

'Sky Arts Landscape Artist of the Year Series 6' (working title)

'Wild Card' Competition

Amended Terms and Conditions for Entrants as at 10.06.2020

Introduction

1. Storyvault Films ("the Producer", "We" or "Us") is running a landscape artist competition ("the Competition") and filming the Competition for a series of television programmes with the working title of 'Sky Arts Landscape Artist of the Year Series 6 ("the Series") for Sky (UK) Limited ("Sky").
2. The Competition launched on Wednesday 16th October 2019 and closed on Friday, 29th May 2020. The terms and conditions of the Competition ("the Competition Terms and Conditions") can be found at skyartsartistoftheyear.tv ("the Competition Website")
3. Within the Competition Terms and Conditions, the Producer reserved the right to run the Wild Card Competition (as such term, and all further defined terms that follow where not specifically defined, are as defined and set out in the Competition Terms and Conditions).
4. These terms and conditions for the Wild Card Competition ("the Wild Card Competition Terms and Conditions") shall govern the Wild Card Competition only, and shall not act to amend or substitute or nullify any of the Competition Terms and Conditions.

Entering the Wild Card Competition

5. By entering the Wild Card Competition, You are accepting these Wild Card Competition Terms and Conditions, and You acknowledge that the Wild Card Terms and Conditions may be changed (whether verbally, in writing or otherwise) by the Producer at any time at its sole discretion.
6. You should be in good health and know of no reason why You should not be able to participate in the Wild Card Competition. The Wild Card Competition is open to all artists – amateur, professional or hobbyists - who: (i) have been resident in the UK, Gibraltar, Falkland Islands, Isle of Man, Channel Islands and Republic of Ireland for at least one year on 16th October 2019 ; (ii) as at 16th October 2019 are aged 16 or over; and (iii) hold a

valid passport. You will, upon request, provide the Producer with supporting documentation in order to substantiate this, and will immediately notify the Producer of any change in Your immigration or residential status.

7. If You are under 18 on the Opening Date of the Wildcard Competition, You will need Your parents or legal guardian to complete the application form. If You attend a session of the Wild Card Competition, and if you are then chosen as a Semi-Finalist and/or Finalist, You will need to be accompanied at each stage by an adult.
8. Employees, officers, directors and agents of Sky, the Producer, or any of their respective licensees, assigns, parents, affiliated and subsidiary companies, and the immediate family or members of their households are not eligible to appear on the Series or participate in the Wild Card Competition or this application process.
9. Artists with an affiliation with any of our partners (eg any of the judges/Sky/Cass/Storyvault) that could be deemed a conflict of interest MAY not be eligible to take part. If you have/believe you may have such an affiliation please tick here so that we can discuss this further with you if you progress through the selection process.
10. To enter the Wildcard section of the Competition you must first have entered the main Landscape Artist of the Year competition. Applications cannot be processed with having previously applied to the main competition. The Producer reserves the right to allow any other applications at its discretion.
11. Finalists and Winners of the 2013, 2014, 2017, 2018, 2019 and 2020 Sky Arts Portrait Artist of the Year or Sky Arts Landscape Artist of the Year 2015, 2016, 2017, 2018 and 2019 television series (“ Artist of the Year Series”) are not eligible to enter the Wild Card Competition. All other entrants of the Artist of the Year Series and any unsuccessful applicants to the Competition are eligible to enter the Wild Card Competition. If however an artist is selected to appear in Portrait Artist of the Year Series 7, they will automatically be disqualified from applying to enter the Wild Card Competition for Landscape Artist of the Year Series 6.
12. The Wild Card Competition sessions are intended to be held on the same dates and at the same locations as the six heats of the Competition (“the Heats”) intended to take place in

three locations in 2020 across the UK and Ireland. The Producer intends to open Wild Card Competition at 12pm on Tuesday 30th June 2020 and closes at 12pm on Tuesday 7th July 2020. Entries received after that date and time will not be considered. The Producer reserves the right in its absolute discretion to change the Opening Dates and extend the Closing Dates for a reasonable period of time, and in these circumstances, the dates on which the Producer elects to close the Wild Card Competition shall be the Closing Dates.

13. To enter the Wild Card Competition, You must complete and submit the application form online on the Competition Website and upload one passport style photo of Yourself. The application form accessible on the Competition Website will specifically be for the session of the Wild Card Competition you will attend to take part in. We can only accommodate the first 50 (fifty) valid entries per Wild Card Competition session and once we have received that number of valid entrants, the Wild Card Competition for that session and location will be closed.
14. Only one entry can be submitted per person. Entries on behalf of another person will not be accepted.
15. We reserve the right to disqualify Your entry if:
 - a. Your entry is incomplete;
 - b. You do not meet the entry criteria;
 - c. You are not eligible to enter the Wild Card Competition;
 - d. Your entry to the Wild Card Competition is received after We have received the first 50 entries relating to the Heat location You have selected;
 - e. You cannot be contacted;
 - f. You do not respond within 48 hours of being contacted by Us in relation to Your Wild Card Competition entry; or
 - g. You are not reasonably available to participate in the Series in accordance with the production requirements of the Series.

16. The Producer's decision on these and all other matters is final and binding in all respects, and no correspondence will be entered into.
17. If You have any questions about how to enter or in connection with the Competition, please email Us at wildcard@storyvault.tv with "Landscape Wild Card Competition" in the subject line.

The Wild Card Competition: Taking part

18. The Heats dates and locations are scheduled to be held as follows:

Heats One and Two: are intended to take place at a location to be decided ("Heats One and Two") on Wednesday 29th and Thursday 30th July 2020

Heats Three and Four: are intended to take place at a location to be decided ("Heats Three and Four") on Wednesday 5th and Thursday 6th August 2020

Heat Five – Six: are intended to take place at a location to be decided ("Heats Five and Six") on Wednesday 12th and Thursday 13th July 2020

While the Producer fully intends to stage the Heats on the dates and at the locations outlined above, the Producer reserves the right to alter the dates and locations above at its absolute discretion, and in that event, the dates and locations of the Wild Card Competition sessions would consequently change too. The Producer also reserves the right to add further Heats and/or remove Heats and in that event, the Producer may (or may not) add further dates and locations and/or remove dates and locations for the Wild Card Competition sessions in tandem with those changes to the Heats.

19. The Producer will contact the first 50 successful entrants ("the Wild Card Artists") per location on or shortly following the Producer's receipt of their entries to verify that their entries are valid and to confirm the dates and locations and times for each of the Wild Card Artists to attend. If you are a Wild Card Artist, You will have entered the Wild Card Competition with a specification of which Heat location You will be attending, but the Producer reserves the right to invite You to attend any Heat location.
20. If You are chosen as a Wild Card Artist, You will be required to pay your own way into the Heat location where Your session of the Wild Card Competition is taking place, and to

bring Your own art supplies (including canvas and easel) to create your Wild Card Artwork (as defined below). If You do not bring such supplies with You, We will be unable to supply You with any supplies and the Producer reserves the right to disqualify You.

21. During each session of the Wild Card Competition, the Wild Card Artists will be asked to produce an artwork depicting a landscape vista allocated by the Producer (“the Wild Card Artwork”). The Producer may ask all of the Wild Card Artists to depict the same landscape vista, or the Wild Card Artists may be divided into groups to paint the same landscape vista per group, or each Wild Card Artist may be required to depict different vistas. In all circumstances, the Wild Card Artists will be given general boundaries of specific areas within each location where they may be invited to set up their supplies and create. All of those choices shall be at the absolute discretion of the Producer, and may be different configurations in different sessions of the Wild Card Competition, and in all cases, those choices may or may not be told to the Wild Card Artists in each Heat in advance.
22. The Wild Card Artists will have a maximum of 4 hours over a 6 hour period (or such other period as the Producer at its discretion may determine) to complete their Wild Card Artwork. Some or all of the panel of Judges of the Competition (“the Judges”) may (but may not) tour the areas where the Wild Card Artists are creating the Wild Card Artworks and look at some or all of the Wild Card Artworks. **There is no guarantee that all or any of the Judges will see all or any of the Wild Card Artworks. Some or all of the Judges may look at some Wild Card Artworks but not Yours.**
23. In the event that Your Wild Card Artwork is seen by the Judges, and the Judges, in their sole and absolute discretion, believe that You should be given the opportunity to go through to the Semi Final, then You may (or may not) at the sole and absolute discretion of the Producer (and subject to You fulfilling further criteria set out below and in the Competition Terms and Conditions) be one of a number of Wild Card Artists that at the sole discretion of the Judges be considered to be invited to take part in the Semi Final. All of the criteria for judging and the decisions of the Judges and the Producer shall be at the discretion of the Judges and the Producer and shall not be not open to dispute or discussion.

The Competition: The Semi Finals

24. The Semi Finalists will consist of the winners of each of the Heats, and may (or may not) also contain a number of Wild Card Artists. Upon reaching the Semi Final by either means, all Semi-Finalists shall be on an equal basis with an equal chance of reaching and winning the Final.
25. The Semi Final is intended to take place at a location to be decided on Monday 17th August 2020 (“the Semi Final Date”). While the Producer intends to film and hold the Semi Final on this date and at a location to be decided, the Producer reserves the right to change dates and locations at its discretion.
26. The Semi-Finalists will each be asked to produce a landscape vista (to be decided at the Producer’s discretion) over a maximum of 4 hours in a 6 hour period (or such other period as the Producer at its discretion may determine) on the Semi Final Date (“the Semi-Final Artwork”). The Producer may ask all of the Semi Finalists to depict the same landscape vista, or the Semi Finalists may be divided into groups to paint the same landscape vista per group, or each Semi Finalist may be required to depict different vistas. All of those choices shall be at the absolute discretion of the Producer, and those choices may or may not be told to the Semi Finalists in advance of the Semi Final Date. The panel of Judges will choose up to three Semi Finalists for the Final (the “Finalists”) at the end of the day. The panel of Judges may take the Semi-Finalists previous work in the Competition into consideration during this judging process, and all of the criteria for judging and the decisions of the Judges shall be at the discretion of the Judges and the Producer and shall not be not open to dispute or discussion.

The Competition: The Final

27. The Finalists will be asked to complete a further two landscape artworks (“the Final Artworks”):
 - a. The first of Final Artworks will be an artwork of a landscape vista at another location at the Producer’s sole discretion. The Producer intends each of the Finalists to create artwork at separate locations, but the Producer reserves the right to require all or some of the Finalists to depict the same landscape vista at the same location. The dates and times that the Finalists shall be given to complete the first of the Final

Artworks shall be determined by the Producer, and may be within a set time period on a single day or over a number of days, and the Producer may film any or all of this process; and

- b. The second of the Final Artworks is intended to be an artwork created and filmed at a location to be decided (“the Final Location”) on Friday 21st August, 2020 (“the Final Date”) although the Producer reserves the right to nominate a different Final Location and Final Date. The Producer may ask all of the Finalists to depict the same landscape vista at the Final Location, or each Finalist may be required to depict different vistas at the Final Location. Those choices shall be at the absolute discretion of the Producer, and those choices may or may not be told to the Finalists in advance of the Final Date. The exact time to be given to the Finalists to complete the second of the Final Artworks on the Final Date will be determined by the Producer in all circumstances.
28. The Judges will review the Final Artworks during and at the end of the Final Date and select an overall Winner (“the Winner”). The Winner will be announced in a filmed programme to be recorded at the Final Location on the Final Date, but the Producer reserves the right to announce the Winner at a later date and at a different location, and if you are a Finalist, you will be required to attend such different location on such different date. The panel of Judges may take the Finalists previous work in the Competition into consideration during this judging process, and all of the criteria for judging and the decisions of the Judges shall be at the discretion of the Judges and the Producer and shall not be not open to dispute or discussion.
 29. Any of the Final Artworks, at the Producer’s discretion, may be gifted to trustees or custodians of the final location. If one of the Final Artworks that you created is gifted to trustees or custodians of the final location, the recipient of the gifted Final Artwork may (or may not) agree to loan the Final Artwork you created to the Producer for the purposes of the Exhibition, if an Exhibition is staged

The Competition: The Prize

30. The winner will receive a fee of £10,000 (ten thousand pounds) (“the Winner’s Prize Fee”) for creation, completion and delivery of an artwork (“the Winner’s Prize Artwork”) of a landscape (“Winner’s Prize Location”) on dates and times and locations to be determined by the Producer at its absolute discretion. Without prejudice to the foregoing, the Winner’s Prize Location may be determined (in whole or in part) by an online voting process which may be carried out by the Producer, or any other organisation chosen by the Producer, but the Producer reserves the right to determine the Winner’s Prize Location and reserves the right to set all terms and conditions for any public voting, if such takes place. The Winner’s Prize Fee shall be payable, subject to the Winner’s full compliance with the terms and conditions of the Competition, within 30 days of the first broadcast of the Winner’s Film (as defined below) by Sky.
31. If You are chosen as the Winner, You must be available between the Final Date and 30th November 2020 to produce the Winner’s Prize Artwork on exact dates to be determined by the Producer. You agree to allow this process to be filmed for a documentary following the creation of the Winner’s Prize Artwork intended (but not guaranteed) to be broadcast on Sky Arts in 2021 (“the Winner’s Film”). The Producer will have the right to film You working at the Winner’s Prize Location, in Your home/studio at work on the Winner’s Prize Artwork and at any other necessary locations. While the Producer will work with You to find mutually agreeable dates, You agree to make Yourself available on date(s) to be provided.
32. It is the Producer’s intention (but is not guaranteed) that the Winner’s Prize Artwork will be displayed to the public by an institution (that may or may not be connected to the Winner’s Prize Location, at the Producer’s discretion) (“the Winner’s Prize Institution”). The Winner’s Prize Institution may (at the Producer’s discretion) have the right (but not the obligation) to display the Winner’s Prize Artwork at the location of the Winner’s Prize Institution and/or any location and for any period of time determined by the Winner’s Prize Institution and the Producer.
33. The Winner’s Prize cannot be exchanged by You or transferred by You and cannot be redeemed by You for any other prize. The Winner’s Prize may generally be amended and/or supplemented at the Producer’s discretion, and if you are the Winner, You

acknowledge that the Winner's Prize shall be as it is in its final form as advised by the Producer. If the Winner rejects the Winner's Prize or otherwise fails to carry out the creation of the Winner's Prize Artwork on such dates and times and locations required by the Producer, then the Producer reserves the right to take the Winner's Prize away from the Winner and the Producer shall be entitled to select another Winner.

Your Commitment

34. If Your application to join the Wild Card Competition is successful, You must be available for the date of the Wild Card Competition indicated on your entry.
35. If You are chosen as a Semi-Finalist, and in addition to the Semi Final Date, You agree to be available if requested by the Producer at any location (including, without limitation, Your home) for further filming of You intended to be during August 2020 (but may be subject to change at the Producer's discretion) on up to two days (during any times requested by the Producer between from 8.00 a.m. to 8.00 p.m.).
36. If You are chosen as a Finalist, and in addition to the dates required at paragraph 33 above, You agree to be available:
 - a. To attend the unveiling of the Winner's Prize Artwork on dates and times and at a location to be provided to you if your attendance is requested; and/or
 - b. If an Exhibition is staged, to attend a reasonable number on dates of the Exhibition.

The Producer agrees that it will meet Your reasonable travel and sundry expenses to attend any dates and locations requested pursuant to this paragraph 35 only, subject always to agreeing such expenses with the Producer in advance. For the avoidance of doubt, You acknowledge that the Producer shall have no obligation to request your attendance pursuant to this paragraph 34.

Other Rules

37. The Producer may (but does not guarantee) to cause the staging of an exhibition of artworks created during the Competition, in partnership with third parties ("the

Exhibition”). The Exhibition may be at a single location or multiple locations, over a single day or over a number of dates, all at the Producer’s discretion. If the Exhibition is produced, the decisions as to which or any of Wild Card Artworks, the artworks created by entrants to the Competition, the Heat Artworks, the Semi Final Artworks and the Final Artworks to be in the Exhibition shall be at the absolute discretion of the Producer. If an Exhibition is staged, and if the Producer wishes to include any artwork(s) You created in the Exhibition, the Producer shall inform You of the relevant dates and location(s) of the Exhibition when known. The Producer shall only meet your expenses to attend any dates of the Exhibition where the Producer has specifically requested Your attendance and where the Producer has pre-agreed such expenses in writing in advance.

38. You are responsible for the cost (if any) of creating Your Wild Card Artwork as well as all other costs associated with Your participation in the Wild Card Competition. For the avoidance of doubt, We will not be responsible for Your travel/hotel and subsistence costs in attending any sessions of the Wild Card Competition.
39. If You are chosen as a Semi-Finalist or Finalist and are asked to travel away from home or are invited to attend the Final, the Producer shall supply and pay for Your reasonable and pre-agreed travel and hotel costs plus a daily allowance of £25 per day, or part thereof. If, however, you live in the Falkland Islands and are chosen as a Semi-Finalist or Finalist you will be expected to pay your own travelling expenses to and from the United Kingdom.
40. By entering the Competition, You agree to the collection, retention, usage and distribution of Your personal information in order to process and contact You about Your Competition entry. The information You supply in connection with Your Competition entry (including Your personal details):
 - a. may be included in a database compiled for the Series and will only be used for the purposes related to the production, exploitation and/or promotion of the Series or otherwise by Sky;
 - b. may be used for inclusion and/or read out in the Series; and

- c. will not be supplied to third parties other than as is reasonably necessary for purposes related to the production, exploitation and/or promotion of the Series.

All personal details will be held and processed in accordance with all relevant UK laws and regulations.

- 41. If Your entry into the Wild Card Competition is successful and you are invited to attend a session of the Wild Card Competition, You must when You are first contacted by the Producer disclose all details of any and all criminal/civil actions currently pending against Yourself and/or served against You and/or any unspent convictions and You shall notify Us immediately in the event that any criminal charges are brought against You or if any information provided in Your application becomes inaccurate between that contact with the Producer and the date of Your session of the Wild Card Competition, and if you are invited to be a Semi Finalist, between that date and the date of first transmission of the Series. If you have previous unspent criminal convictions, it does not necessarily mean that you will not be invited to take part in the Wild Card Competition, as all circumstances told to Us will be taken into account. If You are selected as a Semi-Finalist, You hereby agree to authorise the Producer to conduct background checks (including but not limited to Disclosure and Barring Service (DBS)/Disclosure Scotland checks) in order to verify any of the information provided by You.
- 42. All information supplied (including personal details) in Your entry or otherwise provided must be truthful, accurate, complete and in no way misleading. We reserve the right to disqualify You if You have supplied untruthful, inaccurate, misleading or incomplete personal details and/or information, have failed to abide by the rules of the Wild Card Competition, and/or are in breach of these Wild Card Terms and Conditions and/or act in some way which We believe will bring Us and/or Sky and/or the Wild Card Competition and/or the Series into disrepute and/or impair the integrity of the Wild Card Competition generally.
- 43. You will not without the Producer's or Sky's prior written consent disclose, publicise or discuss with any third party and/or otherwise publish or transmit (on any platform, including all forms of social media) any information or photographs relating to the Series, Your appearance or participation in or contribution to the Series, the production team or

any participants in the Series nor any other information which may come to Your attention (including without limitation in relation to the Producer or Sky or otherwise) save where such information is already public knowledge. Breach of confidentiality is a serious matter and the Producer reserves the right to disqualify You if You disclose any confidential information.

44. In the event that You are invited to attend a session of the Wild Card Competition, and/or chosen as a Semi-Finalist or Finalist, You and anyone You intend to bring with You to Your session of the Wild Card Competition, or subsequently the Semi-Final or Final may be filmed for the Series.
45. Prior to, and as a condition of, Your participation in a session of the Wild Card Competition, You will be required to sign a self certification form of the matters set out at paragraph 39 above and a Release Form permitting the Producer to film you and/or Your Wild Card Artwork for potential inclusion in the Series (both in forms to be provided to you by the Producer on the day of the session). Prior to, and as a condition of, Your participation in the Semi Final and beyond (if You have been invited to be a Semi Finalist), You will be required to sign a separate Contributor Agreement, Health Declaration and any other further agreements as may be requested by the Producer (together, "the Agreement"). The Agreement will provide, among other things, that in consideration of Your participation in the Series, the Producer will own all of the rights in the Series including Your contribution which will be freely available for worldwide broadcast and all other media purposes without any payment to You. The Agreement will also set out Your obligations with regard to Sky and any sponsors of the Series, the rules and regulations relating to the Heats, the Semi-Final and the Final, and will set out in detail the rights in the Artworks (as defined below) (indicated briefly for information in paragraph 44 below, but subject to any amendments or additions as may be included in this Agreement) which You will grant to Us. The terms of the Agreement will be materially in accordance with the terms and conditions set out here but the Producer reserves the right to include any additional or different terms in the Agreement which it determines, at its discretion, to be desirable or necessary.

46. Without prejudice to the terms of the Agreement, the copyright in all artworks created by You during the course of the Competition (including, without limitation, Your Wild Card Artwork if you are invited to be in the Semi Final, but excluding, for the avoidance of doubt, Your Wild Card Artwork if you are not invited to be in the Semi Final) (“the Artworks”) will be fully assigned to the Producer by way of the Agreement. The rights assigned to the Producer will (subject to paragraph 45 below) be re-assigned to you in respect of any Artworks created by you **other than** (i) any Artworks gifted to institutions which you acknowledge shall be within the Producer’s rights to so do, and (ii) subject to your receipt of the Winner’s Prize Fee, the Winner’s Prize Artwork (which may, at the Producer’s discretion be gifted or loaned by the Producer to an institution for public display). The re-assignment of such rights to you shall be effected on the later of: (i) first broadcast of the last episode of the Series, and (ii) if staging an Exhibition is (in the opinion of the Producer) a reasonably possible prospect and the Producer wishes to include any artwork you created in such Exhibition, on the last date of the Exhibition, and (iii) if an Exhibition was thought a reasonably possible prospect but is subsequently withdrawn from consideration, on the date that the Producer declares that the Exhibition is not a reasonable prospect
47. All rights in artworks re-assigned to you shall be subject to:
- a. The Producer’s right to include the Artworks in footage recorded for the Series;
 - b. The Producer’s right (and the right to authorise third parties) to exploit the Series or any part thereof (which may contain footage in which the Artworks are included) in all media throughout the world without liability or account or reference to you;
 - c. The Producer’s right (and the right to authorise third parties) to reproduce images of the Artworks for postcards, prints, posters and other products or publications (digital or hardcopy) for exploitation and distribution throughout the world for any purpose associated with the Series and/or Sky, whether on a commercial basis or not without liability or account or reference to you;
 - d. The right to use or include the Artworks in any licensing and merchandising (including without limitation, publishing) in all media throughout the world related

to the Series, whether on a commercial basis or not without liability or account or reference to you;

- e. Any restrictions as the Producer shall advise upon re-assignment regarding restrictions regarding future purchases or acquisitions of the Artworks by third parties;
 - f. An obligation on you to procure that any third parties who purchase or otherwise acquire the Artworks from you enter into a binding agreement with the Producer requiring direct observation and compliance with the Producer's rights and any restrictions advised as a pre-condition of any such sale or acquisition of the Artworks.
48. The Wild Card Artists, Semi-Finalists and Finalists may be required for promotional activity related to the Series and/or Sky and/or programme sponsors and partners (which may include, without limitation, those persons presence and/or services as a marketing competition prize, and recorded and/or transcribed interviews for use on programme sponsor websites and marketing materials) and shall participate in all such activities on the Producer's request without compensation. The Wild Card Artists and the Semi-Finalists and Finalists consent to the use by the Producer, both before and after the closing date of the Competition for an unlimited time, of any content produced pursuant to the above obligation, their voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Producer and/or by Sky and/or sponsors, marketing partners or other entities connected with the Series) and in advertising, marketing or promotional material without additional compensation or prior notice, and by entering the Competition, all entrants consent to the same.
49. By entering the Wild Card Competition, You grant to the Producer:
- a. the right (but not the obligation) to record footage and images of You generally and throughout the Competition ("Footage");

- b. all necessary rights and consents for the full period of copyright (and afterwards so far as possible in perpetuity) to exhibit/make available at the Producer's sole discretion the Footage in any way and in any media and means (now known or hereafter devised) throughout the world;
 - c. a non-exclusive, royalty-free licence to use and publish the Footage in electronic format (including on the Producer's websites) for purposes connected with the Competition (but without any the obligation to so do); and
 - d. the right to use Your name, photograph and town or city of residence for the sole purpose of identifying You as the author of Your Wild Card Competition entry and/or as a Wild Card Artist, Semi-Finalist or Finalist of the Competition.
50. The Producer shall be free to assign or license the Producer's rights in the Footage without Your prior consent and under no circumstances shall You be entitled to injunct or restrain the transmission or use of the Footage (or any part of it).
51. You irrevocably and unconditionally waive any so-called "moral rights" in the Footage (whether arising under sections 77 to 85 (inclusive) or sections 205(C) to 205(N) (inclusive) of the Copyright, Designs and Patents Act 1988 or otherwise) as You now have or may acquire and You undertake not to institute, support, maintain or permit any action or lawsuit in any part of the world on the grounds that the Footage and/or or the Series in any way constitute an infringement of Your moral rights or on the grounds that the Footage have been subjected to a derogatory treatment.
52. The Producer accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by You as a result of Your entering into the Wild Card Competition.
53. The Producer accepts no responsibility for any damage to any Artworks during the period such Artworks are within the Producer's or any third party's possession and in transit to and from the Producer and/ any such third party. You agree that neither the Producer nor any third party shall have any liability to You in this regard.

54. If You cannot be contacted within a reasonable time period (up to 48 hours) from being contacted, or are not able or available to participate in the Wild Card Competition in accordance with the Producer's requirements for any reason, then the Producer reserves the right to award a place in the Wild Card Competition to another entrant and/or to hold any session of the Wild Card Competition with fewer than 50 entrants. If a Finalist is not available to be nominated as the Winner for any reason, then the Producer reserves the right to nominate another entrant.
55. The Producer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Wild Card Competition and/or the Competition with or without prior notice due to reasons outside the Producer's control, and the Producer shall have no liability to You or anyone else in this event for any reason whatsoever.
56. The Series is intended for first broadcast in 2021 on Sky Arts but the Producer provides no guarantees in this regard.
57. Nothing in these Wild Card Terms and Conditions shall exclude the Producer's liability for death, personal injury, fraud or fraudulent misrepresentation as a result of the Producer's negligence.
58. The Wild Card Competition and these Wild Card Terms and Conditions will be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Producer of the Competition: Storyvault Films Limited, of 107a Hammersmith Bridge Road, London W6 9DA.

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