



New Zealand Bar Association

Ngā Ahorangi Motuhake o te Ture

The Bar Association Art Display 2023

Terms and Conditions of Entry and Inclusion

The New Zealand Bar Association Inc | Ngā Ahorangi Motuhake o te Ture (“the NZBA”) is holding an Art Display (“the Art Display”) of original artworks by artist lawyers in association with its Annual Conference in 2023. The Art Display is sponsored by MAS Ltd (“MAS”).

The following terms and conditions apply to the entries (“the Artwork(s)”) submitted for the Art Display.

The Artist/Applicant (“the Artist”)

1. The Artist making an application and participating in the Art Display agrees to be bound by these terms and conditions.
2. The Artist must be a member of the NZBA, the legal profession or the judiciary, or have been invited by the NZBA to apply and participate in the Art Display.

The Artwork

3. The NZBA will determine the eligibility of all artworks in its sole discretion.
4. Artwork is limited to framed art (paintings, drawings, sketching, photography, two-dimensional fabric or multi-media art and the like) and whether a work fits within such criteria is a matter for the sole discretion of the NZBA. The following categories of items are not eligible for entry: sculptures, domestic furniture, homewares and merchandise.
5. All Artwork must be the Artist’s own original work.
6. The Artist further warrants that they hold all of the rights necessary to use the Artwork in the Art Display (including copyright) in the ways outlined in this document, and the Artist agrees to indemnify the NZBA against any and all claims for breach of such rights brought by any third party should this warranty prove to be untrue.
7. The Artwork must substantially resemble the images submitted with the application.
8. The Artwork must not
 - a. describe, depict, express or deal with matters that are indecent, obscene, objectionable, or pornographic, or anything injurious to the public good.
 - b. be derogatory or otherwise offensive to the legal profession, the Annual Conference, the award sponsors, or any associated parties/partners of these organisations.

The NZBA’s decision on the nature of the Artwork will be final.

9. The Artist must disclose if they have used Artificial Intelligence (AI) or software algorithms to create all or any part of the Artwork.
10. The Artist should exercise care and respect when using imagery from a culture, other than their own, to avoid culturally inappropriate or offensive depictions. The NZBA is not responsible for any offence caused by any Artwork, its title or description.

11. The NZBA reserves the right to remove an Artwork temporarily or permanently from display for any reason.
12. All Artwork must be ready for exhibition at the time of application.
13. All Artwork is to be wall-hung and must be easy to remove from the wall.
14. Each individual wall-hung Artwork (including framing) must weight no more than 10kg. The Artwork must be securely assembled so that it is reasonably stable for handling and hanging.
15. Artworks may not exceed the following dimensions:
850 wide x 600mm high x 100mm deep
16. All Artwork must have a title, artist details and preferably a description. Descriptions are to be no more than 200 words.
EXAMPLE:
"Safe Seas" by Taylor Brown (2019)
E: taylor@tbrown.co.nz
T: 022567890

Mixed media rubber, pvc and paint. This work represents my relationship with the holiday beach I visited as a child with my warring family. It is an expression of the complexity of youth.

Applying for inclusion

17. Applications for inclusion (submissions) in the exhibition will be made on the form available for download at the following locations:
https://www.nzbar.org.nz/Art_Display
<https://na.eventscloud.com/website/57101/art-display/>
18. The completed form must be sent with high resolution images of the Artwork to nzbar@nzbar.org.nz. Selection and Inclusion
19. All applications for inclusion of Artworks will be reviewed by a selection panel. The selection panel is chosen by the NZBA at its sole discretion.
20. The selection panel may accept or decline any Artwork, for whatever reason. Their decision is final, and no reasons will be given.
21. The Artist will be notified by email if their Artwork has or has not been selected to be exhibited in the Art Display.
22. The NZBA cannot guarantee that all Artwork will be displayed.
23. The Artist may submit as many Artworks as is they wish but the NZBA reserves the right to include or exclude any Artwork from the Art Display as it considers best.
24. The Artist must not move, interfere with, or touch any Artwork during the display, including their own Artwork.
25. The Artist must behave in a respectful and appropriate manner when attending the Art Display.

Transport of Artwork

26. The Artist will meet all costs of transporting the Artwork to and from the Art Display.
27. The Artist will arrange delivery of the Artwork by 13 September 2023 to the address noted on the application form. The Artist will arrange for the Artwork to be removed from that address on 18 September 2023.

Security, Insurance and Risk

28. The NZBA is not in a position to obtain insurance for the Artwork. If the Artist wishes to protect their Artwork against loss or damage including while in transit, in storage awaiting display, during the Art Display or pending return to the Artist then such insurance needs to be arranged by the Artist.
29. The Artist agrees not to hold NZBA or its agents liable for any damage to, or loss or theft of the Artwork to the fullest extent permissible at law and no indemnity is offered to the Artist or owner in respect of the any such damage, loss or theft by the NZBA.

Publicity

30. The Artist agrees that any part of, or entire images of their Artwork may, with attribution, be used as publicity for the Art Display and subsequent information about the Art Display or future Art Displays, in various media and online platforms, by either the NZBA or MAS or their agents.
31. The Artist will not receive remuneration for the use of their images or any part of their images.
32. The Artist acknowledges that if they withdraw their consent for the use of the images, their Artwork may be temporarily or permanently withdrawn from or the promotion of the Art Display or future Art Displays.
33. Any images of the Art Display event and exhibiting Artwork, as commissioned by NZBA, remain the property of NZBA and NZBA reserves the right to use those images at their discretion, both during and after the Art Display.

Private Sale of Artwork

34. Artwork exhibited during the Art Display may be privately sold, but under no circumstances is any private sale to be promoted during the Art Display. Any sale will be a private arrangement strictly between the Artist and the purchaser. The Artist is not to represent (expressly or by implication) that the NZBA is involved in any aspect of any private sale. The NZBA will not act as an agent, representative or intermediary for the Artist concerning an aspect of any private sale or intended sale. If any disputes arise between the Artist and the purchaser, the Artist will be responsible for issues relating to any such dispute without any recourse to the NZBA.

Government Guidelines

35. All artists and visitors must adhere to any current Government guidelines and regulations. This may include cancellation of the Art Display, where required.

Cancellation

36. The NZBA reserves the right to suspend, postpone, or cancel the Art Display for any reason.
37. If the Art Display is suspended, postponed, or cancelled, the Artist will not be refunded or reimbursed any direct or indirect costs incurred.