

Regulations for an Artwork, Painting and Contemporary Art Contest

Quinta da Boeira – Arte e Cultura, Lda., referred to hereafter as merely the Sponsor, is going to hold an artwork painting exhibition subject the following Regulations.

Whereas:

ONE – Qt^a. da Boeira, as referred to here, Quinta da Boeira – Arte e Cultura, Lda., founded in 1850 (see www.quintadaboeira.pt), also a port wine exporter, is funding the construction of a Five-star Hotel, named the Oporto Boeira Garden Hotel, on the plot adjacent to Qt^a. da Boeira's Palace, in Vila Nova de Gaia.

TWO – The Oporto Boeira Garden Hotel will have 119 rooms and five suites, plus other areas, internal and external, offering free public access to the range of services to be provided by the Hotel.

THREE – The Hotel is scheduled to open during the first quarter of 2019.

FOUR – Within the scope of its activities, the Sponsor is proposing to promote and encourage, within the areas of the Hotel accessible to the public, cultural events, especially examples of art and exhibitions.

FIVE – On the Hotel's premises, in addition to a variety of decorative items, the Sponsor intends to exhibit paintings on different themes, as well as sizable sculptures.

SIX – As far as the paintings are concerned, a variety of materials will be used in the exhibition's works, including for example oils, pastel, watercolour and acrylic, and as far as the sculptures are concerned, stone, marble, glass, paper, cardboard or any metal and others.

SEVEN – The exhibition includes a collective display for sales of art, to take place on the Hotel's premises once open, for a fortnight from that date.

These Regulations have been produced, subordinated to the following standards:

1 - EXHIBITORS

- a) Painters and sculptors of any nationality may participate whether or not they live in Portugal.
- b) Each exhibitor may display a maximum of two works in the exhibition.

2 - MATERIALS AND DIMENSIONS

2.1) MATERIALS

The materials to be used are those defined in clause SIX, above; paintings may be on canvas, paper, glass, wood, copper or any other material and others.

2.2) DIMENSIONS AND MOULDING OF WORKS

- a) Pictures shall be no smaller than 40 cm × 50 cm and no larger than 200 cm × 400 cm, and shall be displayed by exhibitors already duly framed.
- b) 10% variations on the dimensions stated in the previous sentence.
- c) Indoor sculptures shall be of a minimum size identical to those in part a) of 5.1, and no larger than 100 cm × 50 cm; outdoor sculptures shall have a base no larger than 150 cm and a height of no higher than 250 cm.

3 - TIMEFRAMES FOR EXHIBITOR REGISTRATION DISPLAYING WORKS, RECEIPT PERIOD AND INSURANCE

3.1) The timeframe for exhibitor registration ends on 31st March 2018.

- a) Exhibitors may register by e-mail to **obghotel@gmail.com** until midnight (Portuguese timezone) on the date stated in 3.1, giving their full identity (name, ID card or passport number, home address and contact telephone number), registration after that date rejected.
- b) Simultaneously with registration, exhibitors shall list the works they intend to display.
- c) By e-mail sent to each exhibitor, the Sponsor will acknowledge registration within 5 working days of receipt, attaching these Regulations and a power of attorney if the exhibitor is to be represented by an assignee when bringing and displaying their work(s).

3.2 - DELIVERING AND DISPLAYING WORKS

- a) Works shall be displayed on the premises of Quinta da Boeira, at RUA CONSELHEIRO VELOSO DA CRUZ, 608 – 4400-093 VILA NOVA DE GAIA - PORTUGAL, until 1ST JUNE 2018.
- b) It is vital that works which do not win prizes and/or are not sold are removed by their respective artists within 5 days of the exhibition ending.
- c) If works are not removed within the timeframe stated in the previous part, their respective exhibitor/artist shall be exclusively liable for their storage; the inherent cost will be notified to them, the Sponsor discharged of any liability for damage or harm caused to them.

3.3 - RECEIPT AND RETURN

- a) Each work exhibited shall be labelled, in duplicate, with the period for which it will be exhibited, duly dated, identifying the work's artist, its size and state of conservation, signed by whoever brings it and the receiving party, a copy of the label given to the exhibitor.
- b) As far as this period is concerned, a photograph of each work displayed by the exhibitor and the receiving party forming an integral part thereof, a copy of these Regulations will be sent to each exhibitor or their representative.
- c) When the work(s) is/are returned, a label identical to the one mentioned in parts a) and b) of this point will be provided.

3.4 -INSURANCE

Through an insurance company, Quinta da Boeira shall take out insurance to cover robbery, theft and damage caused to works exhibited, UP TO A MAXIMUM OF €5,000.00 PER WORK; if necessary, EXHIBITORS SHALL TAKE OUT INSURANCE FOR A HIGHER VALUE, assuming inherent costs.

4 - OWNERSHIP OF WORKS BROUGHT TO THE EXHIBITION AND COPYRIGHT

4.1) All works WHICH WIN PRIZES under the terms of these Regulations shall pass into the ownership of Quinta da Boeira, which accordingly, shall not pay their artist any amount or compensation of any kind.

4.2)– COPYRIGHT

- a) Artists who own works which win prizes from the Exhibition Board hereby waive all Copyright, of property nature, especially and inter alia, that described in Articles 40 and 41 of the Portuguese Code on Copyright and similar Rights, notwithstanding Moral Rights described in Articles 56 and 57 of said Code.
- b) In terms of the receipt of works described above, the exhibitor, or the person they appoint with specific powers for the purpose, shall sign a document in duplicate in which, if their work wins a prize and thus, its ownership passes to Quinta da Boeira, Lda, they hereby authorise the company to, exclusively and free of charge, publish, use or explore, at cost, in any way, the work in question, for a period of 20 years, pursuant to the provisions of Articles 40 and 41 of the Portuguese Code on Copyright and similar Rights.
- c) Simultaneously, for the procedures described in the previous part and in 6.4 and 6.5 above, the exhibitor shall deliver, in a sealed envelope, a signed declaration, stating the value which they believe the work(s) is/are worth, for the purposes of selling it/them at the exhibition described in clause Seven and point 7 hereafter, which may only be held following discussions on the award of prizes to works displayed; it must be placed alongside the respective work, so that it may be sold.
- d) The works exhibited shall be sold by the Sponsor, so with regard to the declaration described in part c) above, the exhibitor or their legal representative shall also sign a transfer agreement with the Sponsor so that their work(s) may be sold at the price stated in the declaration.

- e) The Sponsor/Assignee shall pay a commission of 20% + VAT, at the legal rate, and is then authorised by the Exhibitor/Assignor to pay them this amount when they receive a buyer and the work is sold.
- f) The Sponsor/Assignee shall pay the Assignor the price received when the work(s) was/were sold within a fortnight, once it has been received in full, by bank transfer into the IBAN bearing the SWIFT code provided to the Assignee.

5 - EXHIBITION AND ACQUISITION OF WORKS WHICH DID NOT WIN PRIZES

5.1 – The discussions as to the award of the prizes described in point 11 will precede the exhibition of all works brought, and will be held on the Hotel's premises.

5.2 - In addition to the six prize-winning works, on the express understanding that they will be removed from the sale market, works which do not win prizes shall be displayed with the respective price stated when they were brought, under the terms of part c) of 6.8.

5.3 - Quinta da Boeira hereby reserves the right to buy works which did not win prizes, at a value to be agreed on a case-by-case basis, with their respective artista.

5.4 - If Quinta da Boeira buys any work(s) which did not win a prize, such works will be subject to the same system described in the first part of section b) of point 7.2, i.e. they shall be exhibited marked as having been withdrawn from sale.

6 - THE BOARD, ITS CONSTITUTION, QUORUM AND ACTION

6.1) CONSTITUTION

- a) A Board shall be set up with 7 members, one of its members serving as Chairman.
- b) It is hereby understood that Board members shall exhibit works at the exhibition.

6.2) QUORUM

- a) Prizes will be awarded following the discussions and awarded on a majority vote; at least five Board members must attend the meeting; accordingly, the respective minutes shall be kept, which must be signed by all members in attendance.

b) If an equal number of votes is cast following the discussions, the Chairman will have the casting vote.

6.3) ACTION

a) No action may be taken by any entity against Board decisions.

b) The Board's decision as to the award of prizes will be notified to all members by e-mail; that of sellers will be notified by registered letter with return receipt.

7 – PRIZES

7.1) AMOUNTS

a) Six prizes will be awarded, of a pecuniary nature; three for works dedicated to painting and three to sculpture; their total value is €45,000.00 (forty-five thousand Euros), as stipulated in part c) below.

b) If decided thus, the Board may also grant commendations to works which did not win prizes under the terms of the previous part and therefore, without any entitlement to a pecuniary prize.

c) Prize amounts:

1st prize: 15.000,00 Euros

2nd prize: 5.000,00 Euros

3rd prize: 2.500,00 Euros

7.2) – PAYMENTS

a) Prizes will be paid by cheque, at a public ceremony to be held after the Board has made its decision, simultaneously with the opening of the exhibition at the Hotel, the date, time and place of which will be determined and publicised by means of e-mails to exhibitors from public notification bodies 3 days prior to the date it will be held.

b) Quinta da Boeira is responsible for implementing the procedures described in the previous point.

8 - If the number of exhibitors justifies thus, at any time, the Sponsor may bring the registration period described in 6.1 forward, immediately notifying its decision by e-mail, through at notifying bodies, with a payment announcement.

Vila Nova de Gaia, 30th November 2017