

strand ephemera

24 July – 8 August 2027

Strand Ephemera 2027 invites artists to submit concepts that will form the North's premier pop-up public art festival. Spark imagination and wonder, with artworks that celebrate Queensland's unique stories – creating connection and lasting inspiration.



CALL FOR ARTISTS

Full terms and conditions

Reef Revolution, *Coral Garden*, 2025
Ephemera 2025 competitive entry
Image courtesy of Budd Photography

CALL FOR ARTISTS

Strand Ephemera is the North's leading temporary public art festival. Now in its 14th iteration, this beloved and highly anticipated biennial event will again bring local, national and international audiences to The Strand, Townsville – Garuambilarra.

Strand Ephemera in 2027 invites artists to inspire imagination through our stories. Using art to spark imagination and wonder, this iteration's theme invites artists to celebrate Queensland's unique stories and transform them into bold, contemporary expressions – creating powerful moments of connection with a lasting sense of inspiration long after the encounter.

This year, *Strand Ephemera* welcomes the return of the young artists category, open competitive category and the newly introduced Environmental Advocate Award!

Selected works will be on display along Townsville's picturesque 2km beachfront – The Strand – from 24 July to 8 August 2027. These will be exhibited alongside a selection of invited public artworks.

\$40 APPLICATION FEE*

*Non-refundable administration fee of \$40 per entry

\$5,000 OPEN ARTIST FEE**

**Artist fee payable to successful open category applications T&Cs apply

\$500 YOUNG ARTIST FEE***

***Artist fee payable to successful young artist category applications T&Cs apply

\$10,000

Artistic Excellence Award

\$1,000

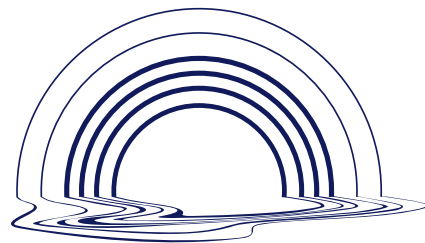
Environmental Advocate Award

\$1,000

Young Artistic Excellence Award

\$1,000

People's Choice Award



KEY DATES

ENTRY FORMS CLOSE:

10am AEST 3 November 2026

OUTCOME NOTIFICATION:

5pm AEST 26 November 2026

BEHIND THE SCENES VIDEO AND CATALOGUE IMAGE DUE:

10am Thursday 1 April 2027

COMPULSORY WHS CONTRACT MANAGEMENT SYSTEM REGISTRATION:

Prior to Thursday 1 April 2027

ARTWORK INSTALLATION DATES:

Monday 19 to Thursday 22 July 2027

JUDGING:

Friday 23 July 2027

OPENING DAY EVENTS:

Saturday 24 July 2027

ARTIST WALKING TOUR:

AM Saturday 24 July 2027

VIP LAUNCH:

PM Saturday 24 July 2027

EXHIBITION PERIOD:

24 July to 8 August 2027

DE-INSTALL:

Monday 9 August 2027

HOW TO ENTER

Applications are now open!

Apply now online by visiting strandephemera.com.au or by contacting Townsville City Galleries via the below media.

ENTRIES CLOSE Tuesday 3 November 2026

Perc Tucker Regional Gallery

Cnr Denham and Flinders St

Townsville QLD 4810

Tue – Fri 10am – 5pm

Sat – Sun 10am – 1pm

(07) 4727 9011

galleries@townsville.qld.gov.au

whatson.townsville.qld.gov.au

Townsville City Galleries

[@TownsvilleCityGalleries](#)

TERMS AND CONDITIONS

1. COMPETITION DETAILS

1.1. Background

Townsville City Council ('Council') holds Strand Ephemera ('the Exhibition') an outdoor public art festival, biennially held on The Strand, Townsville QLD 4810 ('Exhibition Location').

Council is releasing a Call For Artists ('the Competition') to select Artwork to exhibit and award at the Exhibition.

The Competition will be held at the Exhibition Location from **24 July 2027 until 8 August 2027**.

Artists are to submit an Entry Form online using the SmartyGrants platform, prior to **10am AEST 3 November 2026**.

Entry Forms submitted in hard copy format or via email will not be accepted.

1.2. Acknowledgement

Council acknowledges the Wulgurukaba of Gurambilbarra and Yunbenun, Bindal, Gugu Badhun and Nywaigi as the Traditional Owners of this land. We pay our respects to their cultures, their ancestors and their Elders – past, present and all future generations.

1.3. Key dates

Entry Forms Close:

10am AEST 3 November 2026

Outcome Notification:

5pm AEST 26 November 2026

Behind the Scenes Video and Catalogue Image Due:

10am Thursday 1 April 2027

Compulsory WHS Contract Management

System Registration:

Prior to Thursday 1 April 2027

Artwork Installation Dates:

Monday 19 to Thursday 22 July 2027

Judging:

Friday 23 July 2027

Opening Day Events:

Saturday 24 July 2027

Artist Walking Tour:

AM Saturday 24 July 2027

VIP Launch:

PM Saturday 24 July 2027

Exhibition Period:

24 July to 8 August 2027

De-install:

Monday 9 August 2027

1.4. Entry

Participation in the Competition confirms acceptance of these terms and conditions by the Artist.

An Artist may enter as many as three (3) proposals for pre-selection, but each entry must be accompanied by a separate Entry Form and administration fee with all relevant support material.

Third Parties are not permitted to enter works on behalf of an Artist.

Group proposals will be accepted for pre-selection where there is a nominated Contact Person who will act as the Project Manager. Townsville City Council will deal directly with the nominated Contact Person, and they will be the decision maker for the group. Any disputes internally within a group is not a matter for Townsville City Council to be involved with or mediate.

Entry Forms are to be submitted online no later than **5pm AEST 3 November 2026**.

Entries past this date, or entries that are incomplete will not be considered.

Entry in the Competition is through completing a SmartyGrants Entry Form including but not limited to; digital images/drawings of the proposed work, supplied Artwork footing details, previous Artwork examples and digital CVs of the Artist/s. The information supplied in the Entry Form will be used for pre-selection to the Exhibition.

With reference to Clause 1.1, Artists are **NOT** to submit physical Artwork during the pre-selection.

Artists must select to enter for pre-selection under one of the following Competition categories:

- Open Artist Competitive Category; or
- Young Artist Competitive Category.

OPEN ARTIST COMPETITIVE CATEGORY

Entry to the Artist Competitive Category is open to all local, interstate, and international Artist over 18 years old and organisations except from Council Gallery Employees.

All other Townsville City Council workers and immediate family members of same are eligible to enter, however, will not be eligible to receive the \$10,000 AUD Artistic Excellence Award, or \$1,000 AUD Environmental advocate Award.

YOUNG ARTIST COMPETITIVE CATEGORY

Entry to the Young Artist Competitive Category is open to all Artists aged 18 years or under except from Council Gallery Employees.

All other Townsville City Council Workers and immediate family members of same are eligible to enter, however, will not be eligible to receive the \$1,000 AUD Young Artistic Excellence Award, or \$1,000 Environmental advocate Award.

The Young Artist Competitive Category is also open to primary and secondary school-aged learning institutions and primary and secondary school-aged organisations.

Assistance in creating and installing Artworks can be provided by the school and/or organisations.

All people aged 17 and under will need written consent from their parent or legal guardian to enter. The parent or legal guardian's details must be provided in the SmartyGrants Entry Form as the Contact Person and must agree to these Terms and Conditions on behalf of the Young Artist.

1.5. Administration Fee

A non-refundable administration fee of **\$40.00 AUD** is required per entry, refer to Clause 1.4.

Payment must be made by **5pm, AEST 3 November 2026**, by the following means:

- Online via strandephemera.com.au;
- Over the counter at Townsville Civic Theatre, located at 41 Boundary Street, South Townsville Queensland 4810 (open 9am to 5pm, Monday to Friday (closed on public holidays); or
- TicketShop by telephone on (07) 4727 9797.

Payment must be made prior to submitting the SmartyGrants Entry Form.

When opening the SmartyGrant Entry Form, an application number will automatically generate. Artists will be required to reference their SmartyGrants application number when paying at TicketShop.

Additionally, prior to submitting the SmartyGrants Entry Form, the Artist will be required to reference their receipt number from TicketShop as proof of payment. The SmartyGrant Entry Form will not be processed without this information.

Failure to make payment by Entry Form Close date above, will result in the application being rejected from entry.

1.6. Artwork Design Brief

The Exhibition Theme is: **'Inspire imagination through our stories'**.

Artists are encouraged to create Artwork that sparks imagination and wonder, celebrating Queensland's unique stories and transforming them into bold, contemporary expressions.

Artworks should aim to create powerful moments of connection with the viewer and leave a lasting sense of inspiration.

In developing an Artwork proposal, Artists need to consider:

- The Exhibition Location, Townsville-Gurambilbarra, for which the Artwork is intended to be located;
- The scale of the Artwork, with large-scale Artworks strongly encouraged;
- How the Artwork will be viewed 24/7 (including during day and night-time hours, inclusive of a lighting plan);
- Environmental and sustainable arts practice in creating and exhibiting the Artwork;
- Artwork and materials that support the Exhibition Theme; and
- Safe work practices in accordance with all relevant legislation and Council policies and procedures located on Council's public website.

1.7. Eligibility – Pre-selection and Exhibition

Artwork entries may consist of an Artwork concept, work in progress or completed work at the time of entry.

FOR PRE-SELECTION:

To be eligible for consideration in this Competition, Artists are required to submit and comply with the following:

- A fully completed online Entry Form;
- Compliance with entry requirements in Clause 1.4 and these Terms and Conditions generally;
- Submit digital images of the Artwork or detailed design drawings (in .TIFF, .JPEG, Word or .PDF format only);
- Artwork submitted must be the original work and concept of the Artist;
- Submit Artwork Details;
- The Artists' curriculum vitae (CV) relevant to their art practice. Artists under the age of 18 that do not have an Artist CV, must provide a short response about their relevant skills and any assistance they will receive to support their ability to deliver their proposed Artwork;
- The Artist must provide an Artist statement, an image of the Artwork and Artwork label information (to include the Artwork title, size,

materials, and price) as requested by Townsville City Council;

- State whether artificial intelligences has been used in creating or editing the Artwork images; and
- Pay a non-refundable administration fee of **\$40.00 AUD** per entry.

Council reserves the right to reject entries that do not comply with the requirements outlined within these Terms and Conditions.

FOR EXHIBITION:

If the Artist is notified of selection to advance to Exhibition, the selection will be conditional upon the following eligibility requirements:

- The Artist must comply with all requirements under Clause 2, 3 and 5;
- The Artist must provide a risk assessment for the install, Exhibition and deinstallation of their Artwork;
- The Artist must not act and/or speak in an abusive manner when dealing with members of public and/or Council Gallery Employees and Workers;
- The Artist must fulfill all alterations required by Council in accordance with Clause 2;
- The Artist must provide a behind the scenes 30-60 second web-quality video in portrait layout of the Artist working and talking about the Artwork as requested by Council by 10am Thursday 1 April 2027; and
- The Artist is obligated to be present and speak to the public about their Artwork at the Artist Walking Tour, and be present at the VIP launch if their Artwork is selected to exhibit at the event.

Council reserves the right to disqualify any selected Artists who do not comply with the requirements outlined within these Terms and Conditions.

1.8. Pre-selection Process

All entries submitted will be reviewed by an external pre-selection panel of three (3) Arts Sector professionals.

The number of Artworks selected to progress to the Exhibition will be at the discretion of the Council in consultation with the pre-selection panel.

The Artist acknowledges and agrees that compliance with these Terms and Conditions does not guarantee selection to Exhibition. Further, the Artist acknowledges that's the assessment of Entries involves substantial consideration (including but not limited to, quantity

constrains, compliance and selection criteria) and that the decision of selection to Exhibition is at the absolute discretion of the pre-selection panel.

The pre-selection panel's decision will be final.

Council and the pre-selection panel reserve the right to reject any entry into the Competition and is under no obligation to provide reasons for its decision.

The pre-selection panel will assess Artworks submissions using the following Selection Criteria:

- **Initial Impact and Public Engagement** (strength of first impression and ability to attract and hold public attention);
- **Artistic and Conceptual Merit** (strength, originality and depth of underlying idea);
- **Site Specific Relevance** (relative to The Strand, Townsville – Gurambilbarra);
- **Day and Night – Time Visibility;**
- **Safety and Environmental Impact** (including public safety, structural integrity and environmental impact to site).
- **Environmental and Sustainable Arts Practice** (sustainable materials, processes and exhibition methods)
- **Technical Feasibility and Logistics** (practicality of installation, structural requirements, footings, weather suitability, power needs, machinery needs, installation and di-installation needs, etc.);
- **Artistic Capacity and Delivery** (demonstrated ability to fabricate, transport, install and remove the Artwork); and
- **Responsiveness to Artwork Design Brief** in clause 1.6.

All Artists will be notified by the email they provided in their completed Entry Form of the outcome from pre-selection on or before **5pm AEST 26 November 2026** ('Outcome Notification Date').

2. WORKPLACE, HEALTH AND SAFETY ('WHS')

Under Clause 1.7, the Artists are required to submit a risk assessment for the installation, Exhibition and deinstallation of their Artwork. The risk assessment will be assessed by Council's Workplace, Health and Safety Personnel prior to the Exhibition install. The Artist must:

- Identify hazards associated with the work;

- Eliminate risks so far as is reasonably practicable, or otherwise minimise risks using the hierarchy of controls;
- Prepare and implement risk assessments and safe work documentation appropriate to the work (e.g. SWMS for high-risk construction work as defined in the WHS Regulation);
- Review and update controls as required.

If the Artist is notified in writing by Council Gallery Employees or Workers of required alterations to the Artwork and/or processes for installation, exhibition and deinstallation of their Artwork, the Artist must implement all alterations in accordance with the instruction of Council. Failure to do so will result in immediate disqualification.

Artists, unless deemed in writing by Council, must be registered in Council's Contractor Management System (CMS). Artists must complete an online Strand Ephemera Safety induction, prior to any installation taking place.

The Artist must, at all times, comply with all applicable Work Health and Safety (WHS) legislation when installing, exhibiting and deinstalling including but not limited to:

- *Work Health and Safety Act 2011 (Qld)*
- *Work Health and Safety Regulation 2011 (Qld)*
- Relevant Codes of Practice; and any directions, standards or guidance issued by the Regulator (Workplace Health and Safety Queensland).

Artists whose Artwork requires power must comply with Council's Electrical Safety Procedure including having all electrical equipment tested and tagged prior to use on site. Council Gallery Employee and Workers will assist Artists in this matter.

Artists whose Artwork ground penetration or ground excavation must comply with Council's Excavation and Ground Penetration Procedure. Council workers will assist Artists in this matter.

Artists who as part of their Artwork requires the Artist or Volunteer to have direct interaction with children will require the Artist or Volunteer to hold a compliant Queensland Working with Children Check (Blue Card). This must be a Paid not Volunteer card for the Artist. All Blue Cards must be linked to Townsville City Council's Blue Card portal 10 days prior

to event. In order to link a Blue Card, Artists must also supply their date of birth to Council.

3. ARTWORKS SELECTED FOR EXHIBITION

3.1. Exhibition Judges and Awards

Council will appoint industry-recognised figures to judge and select the following Awards:

- A Non-acquisitive \$10,000 AUD Artistic Excellence Award, payable to the winner of the Open Artist Category;
- A non-acquisitive \$1,000 AUD Young Artistic Excellence Award, payable to the winner of the Young Artist Category; and
- A non-acquisitive \$1,000 AUD Environmental Advocate Award, payable to the winner.

The judges' decision will be final.

Council will contact the winner of the Artistic Excellence Award, Young Artistic Excellence Award and Environmental Advocate Award on **23 July 2027**.

The winning Artworks will be publicly announced **24 July 2027** at the VIP Launch, followed by Council's Platforms.

The judges will assess and select the Artistic Excellence Award and Young Artistic Excellence Award Artworks based on the following criteria:

- **Initial Impact and Public Engagement** (strength of first impression and ability to attract and hold public attention);
- **Artistic and Conceptual Merit** (strength, originality and depth of underlying idea);
- **Day and Night – Time Visibility;**
- **Safety and Environmental Impact** (including public safety, structural integrity and environmental impact to site).
- **Environmental and Sustainable Arts Practice** (sustainable materials, processes and exhibition methods)
- **Artistic Quality and Execution** (technical skill and overall realization of the work);
- **Responsiveness to Artwork Design Brief** in clause 1.6;

The judges will assess and select the Environmental Advocate Award Artworks based on the following criteria:

- **Initial Impact and Public Engagement** (strength of first impression and ability to attract and hold public attention);
- **Artistic and Conceptual Merit** (strength, originality and depth of

underlying idea);

- **Safety and Environmental Impact** (including public safety, structural integrity and environmental impact to site).
- **Environmental and Sustainable Arts Practice** (sustainable materials, processes and exhibition methods)
- **Artistic Quality and Execution** (technical skill and overall realization of the work); and
- **Impact, Engagement and Public Communication** (encourages public reflection or behaviour change, engages audiences and communicates environmental message)

The non-acquisitive \$1,000 AUD People's Choice Award will be awarded to the Artwork which receives the largest number of votes from the public for their favourite Artwork during the Exhibition period.

Voting will open at **9am, Saturday 24 July 2027** and close on **Friday 6 August 2027**.

Council will contact the winner of the Peoples' Choice Award by **7 August 2027**. The winning Artworks will also be publicly announced on **7 August 2027** via Council's Platforms.

3.2. Transport of Artwork

The Artist is responsible for the transport of their Artwork to the Exhibition on their allocated installation date and all costs associated with same.

The Artist is responsible for the transport of their Artwork from the Exhibition by way of deinstallation on **9 August 2027**.

Artworks on a pallet or stillage that can be safely moved by a forklift and stored in an exposed weather environment can be delivered to a designated Council depot located, Garbutt Operations Centre, Stores Building No.3, 130 Hugh St Garbutt, Qld 4810 for temporary storage holding, up to 2 weeks prior to the Exhibition date.

Artworks can be delivered to the Strand Ephemera Site Office at the Exhibition Location during the installation period **19 – 22 July 2027**.

Artworks delivered to the Exhibition Location prior to or after the date above will not be accepted.

3.3. Exhibition Installation and Deinstallation

The Artworks selected for Exhibition will be installed for display by the Artist (provided the Artist complies with all requirements under this Agreement

during the Artwork installation dates **19 – 22 July 2027** for the Exhibition Period, commencing on **24 July 2027** ('Exhibition Commencement Date') expiring on **8 August 2027** ('Exhibition Expiry Date').

The Selected Artworks will be de-installed from display by the Artists on **9 August 2027**.

Artists **must not** remove or alter the Selected Artwork or any signage during the Exhibition Period unless confirmed in writing by Council. Council will nominate Council Gallery Employees including but not limited to, a Site Manager and Install Leads who will assist Artists with their installation planning. The Artists will be notified of their allocated Install Lead, and their allocated time to install their Artwork three (3) weeks prior to Artwork Installation Date.

Artists must comply with all reasonable instructions given by the Site Manager and Install Leads.

Artists must be present for the Installation Period, Monday 19 July – Thursday 22 July 2027, and will be allocated a specific day/ time to carry out the installation of their Artwork. In cases where the Artist is not able to perform their duties, the Artists must organise Approved Sub-contractors in consultation with Council, to install the Artwork during the Installation Period.

The Artist is responsible for the supervision and management of Artist Volunteers and Approved Sub-contractors.

Council Gallery Employees will conduct regular site checks during installation and de-installation to monitor safety compliance. Council reserves the right to direct the Artist to remove any and all Artist Volunteers and Approved Subcontractors if they are not adhering to any and all reasonable directions from the Council Gallery Employees and Workers whilst at the Ephemera Site.

Artists must bring and provide their own tools, installation/deinstallation materials and must ensure they, the Artist Volunteers and Approved Sub-contractors comply with *Work Health and Safety Act 2011* (Qld) and any other relevant legislation when carrying out the installation, exhibition and deinstallation.

Sites along The Strand where Artworks are to be installed/ de-installed are determined to be work sites. All Artists are required to sign into the work site on arrival to install/ de-install their Artwork. Artists must attend daily safety pre-start talks and wait for approval from

Council before beginning installation/ de-install. Once Council has approved the completion of the installation/ de-install, or that work is complete for the day, the Artist must sign out of the work site before leaving.

A Council Gallery Employee will:

- Walk Artist's through their site;
- Discuss and confirm with the Artist the means of installation/ de-installation and equipment requirements;
- Provide daily safety pre-start talks during install/ de-installation;
- Discuss and confirm with the Artist any line-markings and procedures for ground penetration/excavation prior to the Artist being confirmed to install/ de-installation works that require ground penetration/ excavation;
- Nominate the best access to the site from drop-off points;
- Provide and install additional safety signage to sites deemed necessary, based on Artwork Risk Assessments and Workplace Health & Safety recommendations (e.g. Site-specific hazard signage).
- Co-ordinate meetings to discuss issues including installation; and
- Organise Council Volunteers to assist in installation/ de-installation where possible.

SITE CONSIDERATIONS:

Artists must not alter the environment or the path/boardwalk in any lasting way when installing, exhibiting or deinstalling the Artwork.

The Artist must ensure the surrounding area and associated assets (including Council Infrastructure) are not altered in any lasting way when installing, exhibiting, or removing their Artwork.

Artists must maintain their Artworks in a presentable condition throughout the Exhibition or have arranged for assistance to do so.

The Artist is responsible for any ongoing repair and maintenance of the exhibited Artwork throughout the Exhibition Period. Where the Artwork presents a risk to public safety, the Artist or Council may remove the Artwork from display until repairs are completed.

Due to the tropical climate of Townsville, Artists must take environmental factors (wind, rain) into consideration when planning their Artwork.

Artworks must not affect or permanently damage the natural environment,

including when secured to the site.

If the Artwork deteriorates or is Damaged during the Exhibition, the Artist must promptly carry out all possible repairs or give Council and its workers permission to do so, at the Artist's cost.

The Artist must attend daily safety pre-start talks during install/ de-installation.

After the Exhibition Expiry, Artworks must be de-installed and collected by the Artist from the Exhibition Location during business hours on Monday, **9 August 2027**. In cases where the Artist is not able to perform their duties, the Artists must organise Approved Sub-contractors in consultation with Council.

Where arrangements have not been made for deinstallation and collection by **4pm on 9 August 2027**, Council reserves the right to sell or otherwise dispose of the Artwork on the expiration of one (1) calendar day from Exhibition Expiry. At such time, all ownership in the Artwork including but not limited to, Intellectual Property will transfer to Council.

Artists give consent for Council to move/ remove any Artwork at their discretion and for any reason, including but not limited to public safety, damage, or potential damage.

3.4. Information Desk

An Information Desk will be set up at the Exhibition Location to assist visitors in offering directions, and information about the Artworks on display, and to promote the public programs.

The Information Desk is staffed by Council Gallery Employees, Council Volunteers, and Artists.

The Artist must assist at the Strand Ephemera Information Desk for a minimum of one shift of four hours. This arrangement does not create an employee/ employer relationship between the Artists and Council.

3.5. Packaging and Freight

The Artist is responsible for all costs associated with freight (including but not limited to, delivery, return, and any other charges associated with freight) and insurance for Artworks selected for the Exhibition.

Where arrangements have not been made for collection or return freight by **4pm on 9 August 2027**, Council reserves the right to sell or otherwise dispose of the Artwork on the expiration of one (1) day from Exhibition Expiry.

3.6. Pricing and Sale of Artwork

It is not a requirement that Artworks be for sale. The sale price indicated in the Entry Form will apply and will remain fixed for the duration of the Exhibition. If the Artist does not want their Artwork to be for sale to the public, the Artist must state this on the Entry Form.

It is the sole responsibility of the Artist to liaise with the interested buyer on the terms of the sale and enter into a formal binding agreement.

Council will not transact with the buyer on behalf of the Artist and is not a party to any agreement with the buyer.

3.7. Marketing and Publicity

Council at all times retains the right to arrange publicity, advertising, promotion, media coverage and reporting of the Work (including video and photography) as it considers appropriate.

The Artist must not independently arrange or participate in publicity, advertising, promotion, media coverage and reporting of the Artwork and or Exhibition without the Council's approval.

Should the Artist wish to use images of their Artwork photographed during the Exhibition for any promotional purposes including websites, opening invitations or photos submitted to publications, the Artist must notify the Council in writing prior, credit the Exhibition and where appropriate establish a hyperlink to Strand Ephemera website:

strandephemera.com.au

Artist Sponsors are not to issue press releases without the consent of the Gallery. Artist sponsors must seek authorisation from the Council to use images of the Artwork taken at the Exhibition for commercial purposes (including commercial websites).

3.8. Exhibition Security

Artists are welcome to monitor their Artwork during the Exhibition period.

For the duration of the Exhibition, the site will be invigilated by Artists, Townsville City Council workers, Contracted Roaming Security Guards, CCTV, as well as Townsville Police when required.

Strand Ephemera Artworks will be viewable 24-hours a day, and as such, it is the responsibility of the Artist to ensure their Artwork is secured to prevent theft or damage.

Artists are required and are responsible for lighting their own Artwork for after-

dark viewing. Commercial grade solar lighting is strongly recommended due to limited power access and environmental concerns, however if the location is too shaded or if the site is not practical and/or safe to use the lighting, Council will advise the Artist they are not to utilise same. Council owns a limited supply of commercial grade solar-powered lights and can provide these to Artists on a first come basis where the site supports the practical and safe use of the units. It is the Artist's responsibility to install any Council provided commercial grade solar-powered lights for their Artwork if they select to use them.

3.9. Council Volunteers

Council will run a Strand Ephemera 2027 Volunteer Drive to attract volunteers to assist in a range of activities across the Exhibition. Council Volunteers will work under the direction of a Council Gallery Employees and Workers. A Council Volunteer can assist in low – risk activities such as:

- Assisting installing and de-installing artworks for the Exhibition,
- Setting up appropriate artwork barriers,
- Installing artwork labels and Exhibition signage,
- Installing solar lights for artworks,
- Assisting at the Information Booth, including providing general information to members of the public,
- Invigilating artworks,
- Assisting with public programs such as workshops.

Council Volunteers will be provided with:

- A Volunteer Worker Agreement to complete,
- Council's Volunteer Policy,
- A link to complete a mandatory Police Check (no cost to the Volunteer),
- Ephemera Induction,
- PPE where required,
- Task specific tools and equipment and instruction for the same as required
- Daily safety pre-starts during installation and de-installation of artworks.

Council Volunteers will need to complete:

- a Volunteer Worker Agreement;
- Police Check, including providing personal information and uploading a photo of themselves;
- Ephemera Induction;
- and if working with children, provide a

copy of a valid Working With Children Paid card and date of birth, so that Council may link the volunteers Blue Card to Council's portal.

Council Volunteers are not permitted to undertake any high-risk activities.

4. PAYMENT

4.1. Exhibiting Artist Fees

ARTIST FEES – OPEN ARTIST COMPETITIVE CATEGORY

A \$5,000.00 AUD Artist Fee will be paid for each Open Category proposal selected for Exhibition. Where Artists are working collaboratively on a single proposal, only one Artist Fee will be paid.

ARTIST FEES – YOUNG ARTIST COMPETITIVE CATEGORY

A \$500.00 AUD Artist Fee will be paid for each Young Artist Category proposal selected for Exhibition. Where Artist groups including schools are working collaboratively on a single proposal, only one Artist Fee will be paid.

4.2. Awards

In addition to the Artist Fees, Artists have the chance to win the following awards (subject to Clause 3.2):

- A Non-acquisitive \$10,000 AUD Artistic Excellence Award, payable to the winner of the Open Artist Category;
- A non-acquisitive \$1,000 AUD Young Artistic Excellence Award, payable to the winner of the Young Artist Category;
- A non-acquisitive \$1,000 AUD Environmental Advocate Award, payable to the winner; and
- A non-acquisitive \$1,000 AUD People's Choice Award, payable to the winner.

4.3. Procedure for Payment and Invoice Requirements

To enable payment, the Artist must complete supplier onboarding (if applicable), provide a valid ABN or a completed Statement by Supplier form where no ABN is held, and submit a compliant tax invoice.

Council will issue and provide a Purchase Order (PO) number, which must be quoted on all invoices.

Payment will be made within thirty (30) days from the date of a valid invoice that meets all requirements.

Invoices must be addressed to:

Townsville City Council
PO Box 1268
Townsville
QLD 4810
Attn: Accounts Payable

and include RE: Strand Ephemera 2027 – Call for Artist in the invoice details and include a clear description of goods or services provided and supplier identification.

Where the Artist is registered for GST, the invoice must be a valid tax invoice and clearly identify the GST component, either as a GST-inclusive total or separately disclosed amount.

Invoices must be emailed directly to invoices@townsville.qld.gov.au and copied to trt@townsville.qld.gov.au.

Failure to provide a compliant invoice, including the correct PO number, ABN (where applicable), or GST treatment, may result in delays to processing and payment.

5. RISK, INSURANCE AND INDEMNITY

Artworks selected for Exhibition remains at the risk of the Artist including freight, installation, de-installation and whilst on display.

In absence of any negligent act, error or omission of Council, Council will not be responsible for any loss or damage whatsoever, however caused, to any Artwork whilst in Townsville City Council's custody or on display in the public realm to the extent permitted by law.

In the absence of any negligent, act, error or omission of Council, the Artist will indemnify and hold harmless Council from and against all or any actions, suits, claims and demands by or on behalf of any person in respect of the death of or personal injury to any person or damage to property which may arise directly or indirectly out of the installation of the Artwork or the presence of the Artist at the site.

Council has Public Liability Insurance in place to protect its own interest, however, the Artist is advised to maintain their own insurance cover against loss, damage, theft, and possible destruction of the Artwork for the duration of the Exhibition period including installation and de-installation.

Artists selected for Exhibition are required to demonstrate to Council that they have

secured Public Liability Insurance to the value of \$20,000,000 AUD (twenty million Australian dollars), as well as Transit Insurance to protect their own interests.

Artists selected for Exhibition are required to demonstrate to Council that they have secured third-party Comprehensive Motor Vehicle Insurance for each vehicle used by the Artist for the purpose of exhibiting in the Exhibition, including installation and de-installation at The Strand.

Artists selected for Exhibition are required to demonstrate to Council that they have Worker's Compensation Insurance in respect of the Artist's personnel as required by law, or for a sole trader, adequate personal injury insurance.

Artists selected for Exhibition that have friends and family assisting with the installation/ de-installation of their Artwork that do not have Worker's Compensation Insurance are required to register as an Artist Volunteer with Council and complete the necessary Council inductions. Council workers can assist with this matter.

Artists selected for Exhibition can access affordable Public Liability Insurance as part of NAVA's Premium Plus membership. For further information, visit: visualarts.net.au/shop/products/premium-plus. Artists can also access affordable Public Liability Insurance through Local Community Insurance Services. For further information, visit: localcommunityinsurance.com.au.

6. INTELLECTUAL PROPERTY

6.1. Artist's Grant of Licence

The Intellectual Property (IP) shall remain the Property of the relevant Party.

Upon notice of selection for the Exhibition, the Artist grants Council an irrevocable, royalty free, non-exclusive, non-transferrable licence to utilise their IP to reproduce, digitise, publish, adapt, manipulate, photograph, video and communicate the Artwork on **Council's Platforms** and any other platforms as required by Council for the purposes of Exhibition publicity, marketing, advertisement, inclusion in an Exhibition catalogue/publication, critical review of the Exhibition, creation of non-commercial achieve and non-lending reference or database, and for any educational or commercial purposes, at the discretion of the Council. This Clause survives Exhibition Expiry.

6.2. Artist's Warranty

In entering the Competition, the Artist:

- a. confirms they are the owner of the Intellectual Property in connection with the Artwork;
- b. consents to Council photographing/ videoing/digitising images of the Artwork on the Council's Platforms and any other Platform Council requires;
- c. consents to the Council displaying their Artist Name, Artwork Details, Artwork Statement and Artist Biography on the Council's Platforms and any other Platform Council requires for promotional purposes, both physical and online;
- d. agrees that Council may sell the hardcopy catalogue/publication and will be entitled to retain any and all income generated from same;
- e. warrants they no further signage will be added to the site by the Artist/s or their representatives without prior consent from Townsville City Council;
- f. consents to Council moving, removing, and/or altering their Artwork at sole Council's discretion, for any reason including but not limited to public safety, damage, or potential damage;
- g. agrees the Council will not be liable for any breach of Intellectual Property including copyright by Third Parties (this Clause survives expiry of the Exhibition); and
- h. agrees that despite an event of death and/or Sorry Business, their Artwork will remain on display (if selected) for the Exhibition Term.

6.3. Moral Rights

Townsville City Council acknowledges that the Artist has moral rights in their Artwork.

Council will respect those rights, will not subject the Artwork to any derogatory treatment and will credit the Artist whenever their Artwork is used.

Council will not make any major changes to the Artwork without the Artist's consent.

Council may make minor changes such as cropping images of the Artwork to fit on documents.

6.4. Indigenous Cultural and Intellectual Property

The Artist must inform Council if the Artwork contains Indigenous Cultural and Intellectual Property (ICIP).

Additionally, the Artist must instruct Council if the display or image of their Artwork is required to be accompanied by

an ICIP notice which must:

- a. acknowledge the inclusion of traditional ritual knowledge of a community;
- b. include consent from the custodians of that community; and
- c. If Council is notified by an Aboriginal or Torres Strait Islander community or community member that an Artwork at the Exhibition is deemed as inappropriate, derogatory, degrading or offensive, Council reserves the right to remove the Artwork from Exhibition.

7. TERMINATION

7.1. Termination

Council may immediately terminate these Terms and Conditions and disqualify the Artist by giving written notice to the Artist where:

- a. The Artist breaches a warranty, obligation and/or fails to comply with any Term or Condition;
- b. The Artwork is Damaged prior to the installation of the Artwork at the Exhibition, and the Artist cannot restore the Artwork back to its original condition, prior to installation at Exhibition.

7.2. Repayment of Artist Fees

If the Terms and Conditions are terminated in accordance with 7.1(a), the Artist must within fourteen (14) calendar days of receiving notice from Council, repay Council the Artist Fee at, in whole or in part, as required by Council in the written notice.

If the Terms and Conditions are terminated in accordance with 7.1(b), the Artist must within fourteen (14) calendar days of receiving the notice from Council, repay Council the full Artist Fee.

8. VARIATION

Council may vary these Terms and Conditions at any time, for any reason. If Council amends same, they must provide the Successful Artist's a copy of the amended Terms and Conditions at their earliest convenience.

9. FORCE MAJEURE

Neither Party will be liable to any delay or failure to perform an obligation or warranty under these Terms and Conditions to the extent that such a delay or failure is caused by an event of Force Majeure.

The affected Party must notify the other

Party of the Force Majeure and use reasonable endeavours to minimise its effects and resume performance as soon as reasonably practicable.

If the Force Majeure continues for more than two (2) Business Days, Council may terminate these Terms and Conditions by written notice, disqualify the Artist and request repayment of the Artist Fees.

10. NOTICES

Notice or other communications between Parties must be given in writing by way of email to the Parties contact outlined below:

- Artist contact is the email address provided by the Artist when completing the Entry Form; and
- Council's contact is galleries@townsville.qld.gov.au
Attention: Senior Public Art Officer.

11. DISPUTE RESOLUTION

A Party must issue the other Party notice of a dispute in writing.

The Parties will endeavour to resolve the dispute in person within (14) Business Days of notification.

If the Parties are unable to resolve the dispute within the timeframe stipulated above the Parties may appoint an independent mediator to resolve the dispute.

All costs associated with appointing the independent mediator will be shared equally between the Parties.

12. APPLICABLE LAWS

This Agreement is governed by the laws of Queensland.

13. AGREEMENT BETWEEN PARTIES

These Terms and Conditions constitute the entire Agreement between Council and the Artist and as such, any Purchase Order Terms and Conditions do not apply.

14. PRIVACY COLLECTION NOTICE

Townsville City Council collects and manages personal information in the course of performing its activities, functions and duties. We respect the privacy of the personal information held by us. The way in which Council manages personal information is governed by the *Information Privacy Act 2009 (QLD)*.

We are collecting your personal information in accordance with the

Local Government Act 2009 and *Local Government Regulation 2012* for the purpose of administering Townsville City Council's *Strand Ephemera 2027*.

Generally, we will not disclose your personal information outside of Council unless we are required to do so by law, or unless you have given us your consent to such disclosure. However, in performing the above functions, we may need to disclose your personal information to pre-selection Panel members and or external judges engaged by Council.

By entering this competition, you consent to Council displaying your Artist Name, Artist Statement and Artwork Details on promotional materials, both physical and online.

Where you have opted in to receive future communications, your contact details may be used by Council to provide information about future *Strand Ephemera* events and related opportunities. These communications will only be sent where you have provided your consent, and you may opt out at any time.

For further information about how we manage your personal information, including how to access or correct your information, please refer to Council's [Information Privacy Policy](#).

15. DEFINITIONS

Under these terms and conditions, unless inconsistent with the context or subject matter, the following definitions apply:

AI Tools means software or platforms that use artificial intelligence to assist in the creation of Artworks.

Artist means the person/s who submits an Entry Form to enter this Competition. For Artist's over the age of 18, this includes but not limited to Art Agents and Centres engaged by the Artist to submit the Artwork in this Competition. The Art Agents and Centres engaged by the Artist assumes all responsibility to fulfill the obligations under these Terms and Conditions. For Artists under the age of 18 years old, this includes but is not limited to, the Guardian and/or School completing the Entry Form on behalf of the young Artist, who owns the Artwork submitted. The Guardian and/or School assumes all responsibility to fulfill the obligations under these terms and conditions.

Artist Fee means payment made to an Artist for their Artwork as outlined in Clause 4.1.

Artist Sponsors means any person or

organisation that provides financial, in-kind, material, or other support to an Artist in relation to their Artwork.

Artist's Volunteer means a person who wishes to assist an Artist by undertaking activities of their free will. Activities undertaken by volunteers must be low risk and complement rather than replace the activities and responsibilities of the Artist. Artists are responsible for and must hold relevant insurance for their Artist Volunteers, must supervise their Artist Volunteers, must ensure they have completed Council's site induction and if working with children, must hold a valid/current blue card work.

Artwork Details means including measurements, materials, structural support where relevant and/or drawings of proposed foundation, footings, anchors, etc.

Artwork means the piece of Artwork submitted as an entry in this Competition.

Approved Sub-contractors means a business engaged by an Artist to undertake work on the Artist's behalf who has been approved by Council and registered in Council's Contractor Management System (CMS) as an 'inductee' under the contractor's profile prior to commencing any work.

Contact Person means the Artist or nominated person from an Artist group to act as the point of contact between Council and the Artist/Artist group.

Contracted Roaming Security Guards means Security officers engaged by Council through a contracted security service to patrol Artwork sites, monitor safety and security, and respond to incidents as required.

Council Gallery Employees means Ephemera Lead, Site Manager, Artwork Install Leads, Ephemera Volunteer Roster Lead and Workshop Program Lead and/or any person employed directly by Townsville City Council which does not include the Artist, any volunteers, contractors, labour hire or contracted personnel.

Council Infrastructure means any asset, structure, facility, or infrastructure owned, managed, controlled, or maintained by Council, including but not limited to bins, poles, benches, signage, pathways, roads, lighting, landscaping, utilities, buildings, and any other public infrastructure.

Council's Platform means Council's webpages, digital advertising, social media, press, and public advertising of any form etc.

Close of Business or COB means 5pm.

Damaged means substantial damage (including but not limited, full destruction of the Artwork) which renders the Artwork unrestorable.

Entry Form means the form submitted online through SmartyGrants to be considered in the Competition.

Exhibition means Strand Ephemera 2027.

Exhibition Expiry means the date specified at Clause 1.3, 8 August 2027.

Exhibition Theme means theme outlined in Clause 1.6, a central artistic concept or idea that shapes the content of the Exhibition.

Exhibition Term means the date range set out in the 1.3 Key Dates table.

External Galleries means any third-party collections, databases, or repositories of images or Artworks not created by the Artist.

Force Majeure means anything outside the control of a Party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, and acts (including laws, regulations, disapprovals or failures to approve) of any statutory authority.

Image Generation Software means any software that produces images through algorithmic or AI-driven processes.

Indigenous Cultural and Intellectual Property means all aspects of Aboriginal and Torres Strait Islander people's traditional knowledge and cultural expressions.

Intellectual Property means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, drawings, circuit layouts and all other rights resulting from intellectual activity in the construction, project management, industrial, scientific, literary or artistic fields;

Opening Day Events means pop-up activities available to the public on the first day of the Exhibition.

Party means the Artist and Council.

Responsibilities and Obligations means any obligations, warranties, deliverables and responsibilities of each Party under this Agreement.

Sorry Business means the bereavement and funerals for a deceased First Nations person.

Successful Artists means only the Artist's that progress to Exhibition.

Terms and Conditions/Agreement means these Terms and Conditions.

Third Parties means any individual/s or Companies that are not a part of these terms and conditions excluding any Arts Agents and Centres engaged by the Artist.

Council Volunteer means a person with a valid Police Check who wishes to contribute to the community in useful and meaningful ways by undertaking activities of their free will, or to gain work experience, without monetary reward. Activities undertaken by volunteers will complement rather than replace the activities of paid Council workers. Volunteers must enter into a Volunteer Worker Agreement, at which time Council will arrange a police check. Volunteers working with children must hold a valid / current blue card. Volunteers must work under the direction of a Council supervisor and be registered as an 'inductee' within Council's Contract Management System (CMS) prior to commencing any work and must adhere to Council's Volunteer Policy.

VIP Launch means the ticketed event where the winners of this Competition is announced.

Workers means any Council Gallery Employees, contractors, consultants, volunteers or other authorised representatives engaged by Council to perform duties or services on its behalf. This does not include the Artist, the Artist's Volunteers or Approved Sub-contractors.



strandephemera.com.au