

## Rules

By entering this competition you agree that you have read, understood and agree to be bound by these competition rules and the competition brief. (Together the 'Rules')

We are inviting entrants ("you" or "your") to submit artwork ("your artwork") that communicates what hope means to you, for your local area, for the world.

Your entry ("entry") includes your artwork and all information submitted by the participant alongside the artwork.

The winning artwork will be known as the winner of EMERGE.

## **ELIGIBILITY**

1. The competition is open to UK residents aged 17-25 who live work or study in Cumbria. If you are under 18 years old, you represent and warrant to us by entering this competition that your parent/guardians have consented to your entry and to these Rules which they have read. Proof of age and identity may be required.
2. Officers and employees of Tullie House Museum and Art Gallery and members of their families or households are not eligible to enter the competition.
3. You may submit multiple entries. Illegible, incomplete, defaced or corrupt entries will not be accepted. We do not accept responsibility for lost entries and proof of transmission will not be accepted as proof of receipt.
4. The competition is open from **Friday 3rd July to Tuesday 11th August at noon, midday**. Any entries submitted after this time will not be accepted.
5. Any incomplete entrants, entrants submitted past the deadline or entrants submitted by ineligible candidates, will be destroyed along with any personal information given alongside the entry.

## **SUBMITTING YOUR ENTRY**

6. You can use all mediums of art. You must be able to provide the art or a picture of the artwork in an appropriate digital format.
7. Your entry must include your artwork, your artwork title, name, age, e-mail address, home town and confirmation of whether you live/work/study in Cumbria.
8. You must submit your work using the digital submission process in an appropriate format and file size:
  - a. Image (up to 25MB): jpeg, png, jpg
  - b. Video (up to 15MB): .avi, .mpeg, .mpg, .mpe, .mp4, .mkv, .webm, .mov, .ogv, .vob, .m4v, .3gp, .divx, .xvid.
  - c. Audio (up to 50MB): .aac, .aif, .aiff, .flac, .m4a, .mp3, .wav, .wma.
9. If you have any difficulty or need further support with this, please contact Lindsey Atkinson at [lindsey.atkinson@tulliehouse.org](mailto:lindsey.atkinson@tulliehouse.org) or call 07769326458.

## **INTELLECTUAL PROPERTY RIGHTS**

10. Your entry must be your own work and must not have won a prize in any other competition. It is your responsibility to ensure that your design does not infringe the copyright of any third party or any laws.
11. You warrant to us that your artwork is your own work and that it does not contain anything defamatory, obscene or otherwise offensive.
12. You warrant to us that the artwork is yours and you own the copyright, however, in consideration of our providing the competition, you grant to us a non-exclusive, worldwide, sublicensable, royalty-free and perpetual license to use your artwork, and any other material and/or information submitted with your entry or otherwise provided by you (“your entry”). If you are chosen as the winner, then the provisions of paragraph 22 below will apply instead of this paragraph, 12.
13. Our right to use your entry includes the right to copy, reproduce, modify, and otherwise communicate it to the public, including via the EMERGE website and Hope Streets’ project partners, including but not limited to: Tullie House Museum and Art Gallery, Curious Minds, Blaze, publicity materials and social media including: Facebook, Instagram and Twitter. For the avoidance of doubt we shall not sell or commercially exploit your entry without your consent.
14. We have the right to share all or any submitted artworks via social media platforms during the Festival of Hope Carlisle period (1<sup>st</sup>-26<sup>th</sup> August 2020).
15. You agree we can request your participation and cooperation in a reasonable amount of publicity or other promotional activity with us and agree that we may publish your name (unless you have indicated otherwise in your entry), age, hometown, description of your entry and any photographs, films and/or recordings made by us or on our behalf and featuring you and/or your entry.

## **THE SHORTLIST & WINNING ARTWORK**

16. An assembled panel will shortlist artworks from the submitted entries. All entrants will be notified on or before Tuesday 18<sup>th</sup> August 2020 by e-mail, regardless of whether or not they have been shortlisted. The shortlist will be announced on a Hope Streets digital platform, e.g: Facebook page, Instagram post or website.
17. The artist of the winning artwork (“Winner”) will be notified as part of an online digital event on Tuesday 25<sup>th</sup> August 2020.
18. If the ‘Winner’ is not able to attend the event they will be notified by e-mail no later than 24 hours after the digital online event (26<sup>th</sup> August 2020).
19. If you are notified that your artwork has been shortlisted, we ask you to do your best to attend the event on Tuesday 25<sup>th</sup> August 2020.
20. The judging panel’s decisions are final. No written correspondence or discussion of the competition outcome will be entered into.
21. The competition prize includes:
  - a. a cash prize of £300
  - b. a funded commission for Tullie House Museum and Gallery
  - c. involvement in an online exhibition
22. If you are selected as the ‘Winner’:
  - a. You agree to waive your moral rights in the entry;
  - b. You will assign to Tullie House Museum and Art Gallery, with full title guarantee, (where relevant by present assignment of future copyright) all right, title and interest in and to the copyright, design right and any other intellectual property rights in your submitted entry. This assignment includes the right to

- sue and retain damages and other remedies for any infringement or other unauthorised use prior to the date of submission of your entry to us;
- c. You agree to do such acts and enter into such documents to give effect to this clause (22), and as are required by us to vest in Tullie House Museum and Art Gallery, full ownership of all rights in your entry, and allow us to make the fullest use possible of your entry. You also agree that if you are selected as the 'Winner', you will receive no financial reward in respect of the transfer of ownership of all rights in your artwork to Tullie House Museum and Art Gallery or any royalty payment in relation to the future use of your entry, and;
  - d. You agree that we have no obligation to use your artwork and may edit, alter, adapt, manipulate, modify, or otherwise deal with your artwork in any manner which we see fit. E.g- adding watermark or Tullie House Museum and Art Gallery logo, cropping to keep with dimension regulations for social media or website inclusion. In the unlikely event of needing to make any further changes to the artwork, we will endeavour to contact the artist first.

## MISCELLANEOUS

23. We shall not be responsible for any expenses incurred by any entrant or 'Winner' and/or any guest, parent or guardian (where applicable) in connection with entering this competition, producing your artwork, or the enjoyment of the prizes.
24. We shall not be liable for any damage, loss, injury or disappointment suffered by any person as a result of taking part (or not being able to take part) in the competition or as a result of taking up (or not being able to take up) a prize.
25. Nothing shall exclude or limit our liability for death or personal injury as a result of our negligence, or our or your liability for any fraudulent misrepresentation.
26. We shall keep your personal details for a reasonable time so that we can operate the competition and verify that these rules have been complied with as well as for accounting purposes.
27. Any personal data relating to you will be used solely in accordance with current UK Data Protection Legislation.
28. We reserve the right to postpone or cancel the competition and/or to amend or supplement these Rules at any time without prior notice or liability. Any changes will be posted within these Rules or on the Tullie House Museum and Art Gallery website.
29. We reserve the right to disqualify, without liability, any entrant if we have reasonable grounds to believe that the entrant has breached any of the Rules.
30. Other than the cash-prize of £300, the prizes have no cash-value and cannot be sold on for profit or gain or be transferred.
31. These Rules, and any non-contractual obligations arising out of or in connection with these Rules, and are governed and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with these Rules. (Including claims for set-off), including disputes arising out of or in connection with:
  - a. The creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by these Rules;
  - b. Any non-contractual obligations arising out of or in connection with these Rules.

## Glossary

<b>Defamatory</b>	damaging the good reputation of someone; slanderous or libellous
<b>Fraudulent</b>	obtained, done by, or involving deception, especially criminal deception
<b>Infringe</b>	actively break the terms of (a law, agreement, etc.). "making an unauthorized c
<b>Intellectual Property</b>	a category of property that includes intangible creations of the human intellect
<b>Jurisdiction</b>	the official power to make legal decisions and judgements
<b>Liable</b>	responsible by law; legally answerable.
<b>Moral Rights</b>	rights of creators of copyrighted works generally recognized in civil law jurisdictions
<b>Obscene</b>	offensive or disgusting by accepted standards of morality and decency
<b>Royalty</b>	a sum paid to a patentee for the use of a patent
<b>Sublicensable</b>	the Sublicensor has the right to grant licenses or sublicenses, and extend immunities and additional commitments, to the other Party and its Subsidiaries
<b>Transmission</b>	the act of transferring something from one spot to another
<b>Vest</b>	confer or bestow (power, authority, property, etc.) on someone
<b>Warrant</b>	justification or authority for an action, belief, or feeling