

- a. The Banditto Residency Prize is organised by Banditto Art, an association for emerging artists as well as established artists to sell their artwork, and to assist collectors find investment pieces to add to their portfolios.
- b. It aims to reveal and promote talented artists who have yet to establish a profile on the contemporary international scene.
- c. Its function is to discover artists, and it is open to any artist, amateur or professional, with no limits on age (under 18's are required to obtain written consent from their parent/guardian before entering), nationality or place of residence.
- d. The ambition of the Prize is to accelerate the careers of little-known artists by providing an international gallery quality exhibition space for a group exhibition by the finalists and an exclusive professional network, of which winners become members for life free of charge.
- e. The Banditto Residency Prize consist of two awards in every round: the Main Residency Prize and the Emerging Art Prize.

1. Main Prize - 10 day residency in our Galleria in beautiful Montefollonico, Tuscany (IT)

This includes:

- Flights, rental car, free usage of our vintage scooter, 10 day stay in our galleria (breakfast included).
  - Welcome dinner with art collector and owner of Banditto Art.
  - Group exhibition hosted by Galleria Banditto
  - Editorial coverage in Banditto Mag; a collectors magazine
  - \$200(USD) art supplies vouchers
2. Emerging Art Prize x 2 (two finalists will win this prize each)
- Group exhibition hosted by Galleria Banditto
  - Editorial coverage in Banditto Mag; a collectors magazine
  - \$100(USD) art supplies vouchers

f. Works submitted to the Banditto Residency Prize may be in any medium: drawing, printing, installation, painting, photography, digital art, sculpture, mixed media, decorative art (textiles and material, glass, wood, metal, ceramics, mosaic, paper or other techniques).

g. No specific theme is imposed on the works of art submitted by the artists.

### 1. Call for submissions

1.1. A call for submissions aimed at all artists (with no limits on age, nationality or place of residence) able to submit contemporary production is published on the Prize website ([www.bandittoart.com](http://www.bandittoart.com)) and publicised more widely on the Internet.

1.2. Candidates must submit their applications electronically via the application form provided at [www.bandittoart.com](http://www.bandittoart.com) before the date stipulated at 23:59:59 (CST). Winners will be announced by the date provided on the Banditto Art website.

1.2a If at any time an applicant wishes to withdraw from the Banditto Residency competition, we will offer a full refund within 30 days of the entry date. Refunds will be made by the same method of payment. Please include your Order Reference Number as proof of purchase. Please email us at [info@bandittoart.com](mailto:info@bandittoart.com) and explain that you would like to withdraw.

1.2b If you wish to withdraw after the winners are presented, or if you enter the competition but fail to send your work, a refund cannot be processed.

1.3. An additional period of a few days may be granted to candidates, though this is neither mandatory nor systematically applied, to enable them to complete their applications and to meet the level of quality required.

1.3a If such an additional period is granted, it will be mentioned to participants via email and will be granted to all.

1.4. There are only **up to three works** allowed per entry fee.

1.4a If you are entering a **series**, this is considered as **one work**. We recommend submitting one image which shows the whole series together.

1.5. When your application is complete, this is automatically indicated by the server in your application space and you will receive an email message confirming that your entry is ready and there is nothing left to do.

1.6. The application, which is filled in completely online via the form on the website, must include the following information:

- An administrative profile that contains personal information such as the candidate's name and surname, and their email address.
- An artistic profile that details the candidate's artistic approach and biographical elements/artist statement.
- A presentation with one or more high-quality digital photos of the works proposed by the artist

1.7. At least one work must be presented in the submission for it to be accepted.

1.8 There is no maximum limit on the number of works that can be presented in a submission.

1.9. Entry for Banditto Art Prize is subject to the prior payment of an entry fee to be paid online and acceptance without reservation of these Rules.

1.10. The handling fee to be paid by candidates is \$40 (USD) (Unless a discount code has been provided by Banditto Art) via the payment options available upon application, to take part in one edition of the Banditto Residency Prize.

1.11. The registration fee remains valid in all cases, except in the exceptional cancellation circumstances referred in 1.2a and 1.2b of these regulations. The registration fee is paid in full to a company specializing in information technology that uses its expertise and know-how to manage the secure online application submissions. VAT (Value Added Tax) may apply, depending on the country of the candidate.

1.12. The entry can only be accepted if the submission criteria are met and the required information is enclosed.

1.13. Candidates may update and complete their submissions online as many times as necessary until the deadline for submissions. Any amendments to a submitted entry can be made by emailing our team.

1.14. Any artists mentioned or featured on the Banditto website and/or communication are in no way available for direct queries by any entrant/invitee. Should they be contacted on an individual or personal basis, it will be viewed as an attempt to gain an unfair advantage in the competition, and Banditto Art remains the right to discard the entrant's submission without refund, and ban the artist from any future entries.

1.15. In order for the application file to be examined by the selection committee, the entry fee must be paid by the deadline for the call for submissions.

1.16. NOTICE: All incomplete applications will be discarded by the selection committee, subject to article 1.2 of the regulations.

1.16a. Any additional information provided by the applicant after the deadline for submissions will be refused.

1.17. Candidates who provide untrue information, who are not the creator of the works they present or who pay the entry fee through fraudulent means will be banned from entering the Banditto Residency Prize for life.

## **2. Selection of the finalists**

2.1. The finalist artists will be selected at the discretion of the artistic committee on the basis of the entries submitted online by the candidates.

2.2. The artistic committee/judging panel of the Banditto Residency Prize consists of respected art collectors with an international reputation and one or more qualified members.

2.3. The qualified members may be curators or directors of art museums or foundations, journalists, art critics, art historians, gallery owners, exhibition curators, collectors, artists, intellectuals, writers or service providers in the art world.

2.4. At least 100 (one hundred) candidate artists will be long listed by the artistic committee, and from this there will be 15 finalists selected. From the finalists, the Judging Panel will select the top three entries for the awards of the Banditto Residency Prize (main and emerging).

2.5. This number of finalists may be increased without prejudice on an exceptional basis if it proves particularly difficult to distinguish between the candidates.

2.6. The selection of the winners will be announced no later than the date provided, and will be posted on the Banditto Art website, on social networks and individually by e-mail to the addresses given by the finalist artists in their respective submissions.

2.7. An additional selection of artists will be made in order to constitute an unpublished waiting list.

2.8. The artists placed on the waiting list are not informed that they have been placed on the waiting list.

2.9. If any of the finalists are unavailable or decide they do not wish to take part before the group exhibition, the artistic committee meets and selects the artist on the waiting list who is best able to replace the missing finalist.

2.10. The artist on the waiting list who is chosen will then become an official finalist, replacing the missing artist, who will permanently lose the status of finalist.

2.11. The judging panel does not issue individual opinions on the submissions, but only an overall assessment and statistical data on all the entries received.

2.12. The judging panel members are not to be contacted directly by any entrant/invitee as this will be viewed as an attempt to sway the votes/gain an unfair advantage. Any artist doing so will have their entry discarded at Banditto Art's discretion and be banned from any further submissions for the Residency Art Prize.

## **3. Finalists' exhibition**

3.1. The finalists take part in a group exhibition at the location and on the dates agreed upon by the artist and galleria once the winner is announced.

3.2. Each finalist artist must exhibit the work selected by the Banditto Residency Prize artistic committee/judging panel.

3.3. This work must be included in the submission completed by the candidate and may under no circumstances be replaced by another that was not part of the submission.

3.4. The final choice of the work selected for each finalist, and the way it is presented in the group exhibition, will be decided by the artistic committee.

3.5. The artistic committee/judging panel reserves the right to refuse any work that does not match the submission or the description on the basis of which it was selected.

3.6. All works exhibited must remain in place throughout the group exhibition and cannot be replaced by others unless they are destroyed or damaged accidentally.

3.7. In the exhibition space, an area easily accessible by the public will be reserved for the finalists to display business cards or any other personal promotional materials. No other areas of the exhibition space may be used for this purpose.

## **4. Finalists' expenses**

4.1. The costs associated with travel to and accommodation in the Galleria, Tuscany, Italy for the winning artist and one other person of their choice are paid by the Banditto Art for a period not exceeding 10 (ten) days excluding travel time.

4.2. Banditto Art arranges flights, accommodation (breakfast daily included), and transport for the winner of the Residency.

4.3. The winning artist and their companion (a parent or guardian for any winner under 18 years old), must have the same arrival and departure points and dates.

4.4. The Organiser sends any other required information to the finalist artists and their companions within 10 (ten) days before the opening of the finalist artists' group exhibition.

4.5. Artists selected for the exhibition will be responsible for all transportation (delivery and collection to the Galleria) as well as insurance costs of artwork.

4.6. The candidates are required to research as early as possible whether their journey to the Galleria, Tuscany, Italy will need a passport and possibly a visa.

#### **5. Award of the Banditto Residency Prize (1 x main prize, 2 x emerging artist prizes)**

5.1. The Banditto Residency Prize is awarded by the judging panel.

5.2. The members of the final jury may be curators or directors of art museums or foundations, journalists, art critics, art historians, gallery owners, exhibition curators, collectors, artists, intellectuals, writers and/or service providers related to the field of art.

5.3. Each jury member declares on his or her honour that he or she has no personal relationship with the finalist artists.

5.4. Each jury member awards each finalist artist a score corresponding to a number of points ranging from 1 (for the lowest-placed artist) to a number of points corresponding to the total number of finalists (for the highest-placed artist).

5.5. Each jury member may only award each score once.

5.6. The Winner is the artist who is awarded the most points by the members of the judging panel.

5.7. If there is a draw, the vote will be repeated for the artists placed equal until a Winner is chosen.

5.8. The number of points obtained by the finalist artists is not published and is not communicated to the finalist artists.

5.9. The winner of the Banditto Residency Prize is awarded the relevant prize as per regulations e1 and 2.

5.10. In accordance with regulations, the award cannot be paid in cash or via money transfer services.

#### **6. Identification of the works submitted by the finalists**

6.1. All the works submitted to Banditto Art must be clearly identified with the full name of the artist, the title of the work and year of production, with, if necessary, an indication of hanging direction (top and bottom markings).

#### **7. Storage of the works**

7.1. The works selected by the artistic committee will be exhibited to by Banditto Art and will also be showcased to their database of art collectors. The Galleria is due 50% commission of any artwork sold. However, depending on the size of the artwork as well as how many pieces are exhibited by each artist, this fee is negotiable at time of awarding the prize.

7.2. The works are entrusted to the organizer for a period of 3 months. They will be returned to the artists once this period has expired.

#### **8. Transport of the works**

8.1. The transport and handling of the works exhibited by the finalists and the Winner are organised and paid for by the respective artists from the addresses given by the artists in their respective submissions to the Banditto Galleria, Tuscany, Italy. Banditto Art will cover the transportation costs of the artwork to be returned to the addresses given by the artists in their respective submissions.

#### **9. Insurance**

9.1. The respective artists are responsible for taking out insurance against damage in transport, theft, fire and deterioration for the works exhibited or not.

9.2. The finalist artists releases Banditto Art from any responsibility for any damage that could have been covered by insurance taken out by the artist.

#### **10. Returning the works**

10.1 Within thirty (30) days of the expiry of the period of 3 (three) months described in paragraph 7.2 of article 7 above, works will be returned to the artists at the addresses given by the artists in their respective submissions under the terms of article 8 above.

#### **11. Communication**

11.1 Press and public relations are handled by Banditto Art and its partners.

11.2 The artists taking part in the Banditto Residency Prize give them the right to reproduce the information presented in their submissions free of charge in perpetuity for promotional purposes in any medium, electronic or not (press releases, websites, social networks, catalogues, mobile applications etc.).

#### **12. Postponement, cancellation**

12.1. The Banditto Art reserves the right to postpone or cancel the Banditto Residency Prize if circumstances require it, e.g. if the submissions received do not allow for a selection of finalist artists meeting the quality criteria of the artistic committee/judging panel.

12.2. In the event of an exceptional cancellation following a case of force majeure as defined in article 14 below, the entry fee will be refunded in full to the candidates.

12.3. Banditto Art cannot be held liable for any postponement or cancellation.

#### **13. Personal data**

13.1. The artists expressly agree to their personal data being processed for the purpose described by computer, by Banditto Art in the terms of GDPR on personal data protection. The General Data Protection Regulation (EU) 2016/679 ("GDPR") is a regulation in EU law on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA). It also addresses the export of personal data outside the EU and EEA areas. The GDPR aims primarily to give control to individuals over their personal data and to simplify the regulatory environment for international business by unifying the regulation within the EU. Superseding the Data Protection Directive 95/46/EC, the regulation contains provisions and requirements pertaining to the processing of personal data of individuals (formally called data subjects in the GDPR) inside the EEA, and applies to an enterprise established in the EEA or—regardless of its location and the data subjects' citizenship—that is processing the personal information of data subjects inside the EEA. Data subjects have the right to request a portable copy of the data collected by a processor in a common format, and the right to have their data erased under certain circumstances. Public authorities, and businesses whose core activities centre

around regular or systematic processing of personal data, are required to employ a data protection officer (DPO), who is responsible for managing compliance with the GDPR. In accordance with this law, Banditto Art embeds six privacy principles within their operations:

- Lawfulness, fairness and transparency

Transparency: Tell the subject what data processing will be done. Fair: What is processed must match up with how it has been described. Lawful: Processing must meet the tests described in GDPR [article 5, clause 1(a)].

- Purpose limitations

Personal data can only be obtained for “specified, explicit and legitimate purposes” [article 5, clause 1(b)]. Data can only be used for a specific processing purpose that the subject has been made aware of and no other, without further consent.

- Data minimisation

Data collected on a subject should be “adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed” [article 5, clause 1(c)]. In other words, no more than the minimum amount of data should be kept for specific processing.

- Accuracy

Data must be “accurate and where necessary kept up to date” [article 5, clause 1(d)]. Baselining ensures good protection and protection against identity theft. Data holders should build rectification processes into data management / archiving activities for subject data.

- Storage limitations

Regulator expects personal data is “kept in a form which permits identification of data subjects for no longer than necessary” [article 5, clause 1(e)]. In summary, data no longer required should be removed.

- Integrity and confidentiality

Requires processors to handle data “in a manner [ensuring] appropriate security of the personal data including protection against unlawful processing or accidental loss, destruction or damage” [article 5, clause 1(f)].

13.2. In the form for creating an application, candidates are required to agree to the electronic processing of their data for use in the services required.

13.3. In accordance with article 28 of the 2002 Law, candidates have the right to access, object to and correct data held about them in the application area dedicated to each candidate.

13.4. The artists acknowledge and accept that their personal details may not be communicated to third parties except where required in application of a legal or regulatory provision or for the normal organisational purposes of the Banditto Residency Prize and the events associated with the Banditto Residency Prize.

#### **14. Force majeure**

14.1. The Parties will not be responsible for failure to execute their obligations if a case of force majeure arises, defined as any unpredictable, unpreventable event arising from circumstances external to the Parties.

#### **15. Applicable law**

15.1. These Rules are subject to EU law. Any disputes that may arise between Banditto Art and the artist(s) will be submitted to the competent courts in the judicial district of the Montefollinco. However, Banditto Art reserves the right to take action before any other competent court.

#### **16. Acceptance**

16.1. The artist declares that he or she has read these rules and expressly accepts them in full and without reservation.