

STORYVAULT FILMS

'Sky Arts Portrait Artist of the Week' (working title)

Terms and Conditions

1. We are Storyvault Films Ltd. of Bridge Studios, 107a Hammersmith Bridge Road London W6 9DA (referred to in these Terms and Conditions as “the Producer”, “we”, “us” or “our”).
2. These terms and conditions (“Terms and Conditions”) relate to a series of audio-visual programmes, produced by us, and currently entitled “Sky Arts Portrait Artist of the Week” (title subject to change at our discretion) (“the Series”), which we intend (but do not undertake) shall be hosted or otherwise broadcast on or by Facebook (“Facebook”) and British Sky Broadcasting Limited (“Sky”).
3. The Series may (but is not guaranteed to) invite the audience watching the Series on Facebook and/or Sky (“Viewers” and each individual, “Viewer”) to post portraits created by themselves (“Viewer Artworks”, and each, “Viewer Artwork”) on Instagram, Facebook or Twitter (“Social Media”) with the hashtag **#myPAOTW** (“Hashtag”).
4. If we invite Viewers to post Viewer Artworks, and a Viewer posts a Viewer Artwork with the Hashtag, it is intended (but not guaranteed) that our production team on the Series will be able assess Viewer Artworks and the judges on the Series (“Judges”) may (but shall not be obliged to) select a limited number of Viewer Artworks (presently intended but not guaranteed to be 3 Viewer Artworks) as the Judges’ favourite Viewer Artworks in relation to that week’s episode of the Series. **Please note: the foregoing is stated only as a general guide to our presently anticipated intentions with regard to Viewer Artworks, and is subject to change or cancellation at any time at our discretion.**
5. **By posting a Viewer Artwork on Social Media using the Hashtag, the Viewer posting the Viewer Artwork shall be deemed to have irrevocably and unconditionally accepted these Terms and Conditions.**

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6. Viewers may not post any Viewer Artwork unless:
 - a. The Viewer Artwork being posted has been personally created by the Viewer posting it;
 - b. The Viewer is over 18 years old;
 - c. The person who is depicted in the Viewer Artwork being posted has given permission to the Viewer to post it.
7. The Producer will own all rights of every nature in and to the Series, on a freely assignable and fully controlled basis, and shall have the right (but not the obligation) and the right to authorise any third parties to broadcast, use or otherwise exploit the Series (which may include images of Viewer Artworks) in all media throughout the world without restrictions, limitations or conditions of any kind (“Producer Rights”). The Producer Rights include, without limitation, the right (and the right to authorise third parties) to reproduce images of the Viewer Artworks for any purpose associated with the Series and/or the Producer and/or Sky.
8. Viewers will retain the copyright in the Viewer Artworks created by the relevant Viewer, but all Viewers shall be deemed to grant the Producer a worldwide, irrevocable, unconditional, royalty free (but non-exclusive) licence to use, copy, reproduce or otherwise exploit such Viewer Artwork for the purposes of exploiting the Producer Rights (“Viewer Licence”).
9. Viewers will not be paid any money or win any prize for the inclusion or use of Viewer Artworks in the Series and/or for exploitation of the Producer Rights and/or for the Viewer Licence.
10. We may (but shall not be obliged) to contact a Viewer who has posted a Viewer Artwork judged by the Judges (at their sole and complete discretion) to be among the best Viewer Artwork posted that week. If we elect to contact, the relevant Viewers agree to promptly respond to any messages we may send via Social Media and to respond fully and honestly to any questions we may ask to verify the conditions in which the Viewer Artworks were created. We may (but shall not be obliged) invite Viewers who created

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Viewer Artworks judged by our Judges to be among the best that week to take part in a call (live or pre-recorded, by phone or by video, all at our discretion) with our Judges on an episode of the Series to discuss the relevant Viewer Artwork. Where we do, the recordings in which Viewers feature that are included in the Series shall be owned by us and shall form part of the Producer Rights.

11. Viewers shall be deemed to have irrevocably and unconditionally waived in perpetuity the benefits of any provision of law known as “moral rights” or any similar law in any country of the world, and shall be deemed to undertake not to institute, support, maintain or permit any action or lawsuit in any part of the world on the grounds that the Series or any version or adaptation or any derivative right or product in any way constitutes an infringement of any so-called moral rights or is in any way a defamation or mutilation of Viewer Artworks and/or Viewers’ contribution to the Series and/or that any of the foregoing contains unauthorised alterations, adaptation or translations and/or on the grounds any of the foregoing has been subjected to a derogatory treatment. Viewers shall be deemed to have agreed to waive any claim of any nature against the Series (and the Judges and all other contributors to the Series) or the Producer or Facebook or Sky (or any other broadcasters or third party licensee(s) of any rights in and to the Series) in respect of the Viewers and the Viewer Artworks appearance or portrayal and/or any uses of the Viewer Artworks or the Series as may ever be made (such claims including without limitation, claims for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, exhibition or other use of the Viewer Artworks or the Series). Viewers shall be deemed to have agreed and acknowledged that the Producer, Facebook and Sky have sole and complete editorial control of the Series.
12. We shall have no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by Viewers as a result of posting Viewer Artworks on Social Media or by Viewers taking part in or Viewers and Viewer Artworks being included in the Series.

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13. Viewers shall be deemed to have agreed to the collection, retention, usage and distribution of Viewers' personal information in order to process and contact Viewers. Any information supplied (including 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.

14. We reserve the right to cancel or modify or augment the Series at any time, which may include (without limitation) cancelling, modifying or augmenting the element of the Series that involve Viewer Artworks.
15. Nothing in the 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.
16. The Terms and Conditions will be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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Posting Your #myPAOTW - Short House Rules

You must not post a photo, video or text that:

- Contains personal details (yours or someone else's such as showing house numbers/names with street sign posts or school signage).
- Contains denigrating imagery or encourage or condone criminal, illegal or immoral behaviour.
- Contains racist, sexist, homophobic, bigotry, abusive or otherwise objectionable imagery or statements.
- Breaks the law, or encourages/supports breaking the law. This includes libel, contempt of court and breach of copyright.
- Contains third party copyright material without their permission.
- Contains crude, rude or disreputable imagery or statements not suitable for all age groups.
- Trolls/bully's presenters, on screen talent or other contributors.
- Makes unfounded or unproved allegations against a person, organisation or group.
- Uses offensive language or purposefully offends. This may include swear words with asterisks replacing some letters.
- Contains imagery of another person[s] that you have submitted without obtaining that person's consent.
- Spams the service with junk or is content that is repeated more than once.
- Gives advice that could be dangerous or result in injury.
- Deviates from the topic.
- Advertises goods or services.
- Includes URLs of third party websites which may contain offensive or illegal material.
- Repetitively or continuously repeats complaints.
- Pretends to be anyone else but you.

Anyone who submits material that breaks these rules or our Terms of Use, or abuses the system, may be banned from contributing in the future and could be reported to the authorities.