

# The Norval Sovereign African Art Prize

## TERMS AND CONDITIONS

All Entrants to The Norval Sovereign African Art Prize 2023 (the “Competition”) run by Norval Foundation and The Sovereign Art Foundation Limited (“SAF”) (the “Organisers”) agree to be bound by the following terms and conditions:

### 1. DEFINITIONS

- 1.1 “Artwork” means a piece of art created by an artist, submitted to the Competition through the online entry portal as instructed by Organisers.
- 1.2 “Entrant” means an artist who submits an Entry to the Competition.
- 1.3 “Entry” means a fully completed entry form and images of the Artwork, submitted through the online entry portal as instructed by Organisers.
- 1.4 “Finalist” means an Entrant whose Artwork has been shortlisted by the Judging Panel to progress to the second round of judging for the Competition and for display in the Finalists' Exhibition.
- 1.5 “Finalist’s Exhibition” means the public art exhibition(s) to be held at the Norval Foundation Museum in Cape Town, South Africa and comprising the 30 Finalist’s Artworks as shortlisted by the Judging Panel.

### 2. PRIZES

- 2.1 The **Grand Prize Winner** is the winning Entrant as selected by the Judging Panel and will be awarded a cash prize of R 500,000 South African Rand and the opportunity for a solo show at Norval Foundation.
- 2.2 The **Public Vote Prize Winner** is the Entrant (other than the winning Entrant) determined as having received the most votes from the public for their Artwork and will be awarded a cash prize of R 25,000 South African Rand.

### 3. ENTRY SPECIFICATIONS

- 3.1 The Judging Panel will select 30 Entrants as Finalists for this Competition, their Artworks will be exhibited at the Finalists' Exhibition(s) at The Norval Foundation Museum in Cape Town, South Africa.
- 3.2 The Organisers and the Judging Panel reserves the right to make a final decision to accept any Entry for this Competition.

- 3.3 The decision of the Organisers and the Judging Panel on any and all matters relating to the Competition will be final and binding. Neither the Organisers nor members of the Judging Panel shall be obliged or bound to enter into any communications whatsoever regarding such decisions.
- 3.4 All Entrants must be nominated by one of the appointed nominators as listed on the SAF and Norval Foundation websites.
- 3.5 All Entrants should be living on the African continent or identify as a member of the African diaspora.
- 3.6 Entrants must be practicing artists who have had at least one solo exhibition at a recognised professional gallery. Details of their exhibitions should be clearly stated in the artist's CV.
- 3.7 There are no limits to age of Entrants.

Please keep checking for updates to the list of nominators!

## 4. ARTWORK SPECIFICATIONS

- 4.1 All Artwork(s) must be the original work of the Entrant and must have been produced within the current or previous calendar year.
- 4.2 For the avoidance of doubt, the Entrants hereby warrant that they own the copyright to their Artwork(s) and further warrant that their Artwork contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property.
- 4.3 Limited edition Artwork (e.g. photographs, digital works, prints or sculptures) must not have been produced in more than five numbered copies with an additional three artist's proofs. In such cases, each Artwork must be signed and numbered, and the Entry must include a declaration stating the edition number of the Artwork and total editions made.
- 4.4 **Medium** Performance art and art consisting solely of audio, video or time-based media will not be accepted. Artworks that contain an audio or video component will be considered on a case-by-case basis.
- 4.5 **Dimensions** All two-dimensional Artworks (including frame or mounting) should not exceed 150 x 150cm and should not be more than 5cm in depth. Composite Artworks must fit within these dimensions when placed together.
- 4.6 **Dimensions** All three-dimensional Artworks should not exceed 150 x 50 x 50cm (height x width x depth).
- 4.7 All Artworks must be available for sale in accordance with Condition 8 below and must remain so until the Entrant is informed that the Competition is at an end.
- 4.8 Entrants should only submit finished, complete Artworks into the Competition. Unfinished Artworks or Artworks which are partially complete will not be accepted.

Don't exceed edition size!

Please note largest size!

Please note!

## 5. SUBMISSION OF ENTRIES

- 5.1 Each Entrant may submit up to three Artworks but only one of these Artworks will be eligible for display in the Finalists' Exhibition.
- 5.2 Entrants are required to enter the Competition through the submission platform link as will be sent by the Organisers. Entrants must complete all fields of the online entry form and upload digital image(s) of their Artwork.
- 5.3 Artwork images must be high-resolution (min. 300Dpi) maximum 4MB in size and in one of the following formats: JPG, PNG or GIF. For two-dimensional Artworks, 1 or 2 images should be included, with at least one image showing a clear view of the whole Artwork. It is recommended to include a second image showing a detail of the work. For three-dimensional Artworks, 3 to 5 images should be included, showing different views of the work.
- 5.4 All images should be a true representation of the final and complete Artwork(s) detailed in the Entry. Images may not be manipulated or otherwise artificially or digitally enhanced by the Entrant.
- 5.5 All Entries must be received by the Organisers by 12 midnight GMT on 1 July 2022.
- 5.6 By completing the entry form, the Entrant agrees to the Organisers collecting, retaining, processing, or otherwise utilising the Entrant's personal information for the purposes of processing the Entry to the Competition, the promotion and administration of the Competition including distribution of the details for any and all promotional or marketing purposes and the creation of the Finalist's Exhibition. The personal information of Entrants will not be shared with third parties or otherwise processed for alternative purposes without the Entrant's consent.

## 6. GENERAL CONDITIONS

- 6.1 Finalists will be officially notified by email and the selected Artworks must be delivered to a location advised by the Organisers. Each Artwork must be marked clearly on the reverse with the title of the piece, the relevant Entrant's name and their contact details.
- 6.2 It is the Entrant's responsibility to cover all costs of transportation of their artwork to the location advised by the Organisers, including but not limited to: packing, crating and custom charges, as well as insurance to cover any damage that might be occasioned to the artwork during transit.
- 6.3 In line with condition 8.1 all efforts will be undertaken to sell the artwork. Should the work remain unsold after the Competition is at an end, the Entrant will cover all transportation and insurance costs arising from transit of the artwork back to themselves or to another destination as the Entrant may direct.

- 6.4 If an issue is anticipated to cover potential costs to send the works for exhibition or for the return of unsold works - assistance (financial support) and/or arrangements (e.g storage or extended efforts to sell) can be applied for and will be considered on a case-by-case basis.
- 6.5 It is intended that each Finalist's Artwork will, at the discretion of the Organisers, be exhibited and publicised in the Finalists' Exhibition, associated printed materials and digital channels. The Organisers will arrange media coverage and publicity for the Finalists' Exhibition(s).
- 6.6 Unless otherwise agreed with the Organisers in writing, each Finalist consents to the following points:
- a) The Organisers have the right to reproduce images of the Finalist's Artwork for publicity, marketing and educational purposes for SAF, Norval Foundation and the Competition.
  - b) The Sovereign Group of companies has the right to reproduce images of the Finalist's Artwork (with full credit to the Finalist) for Sovereign marketing materials.
  - c) The Grand Prize Winner agrees that SAF and Norval Foundation may produce limited editions of the winning Artworks to further its charitable aims.
- 6.7 The Entrants selected as The Grand Prize Winner (under Condition 2.1) and Public Vote Prize Winner (under Condition 2.2) will be announced during the Organisers' fundraising event.
- 6.8 Entrants shall not make or permit any person to make any public announcement, communication or circular concerning the results of the Competition or any other matter described by any of the Organisers' representatives on email or otherwise save where such information is already in the public domain or with the express written consent of the Organisers. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these terms and conditions.
- 6.9 The Organisers reserve the right to disqualify an Entrant, where in the view of the Organisers: the Artwork does not meet the requirements as stated herein, the Entrant cannot be contacted or the Entrant does not respond within seven days of being contacted by the Organisers.
- 6.10 The Organisers and the Judging Panel reserve the right to offer the place of a disqualified Entrant to another Entrant but are not obliged to do so.

## 7. SUBMISSION OF ARTWORK FOR EXHIBITION

- 7.1 Artist's must arrange for their work to be adequately framed in order to protect and present the work. If the Entrant does not intend to exhibit the Artwork framed, then adequate protection must be provided for its storage and transportation.

- 7.2 Artworks should be delivered to the Organisers with appropriate fittings already in place and Entrants must provide clear installation instructions in accordance with the Installation Instructions form that will be provided to them by the Organisers.

## 8. SALE OF ARTWORK

- 8.1 The Finalists hereby authorise the Organisers to sell their work by whatever means they see fit.
- 8.2 If sold, the price achieved for that particular work shall be split equally between the Finalist and the Organisers. The Organisers will apply their share to the Norval Foundation's Education Programme.
- 8.3 When submitting an Entry, all Entrants are required to provide an estimated sale value for the Artwork concerned (in US\$). The sale value will be used by the Organisers to set the sale price estimate of their Artwork should they be selected as a Finalist. The estimated value should be reflective of and consistent with the Entrant's previous sale records for a piece of that size, style and quality.
- 8.4 The Finalists authorise the Organisers to accept the highest sale offer received, irrespective of the amount; unless a minimum or reserve amount has been agreed upon prior to sale.
- 8.5 If a minimum or reserve amount has been agreed upon, the Organisers reserve the right to accept the highest offer which meets or is in excess of the confirmed minimum price.
- 8.6 The Organisers will use their best efforts to achieve the highest possible price for the Artwork but cannot and do not guarantee such sale or price received.

For a charitable cause!

## 9. JUDGING PANEL

- 9.1 The Organisers shall appoint the members of its Judging Panel without reference to any third party and publish the appointments on the SAF and Norval Foundation websites.