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## KING & WOOD MALLESONS AWARD CONTEMPORARY ATSI ART PRIZE

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### Notice to Purchasers - Terms & Conditions

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT CONCLUDE A PURCHASE OF THE ARTWORK UNTIL AFTER THE ARTWORK IS RETURNED TO THE ARTIST'S CUSTODY.

The Artists whose Artwork is displayed as a finalist at the King & Wood Mallesons Contemporary ATSI Art Prize at NSW Parliament House during September 2018 accepted the Terms & Conditions of the ATSI Art Prize when submitting their work for consideration. A copy of the [Terms & Conditions](#) can be found [here](#).

By purchasing that Artwork from the Artist prior to the return of the Artwork to the Artist's custody, you acknowledge and agree that:

1. Any purchase of the Artwork is solely between yourself and the Artist (or the Artist's agent). King & Wood Mallesons (KWM) is not a party to the sale (whether as agent or otherwise) and will not receive any commission in connection with any sale.
2. KWM makes no representations in relation to the Artwork. KWM does not guarantee any representations made by the Artist, including any as to the ownership of the Artwork, the cultural heritage of the Artist or the authenticity of the Artwork. You are solely responsible for making your own enquires and conducting your own investigations.
3. The Artwork must remain at NSW Parliament House until conclusion of the exhibition on 27 September 2018 or, if a prize winner, the conclusion of the Travelling Exhibition (as detailed in the Terms & Conditions of the ATSI Art Prize).
4. If you purchase the Artwork, you are responsible for collecting (or making arrangements for the collection of) the Artwork from a regional depot operated by IAS Fine Art Logistics (IAS) if the Artist does not collect it. You will ensure that the Artist informs KWM of the sale and instructs KWM as to the location of that regional depot. KWM may request that you sign an acknowledgment of the terms and conditions prior to collection.
5. KWM and IAS are not responsible for verifying the authenticity of any person purporting to pick-up the Artwork on your behalf.
6. You have read the [Terms & Conditions](#) of the ATSI Art Prize and, in particular the following clauses:
  - a. clause 3.1 – this describes KWM's responsibility for the Artwork, delivery and return arrangements, and insurance;
  - b. clause 3.3 – this describes the insurance arrangements for the Artwork and repair in the event of damage;
  - c. clause 8(b) – this describes KWM's limitation of liability.
7. You accept the basis on which KWM is responsible for the Artwork as it relates to the Artist and accept that KWM has no responsibility or liability to you for the Artwork that is greater than that for which it is responsible or liable to the Artist.

