

TERMS & CONDITIONS

artsfile.com.au

VERSION: 2022

ABOUT THE SOUTHERN HIGHLANDS ARTS TRAIL, 2022

For many years, the **Southern Highlands Art Studio Trail**, held each November, has been a major feature in our cultural landscape.

In November 2022, the Highlands will again host this popular event.

The Trail in 2020 was the biggest and best ever (despite COVID nightmares) - you may remember that the excitement, visitation and sales were all UP despite the impact of COVID-19.

In 2021 things had gone from bad to worse and the Trail had to be cancelled. However, with most of the country fully vaccinated and a true spirit of optimism pervading the Highlands we look forward to a great Arts/Cultural feast in November.

If you agree to these Terms & Conditions please click the ACCEPT button on the Application Form... and all the best for 2022.



Kangaroo on Board/JANE CAVANAUGH

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1 MAKING APPLICATION FOR THE SOUTHERN HIGHLANDS ARTS TRAIL:

To participate in the ARTS Trail 2022 artists and galleries must agree to the Terms & Conditions specified in this document.

Applications to participate in the ARTS Trail 2022 are made through the online **APPLICATION FORM** found on the ARTSfile website - artsfile.com.au

APPLICATION FEES 2022:

You will be sent an invoice for your **Application Fee** direct from Council after your application has been successful:

- a) **For Individual artists:** \$150.00 plus GST
Each artist is required to pay the fee, regardless of whether or not you are sharing a studio.
- b) **For Galleries:** \$300 plus GST
Multiple artists can be included, however only one webpage will be produced. If an artist wants to be included in a gallery AND have their own page, they must register as an individual and will also be included in the chosen Gallery.

2022 TIMETABLE:

Applications Open: **6 June**

Application Close: **1 July**

Assessment of Applications: **Early July**

Notification to Artists: **By 14 July**

Site Visits for New Studios: **Dates to be confirmed with individual studios**

Invoice for ARTS Trail Fees: **Issued soon after notification of approval**

Proof of Insurance due: **1 October**

Opening Night: Friday: **4 November**

ARTS Trail Week 1: **5/6 November**

ARTS Trail Week 2: **12/13 November**



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2 INTRODUCTION

- a) In these terms and conditions (the Terms and Conditions), 'we', 'our' or 'us' means the Southern Highlands ARTS Trail / Wingecarribee Shire Council / ARTSfile.
- b) The Southern Highlands ARTS Trail is a marketing and promotion initiative for artists and creatives in the Wingecarribee Shire.
- c) The participants of Southern Highlands ARTS Trail are independent businesses/artists with their own ABN and insurances.
- d) Please read the Terms and Conditions carefully as they apply to your use and part of the website artsfile.com.au, Artsfile Facebook and Instagram Page. These will be referred collectively to as 'online resources'. By participating in the Southern Highlands ARTS Trail you agree to participating in these online resources. You agree to be bound by the Terms and Conditions including those revisions referred to in (c).
- e) We may revise the Terms and Conditions from time to time by updating this posting. The revised terms will take effect when they are posted.
- f) Your use of some parts or features of the online resources may be governed by additional terms and conditions. Where this is the case you will be notified accordingly, and those additional terms and conditions:
 - i) will apply to your use of such parts or features of the online resources in addition to these terms and conditions; and
 - ii) will prevail over the Terms and Conditions to the extent of any inconsistency.

3 INTELLECTUAL PROPERTY RIGHTS

- a) You acknowledge that Art displayed in your Studio, as part of the Southern Highlands ARTS Trail is subject to copyright, trade mark and possibly other intellectual property rights. In these Terms and Conditions, 'content' means anything that you may see, read, hear, upload, download or access on or via the online resources (including but not limited to messages, files, data, software, images, artwork, graphics, design, photographs, illustrations, text, music, songs, videos, tags and other materials or subject-matter on the online resources).
- b) Unless you are expressly authorised by us, or otherwise by law, you must not do any of the following yourself, or permit or authorise any other person to otherwise infringe the intellectual property rights of any person in using the online resources or any content.
- c) Nothing you do on or in relation to the Southern Highlands ARTS Trail will transfer any intellectual property rights to you or license to you any intellectual property rights unless this is expressly stated.
- d) You agree that Southern Highlands ARTS Trail owns the copyright and trade marks in the marketing logo, the domain name(s) www.artsfile.com.au the advertising tag line(s) appearing in Southern Highlands ARTS Trail advertisements on the online resources and the corporate logo. Southern Highlands ARTS Trail reserves all rights in relation to the Southern Highlands ARTS Trail Trade Marks. You agree not to use any of the Southern Highlands ARTS Trail Trade Marks without our prior written consent. All other trademarks appearing on the site are the property of their respective owners.

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4 CONTENT OF THE WEBSITE/FACEBOOK/INSTAGRAM

- a) We attempt to keep the content of the ARTSfile online resources up to date. However, we do not warrant the accuracy or currency of the content.
- b) You acknowledge that the content on the ARTSfile website is subject to change at any time.
- c) Some of the content on the ARTSfile website, including articles, sponsorships and promotions, constitute paid advertising (sponsored content). This means that Southern Highlands ARTS Trail may have received a payment or other benefit in return for publishing or disseminating the sponsored content on the ARTSfile website. Aspiration Images does not verify, endorse or otherwise approve sponsored content.
- d) The views which are expressed by members of the public who have uploaded content to the ARTSfile online resources are not our views and we accept no liability in respect of any content posted on the online resources by third parties, nor are we responsible for its content or accuracy. Any reliance you place on content posted on the online resources is at your own risk.
- e) If you consider any content that has been posted to the any of the online resources is offensive, unsuitable or has in some other way breached these Terms and Conditions, please email us at mail@wsc.nsw.gov.au with a link to the relevant content and your reasons for objecting to it. We will consider your objection and determine whether the content should be removed at our sole discretion.

5 YOUR USE OF THE ONLINE RESOURCES

- a) You must not:
 - disrupt or interfere with the online resources or servers or other software, hardware or equipment connected to or via the online resources;
 - reproduce any content from our online resources (as your own) without our express written permission, which we may withhold or grant (on terms acceptable to us), in our absolute discretion;
 - violate any applicable law relating to your use of the online resources; or
 - use or disseminate personal data or private information about other users of the online resources.
- b) In these Terms and Conditions, Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:
 - i) any law, rule or regulation of any country (or political sub-division of a country);
 - ii) any obligation under any licence in any country (or political sub-division of a country); and
 - iii) any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

6 POSTING TO THE ONLINE RESOURCES

- a) You agree that you will not misuse any downloadable content included on the online resources, including but not limited to, reproducing, adapting, communicating the content to the public, including the content on another website or making misleading or false representations about the content, unless expressly authorised by Aspiration Images.

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- b) You may submit or post content to the online resources. For content you submit for posting to the online resources (in whatever format):
- i) you absolutely and unconditionally assign (and agree to use your best endeavours to procure any relevant third parties to absolutely and unconditionally assign) to us all right, title and interest in all intellectual property rights in any content you submit to the online resources;
 - ii) you agree that whether and in what form the content is published on the online resources is at Southern Highlands ARTS Trail's (Wingecarribee Shire Council's) sole discretion;
 - iii) you give unconditional consent for the content to be altered, edited or adapted as Southern Highlands ARTS Trail or a sub-licensee thinks fit, including in a way that would otherwise be a breach of your moral rights. This consent extends to licensees and successors in title, and to all persons who are authorised by the owner or prospective owner, or by such a licensee or successor in title, to do acts comprised in the copyright;
 - iv) you agree that you do not require, nor does anyone else require, attribution for the content; and
 - v) you acknowledge that you may be held legally responsible for the content you submit. You acknowledge that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of such content.
- c) For content you submit for posting to the online resources (in whatever format) you agree not to:
- i) upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, pornographic, defamatory, vulgar, obscene, related to gambling, libellous, invasive of another's privacy, hateful, or radically, ethnically or otherwise objectionable, including but not limited to:
 - Content that depicts or alludes to or promotes offensive or illegal behaviour;
 - Content that exploits people in a sexual or violent manner;
 - Content that promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - Content that contains nudity, violence, or contains a link to an adult website;
 - Content that provides any telephone numbers, street addresses, last names, personal banking or financial information, URLs or email addresses;
 - Content that promotes information that the user knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 - Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy or creating computer viruses; or
 - Content that includes a photograph or image of another person or another person's property that has been submitted without that person's consent (or where that person is under the age of majority under an Applicable Law, the consent of their parent or legal guardian);
 - impersonate any person or entity, or falsely misrepresent your affiliation with

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- a person or entity;
 - upload, post, transmit or otherwise make available any content that you do not have the right to make available under any Applicable Law or under any contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as a part of employment relationships);
 - upload, post, transmit or otherwise make available any content that infringes any patent, trade mark, confidential information, copyright or other proprietary rights of any party;
 - upload, post, transmit or otherwise make available any unsolicited or unauthorised advertising and promotional materials; or
 - upload, post, transmit or otherwise make available any material that contains software viruses or any malicious code;
- d) By posting content to any of the online resources you warrant that:
- i) you have the rightful power and authority to provide the content in the form and manner and name in which it is submitted;
 - ii) you own the content and have the right to assign copyright ownership and other Intellectual Property Rights in the content to us;
 - iii) the content does not violate the privacy rights, copyright, contract rights or other rights (including but not limited to intellectual property rights) of any person, corporation or entity;
 - iv) the content does not contain material that is illegal, contrary to any laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable;
 - v) if the content in any way includes third parties or the property of third parties, that you have obtained the required consents and releases from those third parties (or their parents or legal guardians, as applicable) to include them in your content;
 - vi) your content does not contain any representations or material which you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - vii) your content does not contain material that has been previously broadcast, streamed, published or televised in any way;
 - viii) you will not post content or use the online resources for the purpose of advertising, promoting or soliciting any goods or services or otherwise engage in trade or commerce;
 - ix) during the course of creating your content your conduct was not illegal, contrary to any Applicable Law, indecent, obscene, threatening, discriminatory or harassing to any person; and
 - x) you agree to your content being available on the online resources for public viewing and comment and that your content may be used by Aspiration Images or its sub-licensees in any media for an unlimited period of time without remuneration or compensation for any purpose in our sole discretion.

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7 MONITORING OF CONTENT

- a) You acknowledge that the Southern Highlands ARTS Trail may or may not pre-screen content, and that there is no obligation on Southern Highlands ARTS Trail to pre-screen content, and that Southern Highlands ARTS Trail shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse or remove any content provided by you.
- b) Without limiting paragraph (a), you agree that Southern Highlands ARTS Trail may edit, remove or not publish any content if it considers that:
 - i) the content is unlawful in any way, including because it is defamatory or breaches laws about unlawful discrimination, racial vilification, privacy or contempt;
 - ii) the content is false or misleading;
 - iii) publication of the content will infringe intellectual property rights (including copyright) or a person's moral rights;
 - iv) the content is abusive, offensive or obscene; or
 - v) the content is otherwise in breach of these Terms and Conditions.
- c) Although we may from time to time monitor or review content, discussions, chats, postings or other contributions to the online resources, we are under no obligation to do so and we assume no responsibility or liability arising from the contents of any such communications nor for any error, defamation, libel, obscenity, profanity or inaccuracy contained in any such communication.

8 INDEMNITY

You agree to indemnify and hold Southern Highlands ARTS Trail and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim against us arising out of content you submit, post, transmit or otherwise make available through any of the online resources, your use of the online resources, your connection to the online resources, your breach of these Terms and Conditions, or your violation of any rights of another, including all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such a claim.

1 The Artist warrants that:

- a) The Artwork is an original work;
- b) The Artist is the sole proprietor of the Artwork;
- c) The Artwork does not infringe any existing copyright.

2 The Artist will indemnify Wingecarribee Shire Council, against loss, injury or damage (including any related legal costs or expenses properly incurred) occasioned to Wingecarribee Shire Council in consequence of any breach by the Artist (unknown to Wingecarribee Shire Council).

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9 REGISTRATION

- a) In order to be able to provide us with content or download content pursuant to these Terms and Conditions you must become a registered user. To become a registered user you must complete your registration details in the manner described on the website. The Registration fee for an individual artist is \$150, registration for a Gallery is \$300 this non-transferable and non-refundable. You agree to provide true, accurate and complete information about yourself as prompted by the registration form. You must log into your user account in the manner required each time you wish to contribute to the online resources.
- b) We reserve the right to decline applications to terminate your inclusion at any time at our sole discretion. We will not accept any request to apply for the Southern Highlands ARTS Trail if we suspect it is being made by or on behalf of a user who has been suspended from participating in the Southern Highlands ARTS Trail or us of an of the online resources for breach of these Terms and Conditions or has been suspended as a user/user of another website for vexatious, illegal or inappropriate comments/contributions.
- c) You are responsible for maintaining the strict confidentiality of your account login name and password, and you are responsible for any activity under your account and password. You agree to:
 - i) immediately notify us of any unauthorised use of your password or account or any other breach of security; and
 - ii) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account and notify us when you desire to cancel your account.
- d) We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

10 PRIVACY POLICY

Registration information and other information about you is subject to our Privacy Management Plan. You understand that through your use of the online resources you consent to the collection and use (as set forth in our Privacy Management Plan) of this information.

Information regarding privacy of information. The Privacy and Personal Information Protection Act 1998 ('PPIPA') provides for the protection of personal information and for the protection of the privacy of individuals. Council is required to manage personal information in accordance with the Act.

Personal information held by Council may only be used and disclosed in accordance with Act and other legal requirements.

11 COOKIES

During your use of the Site, we may issue to and request from your device blocks of data known as 'cookies'. We use cookies to enable the website to work more efficiently and to provide us with information about your activities on the Site.

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Our cookies will not allow us to obtain information of a personal nature that will identify you to us, such as your name and address. We will only be aware of such information if you provide the information to us, or you have set the preferences in your browser to provide this information automatically.

Details of the cookies we use on the site are as follows:

- i) cookies that are essential in order to enable you to move around the site and use its features;
- ii) cookies that collect information about how visitors use the site, for instance which pages visitors go to most often. All information these cookies collect is aggregated and therefore anonymous.

By using this Site, you agree that we can place these types of cookies on your device.

Your web browser may allow some control of most cookies through your browser settings. To find out more about cookies, including how to see what cookies have been set on your device and how to manage and delete them, visit www.allaboutcookies.org. Please note that you may delete and block all cookies used by this site, but if you do so parts of the site may not work.

12 SECURITY OF INFORMATION

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk, however once we receive your transmission, we will take reasonable steps to preserve the security of such information.

13 USE OF THE ONLINE RESOURCES IS AT YOUR OWN RISK - DISCLAIMER OF LIABILITY

- a) Your use of the online resources is at your own risk. You must not rely on any statement published on or linked to the online resources without first making your own enquiries to verify the information.
- b) We exclude all warranties and liability to the fullest extent permissible under any Applicable Law. If a jurisdiction does not allow the exclusion of implied warranties or liability but does allow limitation to a certain maximum extent, then we limit our warranties and liability to that extent.
- c) To the extent permitted by law, all information on or linked to the online resources is provided 'as is' and 'as available' without any warranty or representation regarding condition, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, safety, quality, freedom from defects or non-infringement.
- d) To the extent permitted by law, we do not accept any responsibility or liability for:
 - i) any statement in the material on or linked to the online resources; or
 - ii) any direct, indirect, incidental or consequential loss related to or arising from your doing, or not doing, anything as a result of using (or being unable to use) the online resources and its content. This includes any claims, losses, costs, expenses or damages of any kind whatsoever (including legal fees) incurred by you or by

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any third party, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

- e) All members of the Southern Highlands ARTS Trail are independent businesses and are responsible for their own public liability insurance. To the extent we cannot exclude all liability, our aggregate liability to you arising in relation to your use of the online resources or the content (whether arising from breach of these Terms, in negligence or any other common law or statutory cause of action) is limited to the following, the choice of which is at our sole discretion:
- i) In the case of goods any one or more of the following:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; or
 - ii) in the case of services:
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.

14 GENERAL PROVISIONS

If any part of the Terms and Conditions is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect.

The Terms and Conditions, and the use of the online resources and any contents thereof, are in all respects governed by and according to the laws of the State of New South Wales, Australia. By using the online resources, you irrevocably agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia, for the resolution of any dispute of any kind whatsoever, including without limitation any dispute arising out of the interpretation or application of the Terms and Conditions, or your use of the online resources or any material contained therein, or accessed thereby.

15 COPYRIGHT RELEASE FORM FOR WRITTEN WORK, IMAGES, ARTWORK

I hereby grant to WINGECARRIBEE SHIRE COUNCIL/ARTSFILE /SOUTHERN HIGHLANDS ARTS Trail permission to use all images submitted as part of the ARTS Trail. I understand I am giving permission for my images to be used to promote the ARTS Trail and Arts and Culture in the region.

I certify that no other individual or parties hold copyright interest in any of the work(s) submitted, that I hold all rights to said works, and that the license granted herein does not violate any third-party rights or applicable laws. I hereby certify and covenant that I am of legal age (a parent or legal guardian must sign for a minor), or if applicable, that I am authorised to sign.

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16 CURATION OF APPLICATIONS:

The Southern Highlands ARTS Trail is looking to maintain, and this year, exceed our reputation for the quality of its exhibitions and the standard of its artists. To ensure the continuity is of this high standard, this year we have a group of guest curators, we have identified changes that need to be made to ensure the Trail has exceptional quality and diversity of arts practice across the region. Therefore, this year applications are competitive and may be chosen based on quality and variety, there will only space for a limited number of artists and studios. The Southern Highlands ARTS Trail retains the right for final approval for all work displayed to ensure that all artists and the galleries are presented to the fullest advantage.

17 SIGNAGE, ARROWS AND FLAGS:

This year each artist will receive 1 large A1 sign to put outside their studio. All other A1 signs will be professionally placed on main roads and decision points for marketing.

Each studio will receive a signage pack that will include:

- 1 x A1 New ARTS Trail Promotional Sign
- 3 x A3 Directional 'real estate' signs and prongs
- 1 x Flag
- 3 x A3 ARTS Trail Marketing posters
- Multiple maps and post cards

Each artist/gallery is expected to help promote the ARTS Trail by placing posters / maps and postcards in the community (more available upon request).

Guidelines for Positioning:

- 1 Flags should be placed one each side of main entrance from road
- 2 Signs can be placed only as follows:
 - 1 x A1 Signs at the front of the property/studio
 - Directional A3 signs may be placed at the nearest cross street/s and the main road

Signs should not be attached to power poles or trees with nails or screws or in a way that would cause damage in roundabouts in such a way as to cause a driver distraction or obstruct the view of traffic.

Directional Signs can be put on the included a stake/prong in the ground

Signage should be put up the Friday night before the beginning of The ARTS Trail and taken down Monday after the end of the Trail.

18 CHOOSING AND EXHIBITING WORKS:

- 1 Artwork must be original
- 2 Artwork must be done by local artists
- 3 Artwork must be hung professionally, be well lit and include neat labels
- 4 Avoid crowding the artwork

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19 THE STUDIO OR GALLERY:

Creating a pleasant and comfortable experience for visitor

- Visitors will appreciate a sense they are in an ‘inspired space’ where art is created.
- Make visitors feel comfortable to browse without feeling intimidated e.g. have some quiet music playing.
- Ensure the area is clean.
- Make sure parking areas are clear and safe.
- Have a toilet available (or location of nearest public toilet) especially if you decide to provide any refreshments.

Making purchasing easy

- Provide as many payment options as you can – cheque, cash (know where your closest ATM is), eftpos if you can, an option to put down a deposit, have change available.
- Have packaging material available
- Providing helpful information
- Have business cards
- Display artists statements and a price list and copies available for people to take away
- Have the map showing where other studios are located and be knowledgeable about what they offer and what else is on offer on the ARTS Trail.
- Be able to direct people to the nearest coffee shop, restaurant, public toilet etc

20 ARTISTS EXHIBIT AT THEIR OWN RISK:

If you are new to the ARTS Trail the Community Development Arts & Culture Officer will arrange a visit to your studio beforehand to check that there are no major risks for visitors.

It is expected that you will complete a risk assessment checklist below to ensure your Studio or Gallery is safe.

STUDIO ASSESSMENT:

- Hanging of art is safe and professional
- Studio is clean and inviting
- How many staff will be present at any one time over the course of the two weekends

- Bathroom facilities available? Or closest available is:

- Parking/Driveway – discuss where visitors will park, will they drive in, assess need for parking signs, is parking and driveway access safe?
- Trip hazards – steps, overhanging branches – what is the way visitors will walk into the studio. Are there any trip hazards? How will these be made safe?
- Dogs – are there any dogs on the property that may be dangerous?

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- Electrical hazards – is there any electrical equipment in the studio. How is it made safe?
- Other studio equipment – are there any sharp or moving tools/equipment that could be a hazard? How will these be made safe
- Is there any open water on the property e.g. ponds – how will visitors be warned of this
- Any other hazards for children?

21 INSURANCE

A condition of participating in the Southern Highlands ARTS Trail is that you must provide a Certificate of Currency OR purchase Stallholders Insurance from Council, please note this is limited to individual Artists that do not hold or cannot get Business coverage. It is a condition of participation to be suitably insured. Each artist must submit (which will be due 1 August 2022) their application for Council Stallholders Insurance OR a current 'Certificate of Currency' that:

- 1 is a 'Certificate of Currency'
- 2 has 'Wingecarribee Shire Council' listed as an Interest party
- 3 has at least a \$20 million public liability cover and;
- 4 in date, proving coverage over the dates of the ARTS Trail

22 ARTS TRAIL SALES

- 1 Wingecarribee Shire Council / ARTSfile / ARTS Trail takes no commission on any sales as part of the ARTS Trail.
- 2 The artist is responsible for handling all sales and Wingecarribee Shire Council takes no responsibility for managing any part of the process and all risk in the work remains with the artist until possession is taken by the buyer.

23 MARKETING AND MEDIA CAMPAIGNS

- 1 The artist agrees not to issue press releases without the written consent of Wingecarribee / ARTSfile / ARTS Trail. This is to ensure the coherent and strategic delivery of the Sculpture at Hillview Association Inc media plan for the benefit of all artists.
- 2 Artists' sponsors are not authorised to use images of sculpture(s) taken at the exhibition for commercial purposes, including commercial websites, without entering into a licence agreement with the express written consent of Wingecarribee / ARTSfile / ARTS Trail (refers to sculptures only)
- 3 Artists' sponsors are not to host functions on the exhibition site or issue press releases without the written consent of Wingecarribee / ARTSfile / ARTS Trail
- 4 The artist shall have the right to use or authorise the use of images of any art taken over the course of the ARTS Trail or giving the impression it was taken on the Trail, for commercial purposes, without entering into a licence agreement with the express written consent of Wingecarribee / ARTSfile / ARTS Trail. Please note, 'commercial purposes' means, the sale or licence of the right to use an image.

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- 5 Wingecarribee / ARTSfile / ARTS Trail has the right to reproduce images of the sculpture to be exhibited provided by the artist for pre-selection and any images of the work submitted as part of the ARTS Trail application for publicity, advertising or archival purposes in any manner connected with Arts and Culture in the Southern Highlands and or the ARTS Trail.
- 6 Should the artist wish to use images of his/her work taken as part of the ARTS Trail for any promotional purposes including websites, opening invitations or photos submitted to publications please credit the Southern Highlands ARTS Trail and establish a link to our official website if possible.

24 WINGECARRIBEE SHIRE COUNCIL WILL:

- Create and run the Southern Highlands ARTS Trail marketing campaign
- Promote artists and galleries throughout and in the lead-up to The ARTS Trail through online resources.
- Prepare and distribute media releases to promote the ARTS Trail.
- Attend studios on the ARTS Trail
- Organise opening night
- Provide support for artists through training opportunities.

25 ARTISTS/EXHIBITORS ARE RESPONSIBLE FOR:

- Preparing artwork, professionally hanging all displayed items
- Sign and title all works
- Provide appropriate insurance (Certificate of Currency, as per Terms and Conditions)
- Promote your studio and the ARTS Trail.
- Completing end of trail evaluations and feedback forms. These are due by COB 25th November 2022

26 WHAT YOUR FEE COVERS:

- Development of the ARTS Trail website, your individual page, development of Posters, invites, development of map, printing costs.
- Curatorial process
- Invitation artwork
- Marketing and media
- Access to preferred printer and designer
- Strong presence on ARTSfile website