

Usaha Tegas Heritage Art Competition Terms & Conditions

Objectives

- The objectives of the Usaha Tegas Heritage Art Competition ("Competition") are:
 - to encourage an appreciation of national heritage among Malaysian youth;
 - to provide a platform for young Malaysian artists to shine in the local art scene, thus serving as a catalyst for their future growth; and
 - to encourage the growth of the local art scene.

Theme, Goal and Categories

- The theme of the Competition is Malaysian Heritage, which consists of the following sub-themes:-
 - Oral traditions:** Phrases and idioms, folktales, narrated myths and legends;
 - Performing arts:** Folk music, folk dances and dramatic performances;
 - Customs:** Rituals, social practices including ceremonies and festivals;
 - Cultural materials:** Functional objects made by folk groups;
- The goal of the Competition this year is to inspire young Malaysians to appreciate the diversity of our Nation's cultural heritage.
- There are five categories in the Competition, namely:-
 - Watercolor;
 - Oil / acrylic;
 - Charcoal / pencil / ink;
 - Mixed media;
 - Print-making*.(* Print making includes print, lino, woodcut, silkscreen, etching, dry point, photo silk screen, litho cut, aquatin print, tint and emboss print.)

Eligibility

- The Competition is open to all Malaysian citizens who are currently enrolled in educational institutions in Malaysia.

Submission of Entries

- Participants shall create an online entry account to participate in the Competition.
- Artwork shall be submitted to the respective Educational Institutions or courier directly to the Organiser at following address before **9 October 2023**.
Usaha Tegas Heritage Art Competition 2023
Level 37-40 , Menara Maxis, Kuala Lumpur City Centre,
50088 Kuala Lumpur
- Each artwork is required to have a duly completed submission form properly attached to the top right-hand corner of the back of the artwork. Participants must provide a brief description of their artwork via the submission form.

Artwork

- The artwork must feature one of the sub-themes in Clause 2 above.
- The artwork must be in two-dimensional form and the size of the artwork must be between 2ft x 2ft and 3ft x 3ft. A depth of 1-2 inches for an artwork is optional but it has to be mounted. Framing is not encouraged. The Organiser and panel of judges reserve the right to disqualify artwork that exceed the stipulated size.
- The participants may apply art movements.
- All works arising from and in relation to the artwork must be an original work by the participant and which has not been exhibited, published, submitted for other contests or competitions, reproduced or shown in any manner whatsoever previously and shall strictly conform to the requirements stated herein. Artwork that does not comply with the requirements and terms and conditions of the Competition shall not be admissible or considered for the Competition. Without prejudice to the foregoing, the participant shall be strictly prohibited in submitting work that:
 - is reproduced (in any manner) by copying from online photographs;
 - is in breach, or may give rise to an infringement, of copyright (or is reasonably considered by the Sponsor and/or the Organiser to create a risk of infringing upon a copyright);
 - contains any defamatory, immoral, offensive or unlawful content including provoking racial and religious hatred.
- Participants shall not at any time (including after the Competition) publicise or make available in any medium (including but not limited to social media, newspapers, magazines, television, or radio) their artwork or copies thereof, unless the prior written consent of the Sponsor and/or the Organiser has been obtained.
- Participants are encouraged to use creativity, imagination, own photographs or sketches and onsite work.
- Paintings, drawings, prints and mixed media constructions are acceptable. However, digital art, photographs, video or sound art are not acceptable.
- Participants may submit multiple artwork for each category of the Competition. However, a participant shall be entitled to win only one prize in each category.

Judges and Judging Criteria

- Each Educational Institution will first appoint its own internal panel of judges in respect of the selection of artwork for the preliminary round.
- Renowned judges will be selected and appointed for the final round of judging by the Organiser.
- The decision of the judges will be final and binding on all participants.
- The artwork will be judged based on the following parameters:-

Originality / Creativity	-	30%
Clarity / Interpretation	-	30%
Expression / Picture Impact	-	20%
Technicality / Composition	-	20%

Prizes

- | | | | |
|-----|-----------------|---|------------------|
| (a) | 1 x 1st place | : | RM 8,000 cash |
| (b) | 1 x 2nd place | : | RM 3,000 cash |
| (c) | 1 x 3rd place | : | RM 2,000 cash |
| (d) | 2 x consolation | : | RM 500 cash each |

In addition, an award certificate and RM500 worth of TGV Cinema vouchers or equivalent will be provided to all winners.

- Notwithstanding Clause 21, the Sponsor and/or the Organiser reserves the right not to award any of the stipulated prizes should the entries fail, in the judges' opinion, to meet the required standards.
- All winners will be notified by phone and email during office hours (Monday – Friday, 9am-6pm) by **15 November 2023**.
- A prize presentation ceremony will be held in Kuala Lumpur at a stipulated date and venue where the winners will be invited to attend.
- The Organiser may, at the absolute discretion, provide appropriate travel reimbursement for outstanding winners and for one representative from the Educational Institution which the outstanding winners are enrolled with, to attend the prize presentation ceremony.
- In the event of any breach of these Terms and Conditions, the Sponsor and/or the Organiser shall be entitled to the return of all the prize monies awarded to the selected winners as well as all costs, expenses and/or damages incurred in recovering the same.

General

- The submission of an entry form to the Competition signifies the acceptance of these Terms and Conditions.
- The Sponsor reserves the right to vary, modify and/or amend any of these Terms and Conditions at any time.
- The Sponsor and/or the Organiser reserves the right to cancel or postpone the Competition at any time without any notice and without any liability whatsoever to whosoever.
- Entry form and/or submission form which are incomplete, late and/or illegible and artwork that is late and/or does not comply with the Terms and Conditions shall be disqualified.
- Any participant who plagiarises any artwork, or suspected of producing plagiarised artwork shall be disqualified from the Competition and shall also be prohibited from participating in any Usaha Tegas Heritage Art Competition in future.
- All decisions made by the respective Educational Institutions and the Sponsor with regard to the Competition shall be final and binding.
- Ownership of all works (being original work by the participant) submitted pursuant to this Competition, including but not limited to the copyrights and moral rights therein, shall belong to the Sponsor who shall thereafter have the exclusive right to license, retain, reproduce, adapt, modify, circulate, distribute, publish or exhibit the artwork or otherwise deal with the same in any manner it deems fit, carrying out any promotional or publicity events without having to obtain the participants' consent, pay, compensate and/or reimburse the participants for their artwork.
- The Sponsor and/or the Organiser may, at its absolute discretion, select and/or commission participants of the Competition to produce further artwork on terms to be decided thereat.
- The Sponsor and the Organiser shall not be responsible nor shall they accept any liability of any nature and however arising or suffered by the participants and/or any third party resulting directly or indirectly from the Competition or for any loss of or damage to the artwork and/or entries before, during and or after the Competition.
- Each participant undertakes to indemnify the Sponsor and the Organiser from and against any and all liabilities, losses, damages, costs and/or expenses incurred and/or suffered by the Organiser and/or any party arising out of a breach of these Terms and Conditions and/or in relation to the works submitted by such participant.
- Each participant agrees to promptly provide any documents or reasonable assistance as may be required for the purpose of obtaining, defending, and enforcing the Sponsor's rights in the work.
- No failure or delay by the Sponsor and/or the Organiser in exercising or enforcing any of the Terms and Conditions herein shall operate as a waiver of such power, right or provision nor shall the knowledge or acquiescence of the Sponsor and/or the Organiser hereto of any breach of the Terms and Conditions constitute a waiver of the Terms and Conditions.
- These Terms and Conditions shall be governed by the laws of Malaysia and the participants agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.