

# JOSEPHINE ULRICK AND WIN SCHUBERT PHOTOGRAPHY AWARD 2026

## Terms and Conditions

### Definition of Terms

**HOTA or Promoter** is HOTA GOLD COAST PTY LYD, the organiser and presenter of the Josephine Ulrick and Win Schubert Photography Award 2026.

**Exhibition or Award** is the Josephine Ulrick and Win Schubert Photography Award 2026, including the call for entries, judging process, exhibition of selected works and presentation of awards.

**Entrant or Artist** is the individual or group that submits a Work for consideration under these Terms and Conditions.

**Artwork or Work** is the artwork submitted for consideration under these Terms and Conditions.

**Finalist** is an Entrant whose submitted Work has been selected by the judging panel for inclusion in the Exhibition

# Terms and Conditions

## 1. General

- 1.1. The Josephine Ulrick and Win Schubert Photography Award 2026 (“Exhibition” and “Award”) is conducted by HOTA GOLD COAST PTY LYD (“HOTA” or “Promoter”), 135 Bundall Road, Surfers Paradise, 4217, QLD, Australia.
- 1.2. The Josephine Ulrick and Win Schubert Photography Award 2026 includes;
  - Exhibition at HOTA Gallery from Sat 28 Nov 2026 – Sun 25 April 2027, with works selected by a judging panel
  - \$25,000 Award and acquisition into the HOTA Collection, with the winning artwork selected by a judging panel
  - \$5,000 People’s Choice Award, with the winning artwork determined by public vote
- 1.3. Information on how to enter and submission guidelines form part of the Terms and Conditions. By entering this award, the Entrant (“Entrant” or “Artist”) accepts this document in its entirety.
- 1.4. Should any inconsistencies exist between these Terms and Conditions and any other reference to the exhibition, these Terms and Conditions prevail.
- 1.5. HOTA reserves the right to amend and change these Terms and Conditions at any time at its sole discretion.
- 1.6. HOTA reserves the right, at its sole discretion, not to display or to remove a Work from display. No correspondence about this decision is required.
- 1.7. If HOTA is prevented from holding the Exhibition on its physical premises as a result of any event or circumstances beyond its reasonable control (including without limitation to pandemic conditions, government regulations, orders or directions, labour strikes, fire, flood, terrorism, act of God, or other emergency events where safety, fairness, integrity and/or proper conduct are jeopardised), HOTA reserves the right to cancel or postpone the exhibition on its physical premises or may, if able, hold the exhibition online at its sole discretion, and will notify artists in writing and by a notice on its website.

## 2. Eligibility

- 2.1. Entrants must meet the following requirements:
  - Be over the age of 18 at the time of entry
  - Be an Australian citizen or permanent resident
  - Be an individual or group. An individual may be involved in only one submission (i.e. they cannot enter both as an individual and part of a group).
- 2.2. Casuals, volunteers, or external contractors at Experience Gold Coast or HOTA, Home of the Arts are eligible to enter. Staff must notify their manager of their intention to apply in writing. Manager approval is not required, however they must be made aware of the Entrant’s intent to enter and of any actual or perceived conflicts of interest, in line with the organisation’s Code of Conduct policy.
- 2.3. Employees with permanent or fixed-term contracts with the Experience Gold Coast or HOTA, Home of the Arts are not eligible to enter.
- 2.4. Entrants must follow the Terms and Conditions within this document. Any entries attempted to be made outside of these conditions will not be eligible.

### **3. Conditions of Entry**

- 3.1. Entrants are limited to one Artwork per submission.
- 3.2. Artworks must meet the following requirements:
  - Be an original work created by the entrant
  - Be created on or after 11 May 2025
  - Measure between 300 x 300 x 300 cm
  - May utilise artificial intelligence, provided the extent of such use is clearly described in the submission
  - Include appropriate permissions and credits where archival or collaborative material is used
  - Be available for display for the full exhibition period (Sat 28 Nov 2026 – Sun 25 April 2027)
  - Not be selected for inclusion in any other exhibition or award at the time of submission
- 3.3. Framed or mounted works must be fitted with a 2-point hanging system (D-ring latches preferred).
- 3.4. For works with an alternate unframed installation or complex installation method, the Entrant must provide detailed installation instructions and any custom installation hardware to HOTA.
- 3.5. The Exhibition will present works that engage with the broad field of contemporary photography. Traditional and expanded photographic media may be selected, which can include photcollage, sculpture, projection, installation and cameraless photography.
- 3.6. The Work must be available for acquisition by HOTA for the full exhibition period.
- 3.7. The acquisition price must be exclusive of GST, and a fair and reasonable estimate of the retail value of the Artwork. The acquisition price specified in the entry form is final and cannot be changed during the exhibition. If acquired by HOTA, this is the price that will be paid.
- 3.8. HOTA is not and will not act as an agent for sale of the Work to a third party.

### **4. How to Enter**

- 4.1. Entries must be submitted via the digital form, unless another method has been agreed upon by the Entrant and HOTA.
- 4.2. Entries must be submitted between Mon 6 July and Mon 17 Aug 2026, closing at midnight.
- 4.3. An entry fee of \$15 Australian Dollars (including GST) is required upon submission. Payment must be completed online and generally takes three (3) working days to process. The entry fee is not refundable, regardless of whether the Artwork is selected for exhibition.

## **5. Selection and Announcement**

- 5.1. Finalists will be selected by the judging panel, each with extensive expertise and experience across the arts sector.
- 5.2. Finalists will be notified of their selection by e-mail and/or phone. Finalists have seven (7) days to respond to the exhibition offer. If no response is received within this timeframe, the exhibition offer will lapse.
- 5.3. Due to the expected volume of entries, Entrants will not be provided individual feedback.
- 5.4. The Award winner will be selected by the judging panel. The Award winner will be announced publicly at the exhibition opening and the Work will be acquired for the HOTA Collection. The judging panel may decline to select a winner.
- 5.5. The judging panel's decision is final, and no correspondence will be entered into.
- 5.6. At the discretion of HOTA, additional acquisitions from among the Finalists may be acquired.
- 5.7. Entrants are responsible for any tax implications that result from their Work winning the award or otherwise being acquired by HOTA.
- 5.8. The People's Choice Award winner will be selected by public vote and announced publicly during the exhibition period.

## **6. Delivery and Collection**

- 6.1. Finalists are responsible for the delivery and collection of their Work, and any associated costs.
- 6.2. Entrants are responsible for insuring the Work while in transit to and from the gallery. HOTA will insure the Work while it is in care, custody, or control, in accordance with its current insurance policy.
- 6.3. The Work must arrive ready for display, with all required installation hardware and fittings.

## **7. Copyright, Privacy Collection Statement and Moral Rights**

- 7.1. As per the Copyright Act 1968; Artists retain absolute copyright of their Artwork. HOTA asserts no claims to the rights of any Artwork submitted to the Award.
- 7.2. Finalists grant the Promoter and Experience Gold Coast an irrevocable, non-exclusive, time-limited, and royalty free license to photograph and reproduce their Artwork for five years from the exhibition opening date.
- 7.3. Images of the Artwork may be used for advertising, promotion of the Exhibition, within the exhibition catalogue, archival purposes, or reporting.
- 7.4. If the Artwork is acquired by the Promoter, the license remains perpetual to promote the Exhibition and the HOTA Gallery Collection.
- 7.5. If the Promoter uses any images on social media or on the website, the Artist will be credited.
- 7.6. If the Finalist does not wish to have their Artwork used in promotional material, they must alert HOTA prior to signing any Contract to discuss arrangements.
- 7.7. Entrants agree and acknowledge that HOTA is permitted to receive the registration data and personal information provided in the entry form.
- 7.8. Personal information will be used by HOTA in accordance with its Privacy Policy. Personal information collected will be used solely for the administration and management of the Award and for future Award-related purposes. Where a Finalists Artwork is acquired by HOTA as a result of the Award, HOTA may use their personal information for internal administrative purposes.
- 7.9. HOTA will work with Artists and communities to the best of its ability, to ensure the protection of any Indigenous Cultural and Intellectual Property rights advised by the Artist regarding the Artwork.
- 7.10. Artists agree that it is impracticable for HOTA to prevent visitors from taking photographs of the Artwork in the event it contains visual imagery of a sensitive nature.
- 7.11. Information about exhibition partners and sponsors will be made publicly available.

## **8. Liability and Responsibility**

- 8.1. Entrants warrant that all information provided during submission regarding their identity and Artwork is deemed true, accurate and complete.
- 8.2. Entries must not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third party. Entries must not contain any material that may constitute or encourage conduct that would be considered a criminal offence or violate any law. Entrants agree to fully indemnify the Promoter for any royalties, fees and any other amounts payable to a third party arising from an Entrant's breach of these Terms and Conditions.
- 8.3. HOTA is not liable for any third-party misuse of images or digital files submitted.
- 8.4. Whilst HOTA is a cybersafe business, as with any other entity, it cannot guarantee the continuous integrity of its servers. As a result, Entrants may at times experience disruption or other technical difficulties when using the HOTA website. HOTA is not liable for any loss or costs of any kind the Entrant may suffer because of technical difficulties including server failures or delays in operations.