

BritishContemporary.art Awards 2020

Terms and Conditions

1. The terms and conditions (the "**Terms and Conditions**") relate to an art competition entitled the "BritishContemporary.art Awards 2020" (the "**Competition**") which BritishContemporary.art, its respective licensees, assigns, parents, affiliates and/or subsidiary companies (the "**Company**") intends to run during 2019/2020 and from which the Company shall select an unspecified number of works to be exhibited at locations and times to be confirmed by the Company (the "**Exhibition**").
2. By entering this competition, (the "**Artist**") accepts these terms and conditions as set out hereinafter and the entrant further accepts that the terms and conditions of this competition may be altered, amended, varied or otherwise modified by the company at any time up to and including the final determination of the competition and that such alteration, amendment or variation may be made orally or in writing and at all times the terms and conditions are at the sole discretion of the company.
3. The Competition is open to all living British artists over the age of 18 years old on 1st November 2019 and entries are permitted from all artists living and working in the British Isles on 1st November 2019
4. The competition submissions shall open at 7am on, 1st November 2019 and shall close at midnight on Tuesday the 31st December, 2019. Entries received after this date and time shall not be considered for entry under any circumstances. The Company reserves the right, in its absolute discretion, to extend the Closing date of the competition submission for a reasonable period of time and where so extended the date upon which the Company decide to be the subsequent closing date shall be the closing date for the purposes of these terms and conditions.
5. In order to enter the competition, all entrants shall complete an online application form at www.britishcontemporary.art/awards2020 (the "**Entry Form**") and follow all directions therein. All images uploaded for the purposes of completing the entry process shall not be manipulated or otherwise artificially or digitally enhanced by the Artist.
6. The submitted entry (the "**Work**") must be original and not exceed 180cms in its greatest dimension. There is no minimum size limit. The Competition is open to both 2 dimensional and 3 dimensional works. All entered work must have been completed within the last 3 years. The work selected for exhibition must be available from 1st November until 1st June 2020. While the company shall endeavour to provide advance notice to all entrants with respect to key dates and timelines, the company reserves the right to make such alterations and changes to key dates as are reasonably necessitated.
7. A third party (e.g. gallery, agent or other representative) may submit work on behalf of the artist, but the third party must confirm:

1. receipt of the artist's permission, and provide evidence of full authority and legal right, to submit the work, and;
2. that in order to provide the information regarding the artist or the artist's work, they have first consulted with the artist and made all appropriate enquiries for the purpose of providing that information and

- taken the necessary steps to ensure accuracy of all such information provided, and;
3. agree to be bound by these Conditions of Entry as the artist would be had they entered;
 4. do hereby indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising from the submitted work.
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8. Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for exhibition. The Company shall retain full and sole discretion over every question as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible works:
 1. Copies of original works;
 2. Works that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright);
 3. The work is incomplete;
 4. Work, that in the reasonable view of the Company, is likely to breach the Racial and Religious Hatred Act, 2006/
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9. Artists are reminded that all work submitted must conform to all health and safety standards and regulations.
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10. In addition, the Company reserves the right to disqualify a work, where in the reasonable view of the Company:
 1. The work does not meet any of the entry criteria;
 2. The Artist cannot be contacted;
 3. The Artist does not respond within 48 hours of being contacted by the Company.
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11. The competition is not open to employees, directors, officers, and agents or servants of BritishContemporary.art, and their immediate family members of their households.

12. The judges shall be appointed by the Company in such number and of such qualification as it sees fit at its sole discretion. The Judges' decision shall be final and no correspondence will be entered into.

13. The Company shall endeavour to notify successful Artists who will be invited to have their work exhibited (the "**Selected Artist(s)**") on or shortly after the competition submission date or such other date as the Company, at its absolute discretion, shall elect (the "**Notification Date**"). On or shortly thereafter the notification date, all selected artists will be contacted and provided with full details and the relevant dates. The Company may seek verification of the Artist's eligibility to enter the competition and may be required to provide further high quality images of their work for marketing or promotional purposes.

14. The artist shall be responsible for all costs associated with creating the work.

15. By completing the entry form, the Artist agrees to the Company collecting, retaining, processing, or otherwise utilising the Artist's personal information solely for the purposes of processing the Artist's entry to the competition, the promotion and administration of the competition and the creation of the exhibition. The Artist's personal information will not be shared with third parties or otherwise processes for alternative purposes without the Artist's consent.

16. If the Artist is informed that their work has been selected, the Company shall be entitled to receive verification from the Artist of details pertaining to any and all legal proceedings (either civil or criminal) that may be in being, or contemplated against the Artist. Should any related details change materially during the course of the competition, or where any information concerning the Artist becomes materially inaccurate between time of entry and the end of the competition / exhibition, the Artist shall bring such changes to the attention of the Company without delay. It should be noted that all such sensitive personal data shall be treated with the utmost confidentiality by the company and shall not preclude the Artist from competing. All such decisions remain at the discretion of the Company.

17. By completing the entry form and by providing any further information to the Company in relation to the competition, the Artist warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the company, that the Artist is in breach of this warranty, or where the company understands or apprehends there to be a risk that the Artist, has or will bring the competition or the company into disrepute, the

company shall be entitled to take such steps as are necessary to conclude the Artist's involvement in the competition forthwith.

18. The Artist shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the company save where such information is already in the public domain or the express written consent of the company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these terms and conditions.
19. The Final Award shall be determined and awarded in a fashion determined by the Company alone. For the avoidance of doubt, the Company shall have full and final discretion on all questions pertaining to the award of this prize and the Company shall take into account the views expressed by members of the public in relation thereto.
20. Notwithstanding the above, prize quantum and composition remains at all times at the sole discretion of the Company.
21. It is the responsibility of the winning artists to declare, if relevant, such winnings as income to their local tax authorities and the winning artists shall be wholly liable for any taxes payable and shall indemnify and hold the Company safe and harmless from all claims relating to such taxes and charges. The Company shall in no circumstances be liable for any taxes payable on such awards.
22. If works selected for exhibition are offered for sale, The Company will levy 40% commission on all works sold during the exhibitions or afterwards directly as a result of the BritishContemporary.art Awards 2020 on the website or social media. Artists must make sure that their sale price includes the commission and, if applicable, VAT. Artists who are registered for VAT must ensure that they include their VAT number on the Entry Form.
23. The Company reserves the right to deny admission to the competition, or withdraw a work from the competition if for any reason the work, or

any circumstances surrounding the display of the work, appears to the Company to expose it to risk of legal proceedings, reputational damage or other potential loss or if the Work acts in any way detrimental to the brand of the Company.

24. Each artist, by entering BritishContemporary.art Awards 2020 confirms that they hold all intellectual property rights in the work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted work.
25. Without prejudice to the within terms, the company recognises that the copyright in all works created by the Artist remains with the Artist, however it is a necessary condition of entry, and by so entering, the Artist hereby agrees to grant all necessary rights licences, approvals and authorisations to the company to include, inter alia, the Artist's work in any footage recorded or captured during the competition / exhibition, including the right to use such images for the promotion of the competition, exhibiting the work publically, referring to the work on digital platforms in the control of the Company, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Artist hereby grants the company with a non-exclusive, worldwide, royalty free licence to use and publish such footage or materials obtained or others materials in electronic format for purposes connected solely with the competition. Where further consent is necessary from the Artist, it shall not be unreasonably withheld.
26. The company shall be at liberty to assign or licence their rights in such footage or other materials without the prior consent of the Artist and the Artist hereby agrees to forego all injunctive or other legal remedies with the intent of restraining the use by the company of all footage or material obtained, in any jurisdiction. The Artist is hereby notified of its entitlement to obtain independent legal advice prior to the entry of this competition, whether the Artist chooses avail of such advice or not.
27. The Artist hereby waives (i) all moral rights as may exist in any footage or imagery or other materials obtained that contain the Artist's work under the Copyright, Designs and Patents Act or 1988 (as amended) and (ii) all such equivalent or commensurate rights as may exist in any other jurisdiction worldwide. The Artist furthermore agrees to not permit, or cause to be instituted, legal proceedings in any jurisdiction any claim regarding any infringement of moral (or commensurate rights), or claim regarding any alleged derogatory treatment of the Artist's work.

28. Artists will allow the work to be photographed and reproduced by the BritishContemporary.art Awards 2020 for the purposes of promoting the awards including; catalogue, press and publicity and websites in all territories. Copyright of all works remains the property of the artist. Any enquiries for copyright will be referred to the artist.
29. For the avoidance of doubt, the Artist hereby warrants that they own the copyright to the competition entry and further warrant that the work contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property.
30. In accordance with the Data Protection Act 1998 (and all other relevant Data Protection legislation as may be enacted from time to time), the Company will hold the personal data of artists supplied on the Entry Form securely. The data will only be used in the process of administering the BritishContemporary.art Awards 2020 and will not be transferred to any third party not directly involved in this Exhibition.
31. By entering the BritishContemporary.art Awards 2020 artists are agreeing to all of the within Conditions of entry. The Company's decision on all matters pertaining to the above is final. The Company reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this competition.
32. Nothing in these terms shall exclude the company's liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the Company's negligence.
33. The Artist acknowledges that in entering into these terms and conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
34. These terms and condition (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

35. The Artist shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of these terms by the Artist.

36. This competition and the within terms and conditions, and all questions relating thereto shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

37. BritishContemporary.art's Registered office is St Denys House, 22 East Hill, St Austell, PL25 4TR,