the Artist's Work, including transport, delivery and collection of the Artwork;
- 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 Artwork 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.

Any personal information processed by the Gallery will be retained for a 24-month period to fulfil the purposes outlined above, unless kept for historical or archival research purposes. For more information as regards your rights in relation to your personal data, please read our Privacy Notice.

42. 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.