

Last updated: 1 May 2025

Note: This version includes updated structural engineering certification requirements, an extended entry closing date, revised finalist notification date and clarification regarding exhibiting at artist's own risk.

Entrants must submit work in accordance with the Terms and Conditions as set out in this document. Any failure to comply with any of these Terms and Conditions will result in disqualification, at the sole discretion of the City of Rockingham.

ELIGIBILITY

- 1. Artists must be 18 years or older at the time of entry.
- 2. Artists must be Western Australian residents since 1 January 2024.
- 3. The Castaways Sculpture Awards is free for artists to enter.
- 4. All entries must be received by the City of Rockingham online form by **4pm Tuesday 27 May 2025.** No late entries will be accepted into the Awards.
- 5. City employees and their immediate family are not eligible to apply.
- 6. The City's Contractors and their employees or sub-contractors are not eligible to apply unless approved by the City in writing. The City's decision is final and no correspondence or discussion will be entered into.
- 7. Artworks must not have been exhibited in a competition in the Greater Perth and Margaret River Region areas (including online) within the past three years. The Greater Perth area is defined as Perth's Greater Capital City Statistical Area (GCCSA), which includes: Armadale, Mandurah, Mundaring, Rockingham and Yanchep. The Margaret River Region is defined as including, Dunsborough and Margaret River.
- 8. By submitting an entry form, the entrant gives permission to release their personal information on the application to City officers, the Castaways curator, and the City's contractors.
- 9. All communications from the City will be via email to the address nominated in your entry form. Receipt of entries will be confirmed via email within five business days. You will not receive an automatic confirmation.

ARTWORK REQUIREMENTS

10. One artwork per artist may be submitted. Entries are open to any sculptural or 3D artwork.



- 11. All artworks must be comprised of at least 65% recycled materials (reused, repurposed, recovered, salvaged, and/or found items). Single-use products should be reused and not be newly purchased.
- 12. Artworks must clearly have a 30% or more visual aluminium component to be eligible for the Major Award. All works will be considered for all other awards categories.
- 13. Artists are not permitted to display, in part or in whole, brands, logos of their sponsors, or any other commercial material on or around their artwork. Any artwork that features such material will be removed from exhibition and/or deemed ineligible.
- 14. Artworks with audio aspects must be disclosed in the entry form and approved by the City of Rockingham prior to the exhibition.
- 15. Artists agree that their sculpture will not affect the environment, the path of general public, or the beach, jetty, boardwalk or structures in a permanent or semi-lasting way.
- 16. Artworks must be designed to withstand the elements for the entirety of the exhibition and will not be maintained in any way by staff or volunteers.

STRUCTURAL ENGINEERING REQUIREMENTS

- 17. If selected as finalists for the Main Exhibition, artists must provide a structural engineering certification from a qualified structural engineer confirming that their artwork design meets all relevant safety and structural standards. This certification must be submitted to the City **no later than Tuesday 1 July 2025**. It is strongly recommended that fabrication does not commence until after the City reviews the certification.
- 18. Upon completion and fabrication of the artwork, the artist must obtain an 'As Constructed' Certification from a qualified structural engineer confirming that the artwork has been constructed in accordance with the specifications outlined in the structural engineering certification. This certification is due to the City for review **no later than Wednesday 15 October 2025**, which is one week prior to artwork installation.
- 19. A qualified structural engineer is a professional who holds a current and valid registration or license with a qualified regulatory authority in Australia. The engineer must be suitably qualified to assess and certify structural integrity in accordance with relevant Australian standards.
- 20. All certifications must be provided in writing and signed by the qualified structural engineer, along with their registration details. Electronic signatures are acceptable, provided the document clearly identifies the engineer and their registration details.



- 21. The City will provide a subsidy of up to \$500 towards the costs associated with obtaining the structural engineering certification and 'As Constructed' Certification. Only the costs directly related to the structural engineer's professional services and time are eligible for reimbursement. This includes design certification, compliance documentation, and any required site assessments undertaken by the engineer. Materials, fabrication costs, or any unrelated expenses will not be eligible. Proof of payment clearly identifying these eligible costs must be provided in order to receive the subsidy.
- 22. Failure to provide structural engineering certification and 'As Constructed' Certification, issued by a suitably qualified and licensed structural engineer, will result in the artwork being deemed ineligible for display at the event. All documentation must be valid, complete, and meet the City's compliance requirements.
- 23. In addition to the certifications mentioned above, artworks that exceed 3 metres x 3 metres in any direction will be required to provide a signed Certification of Structures Form to the City. (<u>https://rockingham.wa.gov.au/events,-culture-and-tourism/event-approvals-and-permits/holding-an-event</u>)
- 24. Once installed on site, all artworks will be reviewed for sign-off by qualified City staff or contractors to confirm compliance with the 'As Constructed' Certification and the safety requirements of the Castaways Sculpture Awards.
- 25. If the artwork fails inspection or is deemed unsafe by the City at any time during the exhibition, the artist will be held liable for the immediate removal of the artwork, including any necessary barriers to ensure public safety. The artwork must be removed at the artist's expense.
- 26. Artists exhibit their artwork at their own risk. All risks associated with the artwork, including but not limited to damage, loss, or injury, will be borne by the artist during the installation and de-installation of the artwork, and for the duration of the exhibition. The artist agrees to indemnify and hold the City from any claims, damages or liabilities arising from the artwork.

AWARDS

All awards are to be awarded at the Judges' discretion. All awards are nonacquisitive.

\$10,000 Major Award

Overall excellence in recycled sculpture with a 30% or more visual aluminium component.

\$5,000 Innovation Award

Use of recycled materials in an innovative or unexpected way.



\$5,000 Sustainability Award

Artwork that supports the concept of sustainability in its message.

\$2,500 Maquette and Small Sculpture Award

Excellence in small scale sculpture, creatively using recycled components.

\$2,000 Local Resident Award

Local artist residing in the Rockingham district.

\$1,000 People's Choice Award – Main Exhibition

Presented to the artist whose work received the most votes from members of the public.

\$500 People's Choice Award – Maquette and Small Sculpture Exhibition

Presented to the artist whose work received the most votes from members of the public.

REPRESENTATION AND ETHICS

- 27. Artworks must be respectful and free from harmful representations, including but not limited to cultural appropriation, racial insensitivity, and stereotypes related to gender, sexuality, disability, or other marginalised groups. Any artwork deemed inappropriate, insensitive, or exploitative towards any community will not be accepted. It is the responsibility of the artist to ensure their work upholds principles of inclusion, respect, and cultural safety for all. For further guidance, please refer to National Association for the Visual Arts (NAVA) "Code of Practice for Visual Arts, Craft and Design: Chapter 1, Principles, Ethics and Rights".
- 28. Artworks incorporating First Nations Indigenous Cultural and Intellectual Property (ICIP), such as cultural references or techniques, must be created by a First Nations artist resident of Australia. These artworks must uphold cultural integrity and respect for the community from which they draw. Artworks deemed culturally inappropriate or disrespectful, as determined by the Curator, the City, or other appointed representatives, will not be considered. For further guidance, please refer to National Association for the Visual Arts (NAVA) "Code of Practice for Visual Arts, Craft and Design: Chapter 1, Principles, Ethics and Rights: First Nations."
- 29. If an artwork title incorporates First Nations languages, such as Nyoongar e.g. *Bunuru* or *Boodja*, the artwork statement must clearly indicate whether the artist is First Nations. If the artist is not First Nations, the statement must explicitly note this. Artwork titles in First Nations languages will also require written approval from a relevant local First Nations elder. Please refer to Term #20 for further clarification.



ARTWORK SELECTION

- 30. The Selection Panel's decision is final and no correspondence or discussion will be entered into. Lobbying the Curator, Selection Panel, Councillors or City staff will result in disqualification.
- 31. Due to the exhibition's public location, artworks must be suitable for viewing by all age groups. The City reserves the right to refuse entry of artwork on the basis of inappropriateness.
- 32. Works deemed unsafe will be refused entry.
- 33. Artists will be notified of the outcome of their entry by **Tuesday 17 June 2025** via email.
- 34. Entrants must submit the entered work for Castaways Sculpture Awards Exhibition if selected. Only artworks detailed on the entry form and in the submission image will be accepted. Any other artwork will not be accepted unless otherwise agreed upon by the City and the Curator in writing.
- 35. Any significant changes to works following selection must be reported to the Curator immediately and may determine the acceptance of the artwork.
- 36. Selected artists must provide an image of their artwork suitable for publication in the Castaways catalogue by **Tuesday 5 August 2025**. Images not received by this time will not be printed in the catalogue. Artists who submit high quality images of their artwork prior to the deadline are most likely to be featured in promotional material and social media campaigns.
- 37. A final progress update and image(s) are due to the Curator no later than **Saturday 20 September 2025**. Artworks that are not at a satisfactory level of completion by this deadline will be excluded from the exhibition. Additionally, any artworks that deviate from the final progress image, at the discretion of the Curator or the City, may be refused for exhibition and/or deemed ineligible to receive an award.

INSTALLATION OF WORK

- 38. Installation will take place on Wednesday 22 October 2025 from 6.30am-12.30pm. Vehicle access to the site is for drop-off only and vehicles are not to be left unattended at any time. Access to the site will not be available after 12.30pm. Any works not fully installed by 4pm will not be judged.
- 39. Artists are responsible for the installation of their own works and must provide all materials and equipment for proper installation, including shovels. Artists must provide freshly painted white plinths if required.
- 40. The Curator will contact artists to discuss site and installation requirements by email, phone or in person leading up to installation.



- 41. Although participants may request a particular location for the display of their artwork, the final selection of sites will be determined by the City and the Curator.
- 42. Artists wishing to install works in the City of Rockingham waterways are required to complete a further agreement to meet additional safety and installation requirements.
- 43. Artists installing artwork on the beach must use 4WD vehicles and have a recovery plan including suitable recovery equipment should their vehicle become stuck in the sand.
- 44. Artists must remove all packaging, tools and equipment from the site when installation and de-installation is complete.
- 45. Artworks that upon arrival are not finished to the standard agreed upon, or expected by the Curator; or to the satisfaction of either the Curator or City staff, will be refused and will not be installed.
- 46. Artwork footings and artwork installation methods must be pre-approved by the City prior to installation. The City reserves the right to reject the installation of the artwork if the artist chooses to use a footing different from the one that was approved.
- 47. Artists must notify the Curator and the City in advance if heavy machinery will be used during installation of artworks. The artist is responsible for ensuring that the machinery is suitable for the type of work being engaged and for providing safe operating procedure for use of machine and scope of works. Additionally, the artist must supply the City with a valid certificate showing that the machinery operator is qualified and certified to operate the machinery.
- 48. If heavy machinery is used for installation, the City reserves the right to review and assess both the machinery and the operator to ensure they meet safety and compliance standards. Failure to adhere to the City's instructions regarding machinery use may result in the machinery being prohibited from use, which could impact the installation of the artwork. If the artwork installation is delayed due to the prohibited use of machinery, the artwork may not be exhibited and/or become disqualified for award.
- 49. The City may impose additional requirements or conditions as needed to ensure safety during installation.

EXHIBITION

50. Artists must maintain their work in a presentable condition throughout the exhibition.



- 51. Artists or representatives on behalf of the Artists must be available to repair or remove any damaged artworks from the site within 24 hours of the damage being reported. No artworks are to be left in the Information Tent longer than 24 hours.
- 52. The City and exhibition staff have the right to remove artworks from the site for any reason, including but not limited to: public safety, damage or potential damage to work, or for the cohesive curation of the exhibition.
- 53. The City will provide security over the period of exhibition, installation and deinstallation. While the City provides 24/7 security during the period of exhibition, the City holds no responsibility for damage caused to artworks during transportation to the exhibition site, installation, de-installation, and while the works are on display.
- 54. Insurance is the responsibility of the artist at all times.
- 55. All directions or requests from the Curator, the City or other public authorities must be complied with.

COPYRIGHT AND PROMOTION

- 56. By entering an artwork, the artist agrees to allow the City of Rockingham to photograph, film, record and reproduce images of all submitted artworks for promotional, marketing, or educational purposes related to the event, with appropriate credit given to the artist when possible. This usage is non-commercial, limited to the promotion of past and future events, and will be without compensation to or further approval from the artist. The artist maintains copyright of the submitted artwork.
- 57. By entering an artwork, the artist agrees to allow the City to publish the artist's name, photo, likeness, artwork title artist's statement and social media accounts in connection to their entry.
- 58. All artwork submitted must be the original work of the artist. Artworks cannot be copied or plagiarised. Artworks cannot infringe the copyright, moral rights or other rights of any third party.
- 59. If the submitted catalogue photograph of your artwork was taken by a third party photographer, you must include their name on the entry form for image credit purposes.
- 60. Artists must not issue press releases without prior written consent from the City.

SALE OF ARTWORK

61. The sale of works will be managed by the City. On no account are artists to negotiate their own sales.



- 62. All sales are subject to a 20% commission plus GST to the City. On no account are artists to accept funds for their own sales. All sales occurring during the exhibition will be finalised within 45 days of the close of the exhibition or the date of the sale, whichever is later.
- 63. Any further commission or sale arising directly from the exhibition within a period of 90 days following the close of the exhibition, **31 January 2026**, will attract a commission of 20% plus GST. Sales during this period will be managed by the City.
- 64. Prices of works for sale will be determined by the artist. The listed price should include the price of the artwork and 20% commission plus GST. Where the artist is registered for GST, the price of the artwork must include GST. Regardless of if the artist is GST registered or not, the commission component will attract GST.
- 65. The City does not guarantee the sale of works.
- 66. If a work is sold, the participating artist will take full responsibility for ensuring their work is in a condition that will meet the buyer's expectations. The artist takes full responsibility for the delivery of sold work and installation if required.
- 67. Artists who sell their artwork will be required to complete and sign documents provided by the City to process the transaction. Incomplete information or delays in returning documentation will result in delays with payment as outlined in Clause 54.

AWARDS

- 68. The Judges' decision for award winners is final and no correspondence or discussion will be entered into. Lobbying the Curator, Judges, Councillors or City staff will result in instant disqualification and preclude entry in future Castaways Sculpture Awards.
- 69. An artwork cannot be awarded more than one award in the same year, apart from the People's Choice Awards.
- 70. Award amounts are inclusive of GST. It is the winning artist's responsibility to declare and pay GST.
- 71. Winners will be announced at the Castaways Sculpture Awards Presentation (with the exception of the People's Choice Awards), and then published on the City's Website (rockingham.wa.gov.au)
- 72. Artists who receive an award will be required to complete and sign documents provided by the City to process transactions for winning amounts. Incomplete information or delays in returning documentation will result in delays with payment.



- 73. Canvassing the public for People's Choice Awards votes will result in disqualification from the People's Choice Award and future Castaways Sculpture Awards.
- 74. The Castaways Sculpture Awards Presentation is scheduled for **Saturday 25** October 2025 but may be subject to change.
- 75. The Castaways Sculpture Awards Presentation is by invitation only. Exhibiting artists and one guest will be invited. Requests for additional guests including children will be denied.

DE-INSTALLATION OF WORKS

- 76. De-installation will take place on Monday 3 November 2025 from 7am-12pm.
- 77. Artists are responsible for the de-installation of their artwork and must provide all materials and equipment for de-installation.
- 78. Artists must remove all packaging, tools and equipment from the site when deinstallation is complete.
- 79. Artists de-installing artwork on the beach must use 4WD vehicles and have a recovery plan including suitable recovery equipment should their vehicle become stuck in the sand.
- 80. Any works remaining at the site after 12pm will be disposed of, at a cost to the artist. Requests to de-install works earlier will be denied.

Please direct all enquiries to: Community Development Officer – Art Events and Programs 9528 0333 or <u>customer@rockingham.wa.gov.au</u>