

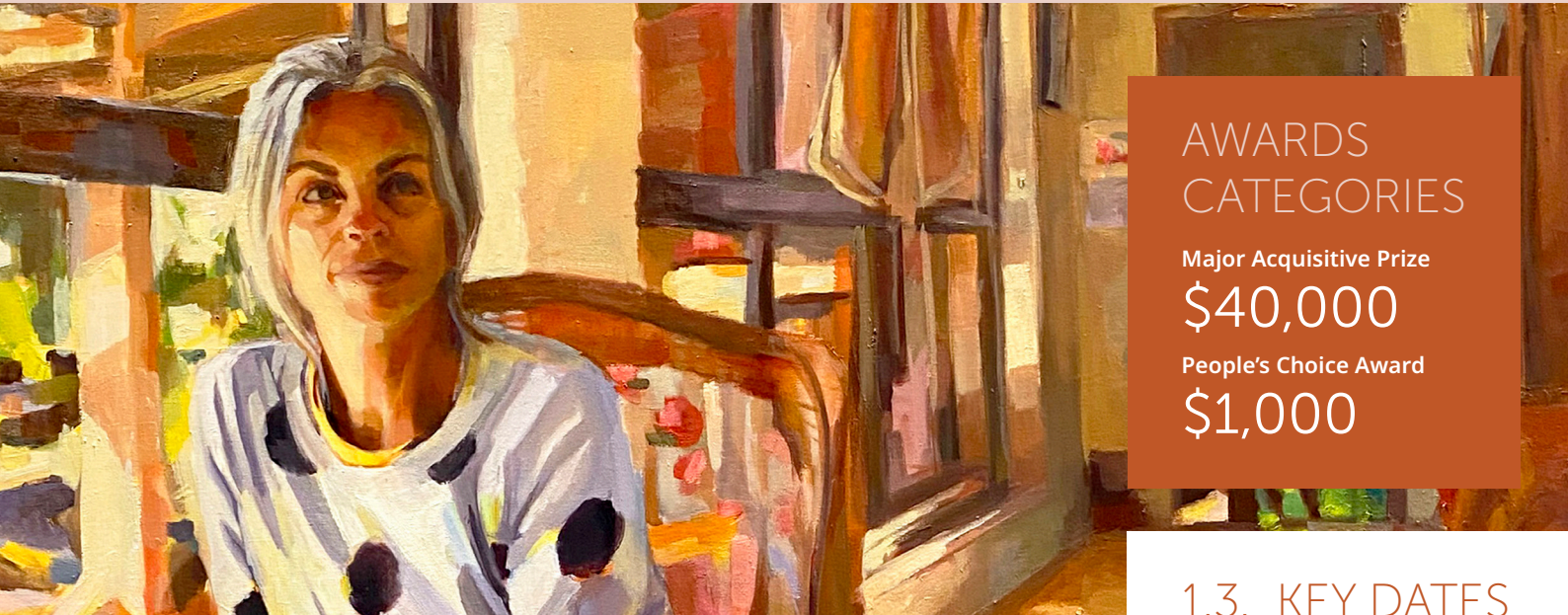
# THE PERCIVALS 2026

23 MAY – 30 AUGUST 2026



## TERMS AND CONDITIONS

### PORTRAIT PAINTING PRIZE



#### AWARDS CATEGORIES

Major Acquisitive Prize

**\$40,000**

People's Choice Award

**\$1,000**

## 1. COMPETITION DETAILS

### 1.1 BACKGROUND

The **Percival Portrait Painting Prize** ('the Competition') is coordinated and awarded by Townsville City Council ('Council').

The Competition is to be held at Perc Tucker Regional Gallery, 253 Flinders St, Townsville QLD 4810 ('Exhibition Location') from **23 May until 30 August 2026**.

Artists are invited to submit an [Entry Form](#) using the SmartyGrants platform, prior to **5pm AEST 20 January 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.

Aboriginal and Torres Strait Islander viewers are warned that the Competition Exhibition may contain images of deceased persons.

## 1.3. KEY DATES

**Entry Forms Close:**

5pm AEST  
20 January 2026

**Artists advised of Selection:**

5pm AEST  
20 February 2026

**Delivery of Artwork:**

5–7 May 2026

**Winners notified by email:**

22 May 2026

**Winners Publicly Announced and Exhibition Launch:**

23 May 2026

**Exhibition Term:**

23 May to 30 August 2026

**Exhibition Expiry:**

30 August 2026

**Collection of Artwork:**

7–8 September 2026

## CONTACT US

If you have any questions or concerns, please contact Perc Tucker Regional Gallery by phone on (07) 4727 9011 or via email at [galleries@townsville.qld.gov.au](mailto:galleries@townsville.qld.gov.au)

Seabastion Toast,  
*How the Light Gets In*, [detail] 2023  
Oil on canvas, 181 x 121 cm  
Winner of the acquisitive Percival Portrait Painting Prize 2024,  
Perc Tucker Regional Gallery, Townsville. City of Townsville Art Collection.  
Accession number: 2025.0001.000



# TERMS AND CONDITIONS

## 1.4. JUDGING AND AWARDS CATEGORY

### JUDGING

#### Pre-selection process

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

The number of Artworks selected to progress to the finalist's Exhibition will be at the discretion of the pre-selection panel.

The pre-selection panel reserves the right to select works for the Exhibition and to reject entries that do not comply with the eligibility and entry requirements outlined in Clause 1.5 and 1.6.

Council will appoint one (1) external figure to judge the pre-selected Artworks and to announce the prize-winning Artwork.

The external judge's decision will be final.

### AWARDS CATEGORIES

Council will contact the winner on 22 May 2026 by the email provided by the Artist in the online Entry Form to confirm if the Artist will be attending the Exhibition Launch and to arrange for prize payment.

The winning Artwork will also be publicly announced at the Exhibition Launch and via the Council's Platforms following the judge's decision. The main prize is the Percival Portrait Painting Prize Totalling to **\$40,000**.

Additionally, the external judge will recognise a Highly Commended Artwork at the Exhibition Launch.

## 1.5. ENTRY

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

Entry is open to all local, interstate and international Artists, of all ages.

Council employees and family members have the ability to submit an entry in this Competition, however, they will not be eligible to win any prize associated with this Competition.

Entry is limited to **three (3)** pieces of Artwork per Artist. Third Parties

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

Artists can submit up to three Artworks using a single SmartyGrants application form.

When completing the SmartyGrants application form, simply:

1. Select the number of Artworks you wish to submit (1, 2, or 3); and
2. For each artwork, fill in the relevant details, including but not limited to:
  - a. Sitter's name(s)
  - b. Artwork title
  - c. Year created
  - d. Medium
  - e. Dimensions
  - f. A short description or statement about the artwork
  - g. Upload images of the artwork

Each Artwork will have its own dedicated section within the Entry form for Artist's to provide complete information for each piece individually.

All Artwork must be submitted with a Sitter Consent Form to Entry the Competition.

All Applicants must pay the Administrative Fee outlined in Clause 1.8 to enter the Competition.

All submitted Artworks must have been created within the past two years (June 2024 to June 2026). This requirement will be verified during the entry process by the pre-selection panel. The purpose of this guideline is to encourage the submission of new Artwork for each Exhibition, to prevent the repeated entry of the same pieces each year.

Entry Forms are to be submitted no later than **5pm AEST 20 January 2026**.

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

Entry in the Competition is through pre-selection from photographs and digital image/s of each Artwork submitted online.

With reference to Clause 1.1, Artists are **NOT** to submit physical works of art for the pre-selection process.

Artists will be notified by email of the outcome from pre-selection on or before **5pm AEST 20 February 2026**.

## 1.6. ARTWORK ELIGIBILITY

For Artwork to be eligible for consideration in this Competition, Artists are required to submit the following:

#### For pre-selection:

- A digital image of the Artwork (in .TIFF or .JPEG format only); and
- A fully completed online Entry Form.
- A signed Sitter Consent Form.

#### If your Artwork is selected for Exhibition:

All Artworks selected to progress to Exhibition must be suitably framed. The maximum allowance for Artworks accepted into this Competition is 200 cm by 200 cm. Dimensions apply to the entire work of Art (including framing). Strict compliance for dimensions must be adhered to, as any changes to Artwork dimensions impact floor plans and the Exhibition layout.

Suitably Framed includes but is not limited to, Artworks painted on fabric or canvas appropriately stretched and fitted with appropriate hanging hardware.

Flat D-rings are required to be installed on the back of the Artwork for hanging purposes. Council reserves the right to remove any other hooks or wires. Artworks that exceed this size will not be eligible.

Artworks may be a multi-panel work as long as the overall dimensions do not exceed the size limit above.

#### All Artwork submitted must comply with the below eligibility requirements:

All Artwork must be a 2D portrait of a Human Subject Painted From Life, with the subject known to the Artist, aware of the Artist's intention and having at least one live sitting with the Artist. Photographs and sketches may be taken as reference to complete the Artwork.

All Artwork must be appropriate for public viewing. Artwork must not contain any of the following:

- Deceased Persons;
- Graphic or violent content;
- Explicit content;
- Illegal activity;
- Adult and Child Nudity;
- Discriminatory imagery;

- Offensive symbolism; or
- Content that could be considered bullying and/or harassment.

A Sitter Consent Form is required submitted online through SmartyGrants to prove that the Human Subject of your Artwork has consented to being painted. The form is available to download from [The Percivals website](#).

All Artworks must use traditional painting materials, specifically oil paint, acrylic paint, gouache paint or watercolour. No alternative materials are permitted.

The Artist warrants that the materials utilised to create the Artwork comply with Council's above requirements. Should Council discover that alternative materials have been utilised, Council may determine the Artwork as ineligible to receive prizes from this Competition.

All Artworks entered by the Artist must be the original work and concept of the Artist.

Council reserves the right to reject entries that do not comply.

## 1.7 EXHIBITION

Selected Artworks will be put on display for the duration of the Exhibition, **23 May until 30 August 2026** and must not be removed before **7 September 2026**.

## 1.8 ADMINISTRATION FEE

All Applicants must pay the non-refundable administration fee of **\$44.00 AUD per Artwork**.

Should an Artist submit more than one piece of Artwork, they will be required to pay the administrative fee for each piece of Artwork.

**Payment must be made by 5pm, AEST 20 January 2026, by the following means:**

- 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);
- TicketShop by telephone on (07) 4727 9797; or
- TicketShop by online payment at [ticketshop.townsville.qld.gov.au](https://ticketshop.townsville.qld.gov.au)

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.

## 2. ARTWORK IN EXHIBITION

### 2.1 DELIVERY OF ARTWORK

Artists who have progressed to the Exhibition stage must deliver their Artworks to the Exhibition Location, on **5 to 7 May 2026**.

For Artworks being hand-delivered, delivery must be made between 9am to 5pm on 5 to 7 May 2026.

All deliveries must be labelled as follows:

**RE: PERCIVAL PORTRAIT PAINTING PRIZE**

**Your full name:**

**Artwork title:**

**Delivery address:**

*Perc Tucker Regional Gallery  
253 Flinders St, Townsville QLD 4810*

**Photo of artwork:**

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

### 2.2 PACKAGING AND FREIGHT

All Artwork must be securely packed, and suitable for return.

For Artists delivering their Artworks in person, if they are not suitable wrapped with protective packaging (suitable for travel), they will not be accepted.

Artworks that arrive damaged will not be accepted or displayed in the Exhibition.

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 any and all insurances during transit for Artworks selected for the Exhibition.

After the Exhibition Expiry, Artworks being returned to the Artist, must be collected from the Exhibition Location during business hours on **7 and 8 September 2026**.

Upon collection of the Artwork, the Artist must sign a collection receipt. If another person or carrier is collecting on behalf of the Artist, the Artist must provide written authorisation for that person to collect the Artwork, in writing to Council five (5) working days prior to collection.

Where arrangements have not been made for collection or return freight by 5pm on 8 September 2026, Council reserves the right to sell or otherwise dispose of the Artwork on the expiration of thirty (30) calendar days from Exhibition Expiry.

### 2.3 PRICING AND SALE OF ARTWORK

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.

Council will charge a 30% commission on each Artwork sold at Exhibition. The Artist must take the commission into account when setting their sale price as the sale price will include the commission to be charged by Council.

Should Artwork submitted in the Competition be sold, the net sale proceeds will be paid to the Artist within thirty (30) calendar days of Exhibition Expiry. Payment will be made in Australian dollars.

## 3. INSURANCE

Each Artist is responsible for maintaining their own insurance cover during transit.



Council will upon receipt of the Artwork:

- a) maintain agreed insurance cover against loss, damage, theft and destruction of the Artwork for the period of the Exhibition; and
- b) ensure that such insurance is for a sum not less than the agreed value of the Artwork; and

The Artist acknowledges that, if the Artwork is subject to loss, damage, theft and or destruction, Council may be required to lodge a claim with our Insurer and settlement for the loss, damage, theft and or destruction will be facilitated by the Insurer.

The Artist agrees that the Agreed Value is the Artist's sole remedy in respect of any loss or damage to the Artwork or in the event the Artwork is stolen.

## 4. INTELLECTUAL PROPERTY

### 4.1. ARTIST'S GRANT OF LICENCE

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

If an Artist's Artwork is selected for the Exhibition, the Artist agrees to grant Council an irrevocable, royalty free, non-exclusive, non-transferrable licence to utilise their IP to digitise, publish, adapt, manipulate and communicate the Artwork for the sole purpose of complying with the Council's obligations and responsibilities under these terms and conditions for the Exhibition Term.

If an Artist's Artwork is selected for the Exhibition, the Artist grants Council an irrevocable, royalty free, non-exclusive, non-transferable licence to utilise the Artist's IP on the Council's Platform for promotional purposes of Council (including but not limited to, advertising the Exhibition such as on social media platforms, television, print, press, email and Council's website and educational purposes) and/or the Artist, at the discretion of the Council. This Clause survives Exhibition Expiry.

### 4.2. ARTIST'S AGREEMENT

In entering the competition, the Artist:

- a) confirms they are the sole owner of the Intellectual Property in connection with the Artwork;
- b) consents to Council photographing/videoing/ digitising images of the recreated Artwork on the Council's Platforms;
- c) consents to the Council displaying their Artist Name, Artwork Details, Artwork Statement and Artist Biography on the Council's Platforms for promotional purposes, both physical and online;
- d) 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
- e) agrees that despite an event of death and/or Sorry Business, their Artwork will remain on display (if selected) for the Exhibition Term.

### 4.3. 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 slightly cropping the Artwork to fit on documents.

### 4.4. 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; and
- (b) include consent from the custodians of that community.

## 5. PRIVACY COLLECTION NOTICE

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 *Local Government Act 2009* for the purpose of selecting, exhibiting and promoting submitted Artworks in the Competition events, displays and public programming. Details will only be retained for the purpose of the Exhibition.

By participating in this Competition, you are consenting to Council disclosing your personal information to the pre-selection panel and, if you have elected to make your artwork available for sale to the public, disclosing your personal information to the buyer. Council will not otherwise 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. Your personal information will not be disclosed to overseas recipients.

For further information about how we manage your personal information, or to access or amend your personal information, please see our Information Privacy Policy available on the Townsville City Council website [here](#).

## 6. DEFINITIONS

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

**Agreed Value** means the amount that the Artwork will be insured in the event of the Artwork being lost, stolen or irreparably damaged during the Exhibition Period.

**Artist** means the person who submits an



Entry Form to enter this Competition and who owns the Artwork submitted.

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

**Council's Platform** means webpages, digital advertising, social media etc.

**Close of Business or COB** means 5:00pm.

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

**Exhibition** means The Percival's 2026.

**Exhibition Expiry** means the date specified at Clause 1.3, 30 August 2026.

**Exhibition Launch** means the event where the winner of this competition is publicly announced.

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

**Human Subject** means the subject must be clearly identifiable as human through facial features, body form, or other distinguishing characteristics. Abstract or stylised representations are acceptable, provided the human subject remains discernible.

**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;

**Painted From Life** means that the Artist has created the portrait by directly observing the person in real time, rather than working solely from photographs, imagination, or other references.

**Party** means the Artist and Council.

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

**Sitter** means the individual or individuals who are the subject of the portrait.

**Sitter Consent Form** means the form submitted online through SmartyGrants to prove that the subject of your Artwork has consented to being painted.

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

**Third Parties** means any individual/s or Companies that are not a part of these terms and conditions.

**Two-Dimensional Art** means art that exists in two dimensions, including, but not limited to drawings, paintings, prints and photographs and can be created using a variety of mediums such as pencil, oil, acrylic, watercolour, pastels, charcoal, and ink.



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*How the Light Gets In, [detail]* 2023  
Oil on canvas, 181 x 121 cm  
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Accession number: 2025.0001.000



# THE PERCIVALS 2026

23 MAY – 30 AUGUST 2026

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PORTRAIT PAINTING PRIZE



## APPLY NOW

[townsville.qld.gov.au/percivals](https://townsville.qld.gov.au/percivals)