

## 'Sky Arts Portrait Artist of the Year Series 7' (working title) Competition

### Amended Terms and Conditions for Entrants at 9<sup>th</sup> June 2020

#### Entering the Competition

1. These terms and conditions ("Terms and Conditions") relate to a Portrait artist competition ("Competition"), which Storyvault Films ("the Producer", "We", or "Us") intends to run and film for a series of television programmes with the working title of 'Sky Arts Portrait Artist of the Year Series 7' (the "Series") for British Sky Broadcasting Limited ("Sky").
2. By entering the Competition, You ("You" or "Your") are accepting these Terms and Conditions, and You acknowledge that the Terms & Conditions may be changed (whether verbally, in writing or otherwise) by the Producer at any time at its sole discretion.
3. You should be in good health and know of no reason why You should not be able to participate in the Competition. The 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.
4. If You are under 18, You will need Your parents or legal guardian to complete the application form and if You are chosen to participate in the Series You will need to provide written consent from Your parents or legal guardian prior to filming. If You are invited to attend a Heat, or chosen as a Semi-Finalist or Finalist, You will need to be accompanied at each stage by an adult.
5. Employees, officers, directors and agents of Sky or 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 Competition or this application process.

6. 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.
7. Finalists and Winners of the 2013, 2014, 2017, 2018, 2019 and 2020 Sky Arts Portrait Artist of the Year and Landscape Artist of the Year 2015, 2016, 2017, 2018 and 2019 television series (“Artist of the Year Series”) are not eligible to enter the Competition. All other entrants of the Portrait Artist of the Year Series and Landscape Artist of the Year are eligible to enter the Competition.
8. The Competition opens at 12pm (midday) on Wednesday 16th October 2019 and closes at 12pm (midday) on Friday, 7<sup>th</sup> February 2020 (“the Closing Date”). Entries received after that date and time will not be considered. The Producer reserves the right in its absolute discretion to extend the Closing Date for a reasonable period of time, and in these circumstances, the date on which the Producer elects to close the Competition shall be the Closing Date.
9. To enter the Competition, You must complete and submit the application form online at **[skyartsartistoftheyear.tv](http://skyartsartistoftheyear.tv)** “the Competition Website”) and upload:
  - a. One photograph of a Self Portrait painting created by You (“the Entry”) - This image must show the complete painting, and You must send no more than one image of the Self Portrait Entry.
  - b. Photograph(s) of at least one and up to two further works of art by Yourself (“the Additional Works of Art”) – one of which should be another portrait, and You must send no more than one image of each Additional Works of Art You submit.
  - c. One passport style photo of Yourself.

(Each photograph uploaded should be up to a maximum size of 1.5mb, photographs of a greater size may not be able to be uploaded. Your passport style photo of Yourself should be a maximum size of 500 kb. Further details on how to upload the correct size photograph can be found on the Competition Website.)

10. Only one entry can be submitted per person. Entries on behalf of another person will not be accepted.
11. The images of the Self Portrait Entry and the Additional Works of Art must not be manipulated in any way and must be of the work of art entered.
12. The Self Portrait Entry submitted must be a Self Portrait – ie a portrait of the applicant, by the applicant, and can be produced in any material excluding photography, video, sculpture and all forms of digital media. Collage and mixed media works are all allowed. The work may be abstract or expressive as long as it is recognisably a representation of a Self Portrait that has been produced within the last five years. It should be a maximum of 1220 x 914 mm (48" x 36"). The Additional Work(s) of Art submitted, at least one compulsory, can be any size, and can also be in any material other than photography, video, sculpture or any form of digital media.
13. 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 Competition;
  - d. You cannot be contacted;
  - e. You do not respond within 48 hours of being contacted by Us in relation to Your Competition entry; or
  - f. You are not reasonably available to participate in the Series in accordance with the production requirements of the Series.
14. Our decision on these and all other matters is final and binding in all respects, and no correspondence will be entered into.

15. If You have any questions about how to enter or in connection with the Competition, please email Us at [portrait@artistoftheyear.co.uk](mailto:portrait@artistoftheyear.co.uk) with “Portrait Artist of the Year” in the subject line.

#### The Competition: Heats

16. The first stage of the Competition will consist of eight heats (the “Heats”) intended to take place at a location to be decided in London on the following dates:
  - a. Heat 1 – Tuesday 7<sup>th</sup> July 2020
  - b. Heat 2 – Wednesday 8<sup>th</sup> July 2020
  - c. Heat 3 - Thursday 9<sup>th</sup> July 2020
  - d. Heat 4 – Friday 10<sup>th</sup> July 2020
  - e. Heat 5 – Monday 13<sup>th</sup> July 2020
  - f. Heat 6 – Tuesday 14<sup>th</sup> July 2020
  - g. Heat 7 - Wednesday 15<sup>th</sup> July 2020
  - h. Heat 8 - Thursday 16<sup>th</sup> July 2020

While the Producer fully intends to stage the Heats on the dates outlined above, the Producer reserves the right to alter the dates above if necessary for the needs of production.

The Producer also reserves the right to add further Heats and/or remove Heats.

17. A panel of Judges will review the Self Portrait Entry(s) and the Additional Works of Art from all the valid Competition entries and select the artists who will be invited to attend one of the Heats.
18. The Producer will notify successful and non-successful entrants (“Shortlisted Artists”) on or shortly following 24<sup>th</sup> February 2020 or such other date as the Producer at its absolute discretion shall elect (“the Notification Date”), and will on the Notification Date (or soon after, at the Producer’s discretion) confirm the dates and locations and times for each of the Shortlisted Artists will be required for the Heat the Shortlisted Artist is invited to

attend, and will request verification of their eligibility to enter the Competition. Shortlisted Artists will be required to supply high-resolution quality images of their Self Portrait Entry for marketing and publicity purposes. If you are a Shortlisted Artist, You will be given the opportunity to specify which date You would prefer but it may not always be possible to accommodate Your preference and the Producer reserves the right to invite You to any of the dates.

19. The Producer may (but shall be under no obligation) to invite you to be a 'reserve' Shortlisted Artist ("the Reserve Shortlisted Artists"). The Reserve Shortlisted Artists are a number of standby artists that may take the place of a Shortlisted Artist if they are no longer able to take part. Each heat will have its own number of Reserve Shortlisted Artists and which Reserve Shortlisted Artist is selected to fill any opening is at the sole discretion of the Producer. Reserve Shortlisted Artists could be called upon up any time from the day of agreement to be a Reserve Shortlisted Artist to the morning of a Heat. If You are invited to attend that Heat on the possibility of being selected as a Shortlisted Artist on that day, You may not be the only Reserve Shortlisted Artist to attend that Heat on that basis, and the Producer shall have absolute discretion as to which Reserve Shortlisted Artist to select as a Shortlisted Artist, and shall have also the discretion to not invite any Reserve Shortlisted Artist to be a Shortlisted Artist, regardless of circumstances.
20. If You are chosen as a Shortlisted Artist (or as a Reserve Shortlisted Artist and asked to attend any particular Heat), You will be required to bring Your original Self Portrait Entry and possibly Additional Works of Art (the images of which were submitted by you for entry into the Competition) to (and potentially from) the Heat. Paintings must be unframed, and substitutes cannot be accepted. Your original Self Portrait Entry and Additional Works of Art, on request, must be given to the Producer on loan to the Producer until the all episodes of the Series have been first broadcast by Sky or any further Exhibition (as defined at paragraph 35 below) if Your Self Portrait Entry and Additional Works of Art are selected for the Exhibition. If Your original Self Portrait Entry and Additional Works of Art are not available when required, the Producer reserves the right to disqualify You.
21. During each Heat, the Shortlisted Artists will be asked to produce an artwork depicting a Portrait of a Sitter allocated by the Producer ("the Heat Artwork"). The Producer may ask all of the Shortlisted Artists in each Heat to depict the same Sitter, or the Shortlisted Artists

may be divided into groups to paint the same Sitter per group, or each Shortlisted Artist may be required to depict a different Sitter. All of those choices shall be at the absolute discretion of the Producer, and may be different configurations in different Heats, and in all cases, those choices may or may not be told to the Shortlisted Artists in each Heat in advance.

22. The Shortlisted 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 Heat Artwork. The Shortlisted Artists will be then be judged on the results produced at the end of this period, whether they consider their artwork to be finished or not. The panel of Judges will then choose a winner from each Heat (the “Semi-Finalists”) at the end of the day. The panel of Judges may take the Shortlisted Artists’ Portrait Entry(s) and their Additional Works of Art 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.
23. At each Heat, The Sitter will (or may not, at the Producer’s discretion) be invited to choose and keep their favourite Portrait of themselves from each Heat. If Your Heat Artwork is chosen, Your Heat Artwork will be gifted to that Sitter. If Your Heat Artwork was chosen by The Sitter, The Sitter may (or may not) agree to loan Your Heat Artwork to the Producer for the purposes of the Exhibition.

#### The Competition: The Semi Finals

24. The Semi Finalists will consist of the winners of each of the Heats. 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 London location on Monday 20<sup>th</sup> July 2020 (“the Semi Final Date”). While the Producer intends to film and hold the Semi Final on this date and at a London location, the Producer reserves the right to change dates and locations at its discretion.
26. The Semi-Finalists will each be asked to produce a Portrait over a maximum 4 hours over 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 Sitter, or the Semi Finalists may be divided into groups to paint the same Sitter per group, or each Semi Finalist may be required to depict different Sitters. 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 Portraits (“the Final Artworks”):
  - a. The first of Final Artworks will be artwork of a Sitter chosen by the Producer to be produced within an approximately 1 day period (or such other period as the Producer at its discretion may determine) 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.
  - b. The second of the Final Artworks is intended to be an artwork created and filmed at a location in London (“the Final Location”) on Friday 24<sup>th</sup> July 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 Portrait of a Sitter at the Final Location, or each Finalist may be required to depict different Sitters 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. Your Final Artworks may be offered to the Sitter and if offered, Your Final Artworks shall be gifted to the Sitter. If Your Final Artworks were gifted to the Sitter, the Sitter may (or may not) agree to loan Your Final Artworks to the Producer for the purposes of The Exhibition.

#### The Competition: The Prize

30. It is intended that the prize for the Winner (“the Winner’s Prize”) shall be a commission to create an artwork depicting a Portrait (“the Winner’s Prize Artwork”) for which the Winner will receive a fee of £10,000 (ten thousand pounds) (“the Winner’s Prize Fee”) for creation, completion and delivery of the Winner’s Prize Artwork on dates and times and locations to be determined by the Producer at its absolute discretion. 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 completion and delivery of the Winner’s Prize Artwork. The Producer will have the right (but not the obligation) to display the Winner’s Prize Artwork at any location and for any period of time determined by the Producer. It is the Producer’s intention (but is not guaranteed) that the Winner’s Prize Artwork will be displayed to the public in a prestigious location.
31. If You are chosen as the Winner, You must be available between the Final Date and 26<sup>th</sup> October 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 2020 (“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. 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

33. If You are chosen as a Shortlisted Artist or a Reserve Shortlisted Artist, You must be available for filming between 7<sup>th</sup> July – 16<sup>th</sup> July 2020, notwithstanding the intended Heats dates indicated at paragraph 16 above (which are subject to change), and notwithstanding any date confirmation provided on or around the Notification Date. The Producer reserves the right to add and/or further alter dates where desirable for the needs of production. You agree to use Your best endeavours to be available for any alternative and/or additional dates requested in July and August 2020.
34. 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 between 21<sup>st</sup> - 23<sup>rd</sup> July 2020 (during any times requested by the Producer between from 8.00 a.m. to 8.00 p.m.).
35. If You are chosen as a Finalist, and in addition to the dates required at paragraph 27 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. To attend a reasonable number of 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 34 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

36. The Producer may (but does not guarantee) to produce an Exhibition of artworks created during the Competition, ("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 of the Heat Artworks, the Semi Final Artworks and the Final Artworks to be placed in The Exhibition shall be at the absolute discretion of the Producer. If an artwork You created is in The Exhibition, the Producer shall inform You of the dates and locations your artworks will be displayed. The Producer shall only meet your expenses to attend any part of The Exhibition where the Producer has specifically requested Your attendance and where the Producer has pre-agreed such expenses in writing in advance. For the avoidance of doubt, the Producer does not guarantee or represent any intention to produce The Exhibition.
37. Entries for the Competition will be acknowledged on receipt, but the Producer accepts no responsibility whatsoever for entries that are lost, delayed, misdirected, damaged in transit or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt.
38. You are responsible for the cost (if any) of creating Your Self Portrait Entry and Additional Works of Art and generally with respect to submitting your application to the Competition and sending it to Us, as well as all other costs associated with Your participation in the Competition. If you are chosen as a Shortlisted Artist, or a Reserved Shortlisted Artist, the Producer will make an ex gratia payment of £50 (fifty pounds) towards your travel/hotel

and subsistence costs incurred in attending the Heats. This will be payable in cash on the day of the heat which you are attending. For the avoidance of doubt, You will be responsible for transportation of Your Portrait Entry and Additional Works of Art to and from the Heats, other than in exceptional circumstances to be agreed at the sole discretion of the Producer.

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 You are selected as a Shortlisted Artist, or a Reserved Shortlisted Artist, You must when You are first contacted by us 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 now 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 Competition, as all circumstances told to Us will be taken into account. If You are selected to attend one of The Heats, 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 Competition, and/or are in breach of these Terms and Conditions and/or act in some way which We believe will bring Us and/or Sky and/or the Competition and/or the Series into disrepute and/or impair the integrity of the 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 chosen as a Shortlisted Artist, Semi-Finalist or Finalist, You and anyone You intend to bring with You to the Heats, or subsequently the Semi-Final or Final may be filmed for the Series.
45. Prior to, and as a condition of, Your participation (or in the case of Reserve Shortlisted Artists, Your potential participation) in the Heats and beyond, 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 the 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 47 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 and the winning commission (“the Artworks”) will be fully assigned to the Producer by way of the Agreement. The rights assigned to the Producer will (subject to paragraph 46 below) be re-assigned to you in respect of any Artworks created by you **other than** (i) any Artworks gifted to a Sitter 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 uses of images of the Artworks (such as restrictions on use of images of the relevant Sitters embodied in the Artworks for commercial or advertising purposes) and/or 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 Shortlisted Artists, Semi-Finalists and Finalists may be required for promotional activity related to the Series and/or Sky and/or Series 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 Series sponsor websites and marketing materials) and shall participate in all such activities on the Producer's request without compensation. The Shortlisted 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 Us 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 submitting an entry to the Competition, You grant to Us in relation to all of the materials submitted by You (including without limitation any paintings, drawings, photographs or video submitted) (the "Materials"):
  - a. the right (but not the obligation) to record footage and images of You and the Materials 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 and the Materials 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 and/or Materials 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 Competition entry and/or as a Shortlisted Artist, Semi-finalist or Finalist of the Competition.
50. The Producer shall be free to assign or license their rights in the Footage and/or Materials without Your prior consent and under no circumstances shall You be entitled to injunct or restrain the transmission or use of the Footage or Materials (or any part of it).
51. You irrevocably and unconditionally waive any so-called "moral rights" in the Footage and/or the Materials (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 the Materials and/or or the Series in any way constitute an infringement of Your moral rights or on the grounds that the Footage and/or Materials have been subjected to a derogatory treatment.

52. You warrant that You own the copyright to Your Competition entry as its author, and that You own and can grant all rights in Your Materials as required under these Terms and Conditions. You also warrant that the Materials shall not contain any material that constitutes an infringement of copyright of a third party.
53. The Producer accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by You as a result of Your entering into the Competition. The Producer further disclaims liability for any injury or damage to You or Your Materials relating to or resulting from downloading or delivering such Materials.
54. 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 no any third party shall have any liability to You in this regard.
55. 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 Competition in accordance with the Producer's requirements for any reason, then the Producer reserves the right to award a place in the Competition to another entrant. 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.
56. The Producer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this 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.
57. The Series is intended for first broadcast in 2020 on Sky Arts but the Producer provides no guarantees in this regard.



58. Nothing in these 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.
59. The Competition and these 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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