

# John D Bowe Art Prize 2026 Terms & Conditions

## Terms and Conditions

1. The terms and conditions contained herein, together with any other information on how to enter and win the award in the prize referred to as the “John D Bowe Art Prize” or such other similar reference (“Prize”), comprise the terms and conditions (“Terms and Conditions”) to which you submit when entering the Prize.
2. If you submit an entry to the Prize or read the Terms and Conditions and thereafter take any steps howsoever with respect to submitting an entry to the Prize, or otherwise participate in this Prize, you are deemed to have accepted these Terms and Conditions and for the purposes of these Terms and Conditions you are referred to as an “Entrant”.
3. The Promotor is Royal Flying Doctor Service of Australia (Queensland Section) Limited (ABN 80 009 663 478) of 12 Casuarina Street, Brisbane Airport QLD 4008 (“Promoter”).

## Eligibility

4. An Entrant must have been a resident of Queensland for at least one year prior to the start of the Submission Period to enter the Prize.
5. An Entrant must be the age of 18 years or over to enter the Prize.
6. Employees of Promotor and their immediate family are not eligible to enter this Prize. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.

## How to Enter – Digital Submission

7. The Entrant must submit up to 10 photographs of an artwork that addresses the Prize’s Theme as expanded at cl. 7(d) (“Submission Photographs”). The artwork must:
  - (a) be an original work of the Entrant’s;
  - (b) be in a physical form capable of being photographed (e.g. painting, drawing, engraving, sculpture, photograph);
  - (c) not have won or been shortlisted in any previous art prizes or competitions; and
  - (d) be addressed to the Prize’s theme and purpose, being to invite artists to explore themes relating to Queensland, Queenslanders, and the enduring Queensland spirit that uniquely connects people across the State, thereby contributing to a broader sense of connection, understanding, and community. In doing so, artists are asked to explore the people, places, landscapes, communities, and experiences that shape Queensland life and identity (“Theme”).
8. The Submission Photographs must comply with the following requirements:
  - (a) Dimensions: between 1000px and 4500px on their longest edge;
  - (b) File Size: between 500KB and 8MB; and
  - (c) Format: JPEG (preferred); PNG if transparency is required.
9. The Entrant must complete the online submission form accessible on the Promotor’s website to submit their Submission Photographs (together, the “Submission”). The online submission

form will be accessible to Entrants from the commencement of the Submission Period to the end of the Submission Period.

10. Entrants must provide details of the size and weight of their artwork as part of their Submission. The size and weight of an artwork may impact the Promotor's ability to cover freight costs should such artwork be shortlisted as a Finalist, in accordance with clause 33 of these Terms and Conditions.
11. The artwork may have multiple authors. Where the artwork has multiple authors, this should be identified by the Entrant in the online submission form. Joint authors should not submit multiple Submissions for the same artwork. If an artwork with multiple authors wins the Prize, the Award will be shared between the authors.
12. The Submission Period for the Prize is [25/05/2026] at 12:01am AEST to [12/07/2026] at 11:59pm AEST.
13. A maximum of one Submission is allowed per Entrant.
14. When making a Submission, an Entrant must comply with all applicable laws and regulations and must not submit any image, information, text or other material of any kind whatsoever that:
  - i. is not original material or material in which the Entrant owns copyright, unless the Entrant is authorised by the copyright owner to post or transmit that material for the purposes of the Prize;
  - ii. violates or infringes upon the rights of any other person, including a person's intellectual property or privacy rights;
  - iii. is unlawful, offensive, threatening, abusive, defamatory, derogatory, obscene, vulgar, profane or indecent or that is sexual or pornographic in nature;
  - iv. vilifies, insults or humiliates any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
  - v. identifies any person other than the Entrant, unless the Entrant has obtained the consent of that person to submit the material for the purposes of the Prize and consents to, and submits to the application of these Terms and Conditions as if they applied to that person as an Entrant;
  - vi. advertises or promotes any goods or services, websites, Prizes, or schemes or otherwise for commercial purposes; and
  - vii. is knowingly incorrect, misleading, or deceptive.
15. Promotor will not accept Submissions of artworks that have been made or augmented with the use of Artificial Intelligence.
16. Promotor may, but is under no obligation to, monitor or review the contents of the Submissions and may choose in its sole and unfettered discretion to not promote or show any materials (in whole or in part) for any reason whatsoever including but not limited to that the content is in Promotor's view in any way objectionable or may possibly be in violation of any applicable law or these terms and conditions or not promote or adversely effect in any way Promotor or a Promotor product or service.
17. The Entrant remains liable for the content of any image, information, text or other material submitted as a Submission and indemnifies and holds harmless Promotor against and from any claims whatsoever and howsoever arising with respect to the Entrant's entry.
18. Without limiting any other terms herein, the Entrant indemnifies Promotor and its directors, officers, employees, and agents ("Indemnified Parties") on a full indemnity basis for all direct

and consequential loss, causes of actions, demands, damages, fines, penalties or other costs or expenses of any kind or nature whether monetary or capable of being converted into money, suffered by any of the Indemnified Parties, as a result of, or caused or contributed to by, any act or omission, including any breach of any of these terms and conditions, by the Entrant.

## **Judging**

19. All Submissions will be judged by the Promotor's panel of judges ("Judges"), with one Submission to be chosen as the winner of the Prize ("Winner").
20. Each valid Submission will be assessed by Promotor for creative merit, engagement with the Theme, and technical execution.
21. Submissions will be judged digitally. Judges will independently review Submissions and will collectively agree upon a pool of artworks from which the Winner will be chosen. The Entrants to which the artworks in this pool belong (the "Finalists") will be notified by email and published on the RFDS website from a date to be confirmed by Promotor. The Winner will be chosen by the Judges from the Finalists and announced at the Formal Exhibition Opening to be held on 29 July 2026, or on such date to be confirmed by Promotor. The Winner will be notified by email and published on the RFDS website from a date to be confirmed by Promotor.
22. This is a game of skill. Chance plays no part in determining the Finalists or Winner.
23. The Finalists and Winner may be published across Promotor websites and social media pages following the completed draw and announced via Promotor's websites and social media accounts.
24. The decision of the Judges is final and no correspondence with Entrants about the decision of the Judges will be entered into.

## **Award**

25. The total amount to be awarded for the Prize is AUD\$50,000 ("the Award").
26. The Award is not transferable or exchangeable.
27. Payment of the Award will be made by Promoter to the Winner in Australian Dollars via bank transfer. If the Winner is not residing in Australia at the time of payment, the Winner shall be responsible for the cost of any bank fees, currency exchange or conversion into their local currency. Promotor may refuse to transfer funds to bank accounts, countries or persons that are subject to legal restrictions, sanctions, or embargoes.
28. The Winner will be notified of their win in accordance with the dates set out in 'Important Dates' below.
29. If you are the Winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.

## **Unclaimed Prizes**

30. If the Award is won and unclaimed, the Award will be returned to the Promoter and a new winner will be determined by Promotor's Judges, from the pool of eligible entrants.

## **Exhibition**

31. The Finalists and Winner grant the Promotor permission to display their work at 175 Eagle Street, Brisbane City, QLD, 4000, or an alternative location as decided by the Promotor and

reasonably notified to Finalists and the Winner, from 27 July 2026 and until a date to be announced by the Promotor on the Promotor's website and social media accounts ("the Exhibition").

32. Artworks entered must be available for the duration of the Exhibition, plus installation and removal time. Finalists must make their artworks available for collection by the Promotor from their elected address between 9am and 5pm on a date to be confirmed by the Promotor. Artworks must be clearly labelled with the Finalist's name, address, phone number, and the title of the artwork.
33. For artworks that are no larger than 1m x 1m x 1m and weigh less than 20kgs (the "Stipulated Dimensions"), Promotor will be responsible for and cover the cost of freight of the artwork to and from the Exhibition. For artworks that are larger than the Stipulated Dimensions, Promotor will engage in discussions with the relevant Entrant to seek to come to a reasonable arrangement regarding freighting costs on a case-by-case basis. If such discussions do not result in the Promoter agreeing to cover the cost of freight of an artwork to and from the Exhibition, freight will be at the cost of the Entrant. Finalist artworks that are not freighted to the Exhibition will not be disadvantaged with respect to the judging process and will still be eligible to win the Prize.
34. Unframed or unmounted artworks will only be accepted if they are protected in suitable casing and/or wrapping.
35. Entrants are responsible for insuring their own artworks for the term of the Exhibition, including installation, removal and transport of the artworks. Promotor will not be responsible for insuring the artworks. To the maximum extent permitted by law, Promotor will not be liable in any way for any loss or damage to the artwork sustained during installation, removal, and transportation of the Artworks other than loss or damage arising as a result of the negligence of Promoter or Promoter breaching the Terms and Conditions. To the extent that any liability may arise on behalf of Promotor in relation to loss or damage to the Artworks, to the maximum extent permitted by law, Promotor's liability shall be limited to AUD\$500.
36. Upon arrival at the Exhibition, artworks will be inspected for damage prior to being accepted. Damaged artworks will be returned to the Entrant at the Promotor's expense, and, to the maximum extent permitted by law, Promotor will not be liable in this regard.
37. Finalists and the Winner will be invited to attend the Exhibition. Promotor will not cover any costs incurred by any Finalist or the Winner in attending the Exhibition.

### **Important Dates**

38. All dates in these terms and conditions may be revised by Promotor in its sole discretion. Updated dates will be published on Promotor's website and social media accounts. Promotor will notify Entrants of any relevant date change by email.
39. The Submission Period will commence on Monday, 25 May 2026, and will close on Sunday, 12 July 2026.
40. Judging will occur on an ongoing basis throughout the Submission Period, with shortlisting, panel deliberation and final judging to take place between 13 and 15 July 2026.
41. Finalists will be notified via email on Thursday, 16 July 2026.
42. The Exhibition will open to the public on Monday, 27 July 2026.
43. The Formal Opening of the Exhibition and the announcement of the Winner will take place on Wednesday, 29 July 2026.

44. The Winner will also be notified via email. The Winner will have 7 days to provide Promotor with their relevant details to enable payment of the Award to the Winner by Promotor (e.g. full name, country of residence, bank account details, etc).
45. If the Winner does not provide Promotor with the required details within 7 days, they forfeit any claim to the Award. Another Entrant will be subsequently chosen and notified via email and will have 7 days to respond.
46. The Winner will receive their Award within 3 months of having provided all the relevant details to Promotor (if not earlier).
47. Public announcement of the Finalists and the Winner via the RFDS website will occur on dates to be confirmed by the Promotor.

### **General Terms and Conditions**

48. Promotor reserves the right, at any time, to verify the validity of any Submission and Entrant (including an Entrant's identity and age) and to disqualify any Entrant who submits an Submission that is not in accordance with these Terms and Conditions or who tampers with the Submission process, including where Promotor reasonably suspects that a Submission has been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information or entries that have been submitted through the use of multiple identities, email addresses or accounts. Incomplete, indecipherable or illegible Submissions may be deemed invalid and errors and omissions will be accepted at Promotor's discretion. Promotor's failure, or decision not, to enforce any of its rights at any stage does not constitute a waiver or variation of those rights.
49. Promotor's decision is final and binding, and the Entrant does not have any right to dispute Promotor's decision or grounds for the decision, the Entrant has no right of reply or right to be heard, and these Terms and Conditions can be pleaded in bar to any claim or proceedings brought by the Entrant in any way relating to the Entrant's Submission, Promotor's decision or anything undertaken, submitted or accepted in accordance with, with respect to, or by virtue of these Terms and Conditions.
50. Each Entrant consents to and grants royalty free perpetual licence to Promotor using the Entrant's name, Submission Photograph, likeness, image and voice (including video, film and recording of the same), edit as it deems fit and reproduce in any media for an unlimited period for the purpose of promoting this Prize (including any outcome) on the Promotor website and social media accounts, and promoting the Promotor and any products manufactured, distributed or supplied by or related to Promotor.
51. If the Promotor wishes to broaden the scope of the licence to include uses of the Entrant's name, Submission Photograph, likeness, image and voice (including video, film and recording of the same) for purposes other than for the purposes disclosed in cl. 49, the Promotor and Entrant agree to enter into good faith negotiations to determine the terms of such expanded licence and any applicable licensing fee.
52. If the Prize or judging is interfered with in any way, is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Promotor, including as a result of mechanical, electrical or electronic tampering or fraud, Promotor reserves the right, in its sole discretion, to the fullest extent permitted by law either or both of (a) to disqualify any Entrant, including any Submissions of the Entrant; and (b) to modify, suspend, terminate or cancel the Prize, as appropriate.
53. The Entrant is liable for any cost or liability associated with accessing the promotional webpages including any liability to any internet service provider used, and for the creation and Submission of the Entrant's artwork.
54. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Prize and

Consumer Act (Cth) 2010, as well as under any other similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”).

55. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Promotor (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) the Prize; (b) any technical difficulties or equipment malfunction (whether or not under the Promotor’s control); (c) any theft, unauthorised access or third party interference; (d) any entry, or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Promotor) due to any reason beyond the reasonable control of Promotor; (e) any information, image, text or other material of any kind whatsoever submitted as an entry in this Prize (f) any variation in award value to that stated in these Terms and Conditions; (g) any tax liability incurred by the Winner or Entrant; or (h) use of the prize.
56. Promotor collects personal information in order to conduct the Prize and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. Promotor may, for an indefinite period unless otherwise advised, use an Entrant’s personal information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Entrant. Each Entrant should direct any request to access, update or correct information to Promotor by emailing [competitions@rfdsgld.com.au](mailto:competitions@rfdsgld.com.au).
57. The Promoter accepts no responsibility for any tax implications that may arise for any Prize.
58. This promotion is in no way sponsored by any other entity other than Promotor. Promotor can cancel or modify the promotion at its discretion.
59. By entering in the Prize, each Entrant agrees that the law of Queensland, Australia without regard to conflicts of laws principles will apply to all matters relating to this Prize. In the case of a dispute, the Entrant agrees to submit to the exclusive jurisdiction of the courts of Queensland, Australia, except where, by law, such dispute must be brought in the jurisdiction in which the Entrant is domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction.