



FNB Zambia Visual Arts competition Terms and Conditions

This competition shall encompass Visual Arts that includes the following:

- **two-dimension (2D)** art which constitute mainly drawings, collage, photographs, paintings, prints. Size 2m X 1.5m maximum and A3 size minimum
- **three-dimension (3D)** art which constitutes mainly of sculpture, conceptual arts and mixed media. Size 2m X 1m maximum and 50cm X 50cm minimum

GENERAL MODE OF ENTRY AND SUBMISSION

1. All entries must be accompanied by the half page brief biography, ID (NRC/ passport)
2. The age limit for the competition is not less than 16 years
3. Short write up on the artwork (250 words max) explain the nature of the work and idea behind the work
4. Artist may submit a maximum of (2) two best artworks in their arts portfolio.
5. PDF high quality images will be submitted via visual arts council email: vacart35@gmail.com
6. More information calls National Arts Council office, Lusaka or National Arts Council office, Lusaka, National Art Gallery in Livingstone or Various National Visual Arts Centre in provinces and districts.
7. All the artworks submitted should depict the Zambia at 60th independence.

GENERAL CRITERIA

1. No Portraits will be accepted
2. The artwork should be clearly marked for easy identification
3. Photographs must be labelled
4. All art works must be original and clearly produced entirely by the entrant.
5. Only original source material should be used i.e. Art work should not be copied from pre-existing photographs or other paintings or pictures
6. Work entries should be produced during the course of this year 2024

ADJUDICATION PROCESS

1. All submitted entries will be meticulously reviewed and assessed by a distinguished Panel of Adjudicators.
2. The final nomination results will be determined through a merit-based process, with 100% of the decision by adjudicators.

AWARDS

1. This is a call for all visual artists to submit works of art for FNB Visual Art Competition Awards 2024.
2. The 3 finalists will be given prize money as follows:

1st = K 60,000

2rd = K 50,000

3st = K 40,000

3. The 3 finalist artworks will go in the FNB arts collection and permanent exhibition.
4. A selling exhibition of 50 selected artworks will be scheduled at the Henry Tayali Arts Gallery.

DATA PROTECTION

You acknowledge that personal information (as defined in the Data Protection Act No. 3 of 2021, (“DATA PROTECTION ACT”) which, for purposes of this clause, includes special personal information as defined in DATA PROTECTION ACT) of yourself will be held by entities within the FirstRand group of entities (“the FirstRand Group”).

To understand the entities forming part of the FirstRand Group and how your personal information is treated you must refer to the FirstRand Group Supplier and Business Partner Privacy Notice (“the Privacy Notice”) which forms part of this privacy term. The Privacy Notice is accessible on the FNB Zambia website, or you may contact the Bank to request a copy.

In this clause, references to “the FirstRand Group” are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors-in-title or third parties (authorised agents and contractors), when such Parties are acting as responsible Parties or operators in terms of applicable privacy laws, unless stated otherwise.

By entering into this Agreement and/or by providing your Artwork to the FirstRand Group and/or by engaging with the FirstRand Group for the potential provision of the Services, you acknowledge that the FirstRand Group may, in order to:

- (a) conclude and fulfil contractual terms or obligations to yourself;
- (b) comply with obligations imposed by Law; and/or
- (c) protect or pursue yourself, FirstRand Group’s or a third party’s legitimate interest,
- (d) process your personal information through centralised functions and systems across entities within the FirstRand Group and may use NAS-NAC information for the purposes, in the manner and with the appropriate controls as set out in the Privacy Notice.

Where it is necessary to obtain consent for processing outside of this clause, the FirstRand Group will explicitly seek your consent separately.

The FirstRand Group intends to ensure that you fully understands how your personal information may be used. The FirstRand Group has described the purposes for which your personal information may be used in detail in the Privacy Notice. The FirstRand Group has also set out further information about accessing, correcting, updating or objecting to the processing of your personal information in the Privacy Notice. The FirstRand Group therefore requires each Artist to read and ensure that it understands the Privacy Notice.

DISPUTE RESOLUTION

Any dispute that arises during the award process will be resolved in strict accordance with the FNB Visual Art Awards Guidelines. FNB reserves the ultimate authority in determining the awards, and consequently, no correspondence or intervention from third parties will be entertained.

Consent for First National Bank Zambia Limited to use and obtain ownership of artwork

This letter agreement confirms the terms on which you [INDIVIDUAL'S NAME] (**you**) agree to allow First National Bank Zambia Limited (**the Bank**) to use and take full ownership, for the purposes set out below, the artwork a copy of which is attached as **Error! Reference source not found.** to this letter agreement (**Artwork**), of whom you confirm you are the original artist. You agree that by signing this Consent Form you have agreed to the Terms and Conditions attached to Schedule 2 of this letter agreement.

1. Should you be nominated as one of the top three artists selected and in exchange for a cash prize stipulated in the Terms and Conditions (the Cash Prize), you confirm that:
 - 1.1 Upon receipt of the respective Cash Prize you agree to transfer all ownership rights in the Artwork and grant the Bank exclusive ownership over your Artwork including displaying the Artwork in the Banks offices.
 - 1.2 You agree to us:
 - (a) Having full ownership over the Artwork and storing your contact details on our database in case it we need to contact you; and
 - (b) Not requiring your consent before displaying, disposing of, storing or selling of the Artwork.
2. You can withdraw your consent given in this letter agreement at any time by writing to vacart35@gmail.com. This will not affect the lawfulness of any processing carried out before you withdraw your consent. Further, any withdrawal from yourself will require you to reimburse the Bank with your full Cash Prize received which will be awarded to a subsequent artist.
3. For data protection purposes and in accordance with the Data Protection Act, No. 3 of 2021 we are the controller of (and responsible for) the personal data comprising the Artwork and your contact details and any related personal data in accordance with the Term and Conditions contained in Schedule 2.
4. We will:
 - 4.1 ensure that we comply with the requirements of all legislation and regulatory requirements in force from time to time relating to your contact details and any related personal data.

5. These terms are governed by Zambian law.

Yours sincerely,

.....

For and on behalf of First National Bank Zambia Limited

Accepted and agreed by [NAME OF INDIVIDUAL]:

.....

Date

Please confirm your acceptance of the above by signing both copies of this agreement. Please also include your address and contact details in the space set out below.

[Address:.....]

.....

Email:.....

Mobile:.....