The Rippers "En Plein Air" Art Prize 2027

Terms and Conditions of Entry

Prepared by The Rippers and Cottage by the Sea

1. Definitions and Interpretation

In these Terms and Conditions ("Terms"):

"the Competition" means The Rippers "En Plein Air" Art Prize.
"the Organiser" means Cottage by the Sea Queenscliff Inc, ABN: 21 987 748 593 of 29 Flinders Street, Queenscliff, VIC, 3225, Australia;
"Entrant" or "Artist" means any individual who submits an entry to the Competition;
"Artwork" or "Entry" means any eligible work of art submitted by an Entrant for judging, exhibition and/or sale;
"Competition Footprint" means the designated locations, listed on the site map, within which Artwork must be created to be eligible;
"Competition Period" means 3 April 2027, from 10am to 4pm, in the designated Competition Footprint, inclusive of the dates and times published in the official program.
"Exhibition" means the exhibition of Artwork submitted for judging, to be on display at Cottage by the Sea between 10.30am and 3pm on 4 April 2027,
The "Judging Panel" is designated by Cottage by the Sea and representatives of The Rippers (a dedicated volunteer fundraising and advocacy group supporting Cottage by the Sea).

2. Eligibility

2.1 Eligibility is determined by the Entrant's age on 3 April 2027. Entrants aged 18 years and over may enter The Rippers Art Prize and are also eligible for the People's Choice Award.
2.2 Entrants aged under 18 years may enter the Youth Award and are also eligible for the People's Choice Award. They must provide parent/guardian consent and supervision for duration of the Competition Period and any associated Competition activities. If an Entrant aged under 18 years wins the People's Choice Award, payment of the cash prize will be paid on the Entrant's behalf to a parent or legal guardian who provided consent to the Entrant's registration in the Competition.
2.3 Entrants must register using the official registration process on Cottage by the Sea's website via https://www.cottagebythesea.com.au/pixo-admin/events/28 and pay any applicable fee prior to the entry deadline.

3. Entry and Registration Fees

3.1 The entry/registration fee is $50.00 per Artist.
3.2 Registrations may be limited and will close on the advertised closing date or earlier if maximum capacity is reached.
3.3 The Organiser reserves the right to refuse, accept or limit registrations at its sole discretion.
3.4 Entrants may only submit one Artwork for judging and/or exhibition.
3.5 All fees are quoted in Australian dollars (AUD) and are inclusive of GST (if applicable).
3.6 All entry and registration fees are non-refundable, except as set out in clause 9 (Cancellations and Refunds).

4. Award Categories

4.1 The Rippers Art Prize – for Entrants aged 18 years and over.
4.2 Youth Award – for Entrants aged under 18 years.
4.3 People's Choice Award – an additional award automatically open to all Entrants in The Rippers Art Prize and Youth Award categories.
4.4 Entrants must register for either The Rippers Art Prize or the Youth Award according to their age on 3 April 2027. People's Choice Award is not a separate registration category. Categories cannot be changed after registration closes, unless otherwise stated.

5. Artwork Requirements

5.1 Plein Air Rule

5.1.1 All Artwork must be the Entrant's own original work, created, started and completed entirely outdoors ("en plein air") within the Competition Footprint and during the Competition Period.
5.1.2 Artwork must be created without the use of digital, AI-generated or other electronic reference aids during the Competition Period, unless expressly approved by the Organiser.
5.1.3 Artwork may not be touched up, modified or completed away from the Competition Footprint or outside the designated Competition Period.

5.2 Stamping / Verification

5.2.1 Blank surfaces must be presented for stamping/verification by Organiser staff prior to commencing work. Only stamped/verified surfaces are eligible for judging.
5.2.2 Entrants are required to photograph the completed Artwork in front of the scene depicted, and to provide this image to the Judging Panel and/or Organiser on request.

5.3 Eligible Media

5.3.1 Accepted media: oil, acrylic, watercolour, pastel, gouache, drawing.
5.3.2 Photography, digital, AI-generated and 3D work is NOT eligible.

5.4 Size, Framing and Presentation

5.4.1 Maximum dimensions: 1m by 1m or equivalent.
5.4.2 Oil and acrylic works must be applied to a panel or stretched canvas and fitted with appropriate hanging wire. Watercolour and gouache works must be submitted on a mat board.
5.4.3 Artists must provide their own hanging mechanism (D-rings, hooks or wire) if the Artist wishes work to be hung in the Exhibition.
5.4.4 Each Artwork and easel must be labelled with the Entrant's name, artwork title, medium, and sale price (if applicable).
5.4.5 No sculpture or photography can be entered.
5.4.6 Works that do not meet presentation or safety standards may be declined at the Organiser's discretion.

6. Submission, Judging and Awards

6.1 Artwork must be submitted for judging by 4.30pm on 3 April 2027 at Cottage by the Sea, 29 Flinders Street, Queenscliff.
6.2 Judging will be conducted by the Judging Panel on 4 April 2027.
6.3 Winners will be announced at 1.00pm on 4 April 2027 at an awards ceremony at Cottage by the Sea.
6.4 The Rippers Art Prize winner will be selected by the Judging Panel.
6.5 The Youth Award winner will be selected by the Judging Panel.
6.6 The People's Choice Award will be determined by votes cast by eligible attendees at the Exhibition, with voting closing at 12.30pm on 4 April 2027. The award will go to the Entrant with the highest number of votes who has not won The Rippers Art Prize or Youth Award, either individually or jointly. If the highest-polling Entrant has won The Rippers Art Prize or the Youth Award, the award will pass to the next-highest eligible vote-getter. If eligible Entrants tie for the highest remaining vote total, they will be joint People's Choice Award winners and will share the advertised prize equally.
6.7 Prizes: The Rippers Art Prize – $15,000; People's Choice Award – $5,000; Youth Award – assorted vouchers with a combined total value of up to $500. Prize money will be paid by bank transfer to the Artist's nominated bank account within Australia, within 30 days of winner confirmation, except where the following provision applies. If a People's Choice Award winner is aged under 18 years on 3 April 2027, the cash prize (or their share of a joint prize) will be paid on behalf of the Entrant, to the parent or legal guardian who consented to the Entrant registering in the Competition. Payment will be made by bank transfer to that parent's or legal guardian's nominated bank account within Australia, within 30 days of winner confirmation.

6.8 The Judging Panel and Organiser's decisions are final. No correspondence, feedback or appeals will be entered into.
6.9 Any attempt to manipulate voting, interfere with judging or otherwise gain an unfair advantage may result in disqualification.
6.10 For The Rippers Art Prize and the Youth Award, the Judging Panel may decide not to award a prize, or to award a joint prize, if the standard of entries warrants that decision. Joint winners will share equally the advertised prize money or, for the Youth Award, the total value of the vouchers awarded; the prize will not be increased for joint winners. The People's Choice Award is determined by the voting rules above, not by the Judging Panel's assessment of the standard of entries.

7. Sale of Artwork and Commission

7.1 Entrants may offer Artwork for sale at the Exhibition. All prices must be nominated by the Entrant at the time of submitting their Artwork for judging.
7.2 The Organiser may select to auction certain Artworks during the Exhibition, in which case the reserve price set will be no less than the sale price nominated by the Entrant.
7.3 A commission of 25% of the sale price is payable to Cottage by the Sea on Artwork sold at the Exhibition and within three months of the Exhibition, where the sale results from the Competition or Exhibition. This commission is subject to the donation option below.
7.4 Entrants may nominate to donate their Artwork sale proceeds to Cottage by the Sea (in which case commission shall not be payable).
7.5 Where applicable, sale proceeds, less commission, will be paid to the Entrant within 30 days by bank transfer to the Entrant's nominated Australian bank account.
7.6 Accepted Artworks displayed as part of the Competition exhibition must remain on display until the official close of the Exhibition at 3pm on 4 April 2027, unless otherwise approved by the Organiser.
7.7 Unsold Artwork must be collected by 4:30pm, 4 April 2027. Artwork not collected by this time may be donated to charity, disposed of or returned at the Entrant's cost.

8. Copyright and Promotional Use

8.1 Copyright in each Artwork remains with the Entrant at all times.
8.2 By registering for the Competition, Entrants consent for themselves and their Artwork being photographed, filmed or recorded during Competition activities.
8.3 Where an Entrant is under 18 years of age, consent for photography, filming and promotional use must be provided by the Entrant's parent or guardian.
8.4 By entering the Competition, the Entrant grants the Organiser a non-exclusive, royalty-free licence to photograph, reproduce and publish images of the Entrant and their Artwork for promotional, marketing, media and archival purposes, in print and online (including but not limited to website, social media, catalogue and press), for an indefinite period.
8.5 The Organiser will make reasonable efforts to credit the Entrant when Artwork images are used but is not obliged to do so in every instance.
8.6 The Organiser will take reasonable care when publishing images of minors and reserves the right to remove any image that it considers inappropriate or contrary to the best interests of the child.

9. Cancellations and Refunds

9.1 If the Competition is cancelled, all entry and registration fees paid will be refunded in full.
9.2The Organiser reserves the right to postpone the Competition in the case of unsafe weather or other events outside the Organiser's control, in which case the Entrant may request a refund if the Entrant is unable to participate in the Competition on the rescheduled weekend.
9.2 Except as set out in clause 9 and clause 13.2, entry and registration fees are non-refundable, subject to any rights under applicable law that cannot lawfully be excluded.

10. Liability, Safety and Insurance

10.1 Entrants participate in the Competition, and undertake all associated activities, entirely at their own risk.

10.2 The Organiser will take reasonable care of submitted Artwork but is not liable for any loss, theft or damage to Artwork or equipment at any stage, including during transport, display or storage. Entrants are encouraged to arrange their own insurance.
10.3 The Organiser is not responsible for any injury, illness, accident or property damage incurred by an Entrant or third party during the Competition, except to the extent caused by the Organiser's negligence.
10.4 Entrants are responsible for their own transport, accommodation, materials, equipment and safety preparation (including sun protection, secure equipment set-up, and suitable clothing for outdoor conditions).
10.5 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on an Entrant by the Australian Consumer Law or any other applicable law that cannot lawfully be excluded.

11. Code of Conduct

11.1 Entrants must behave professionally and respectfully towards Organiser staff, Judging Panel, volunteers, fellow Entrants, and members of the public.
11.2 Entrants must respect all painting locations, including private property boundaries, and must not cause damage to any surface, structure or natural feature.
11.3 Entrants must keep painting locations clean and remove all rubbish, materials and equipment at the conclusion of their participation.
11.4 Entrants must not dispose of paint, solvents, chemicals or wastewater in public spaces, waterways, drains, gardens or environmentally sensitive areas.
11.5 The Organiser reserves the right to disqualify or remove any Entrant, without refund, for conduct that is unsafe, discriminatory, harassing, disruptive, or otherwise breaches these Terms.
11.6 Entrants must comply with all directions issued by the Organiser, venue staff, volunteers and authorised representatives.

12. Privacy

12.1 Personal information collected during registration will be handled in accordance with the Organiser's Privacy Policy, available at https://www.cottagebythesea.com.au/privacy-statement. Information may be used to administer the Competition, communicate with Entrants, and for promotional purposes.

13. General Conditions

13.1 These Terms are governed by the laws of Victoria, Australia, and the parties submit to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from those courts which may hear proceedings in connection with these Terms.
13.2 The Organiser may amend these Terms where reasonably necessary to correct an error, comply with law, protect safety, respond to circumstances beyond its reasonable control, or facilitate the fair and effective administration of the Competition. Any amended Terms will be published on the Competition webpage https://www.cottagebythesea.com.au/the-rippers-art-prize, together with the date of amendment. Registered Entrants will be notified directly by email of any material amendment. No amendment will materially disadvantage an Entrant or reduce an advertised prize after registration unless required by law or circumstances beyond the Organiser's reasonable control. If a material amendment adversely affects an Entrant, the Entrant may withdraw within the period specified in the notice and receive a full refund of the registration fee. Amendments that do not materially affect Entrants take effect on publication; material amendments take effect on the date stated in the notice.
13.3 By registering or submitting an entry, the Entrant confirms they have read, understood and agree to be bound by these Terms and Conditions.
13.4 Failure by the Organiser to enforce any provision of these Terms does not constitute a waiver of that provision.
13.5 Registrations are non-transferable unless approved in writing by the Organiser.
13.6 The Organiser is not responsible for any costs incurred by Entrants, including travel, accommodation, materials or equipment costs, in the event of cancellation, postponement or modification of the Competition.

13.7 The Organiser reserves the right to refuse an entry, remove an Artwork from exhibition, or disqualify an Entrant where these Terms have not been complied with.

14. Contact

14.1 Questions about these Terms and Conditions should be directed to:
Cottage by the Sea – info@cottagebythesea.com.au – (03) 5258 1663 – 29 Flinders Street, Queenscliff, VIC, 3225.