

# **TERMS AND CONDITIONS**

## **Woon Foundation Painting and Sculpture Art Prize**

1. These terms and conditions together with any specific rules set out in Competition Notices (above) are the competition rules and regulations ("the Rules") and apply to the Art Competition. By entering the Art Competition, participants agree to accept and be bound by the Rules.

2. The Art Competition is organised by Northumbria University of Ellison Building, Ellison Place. Newcastle upon Tyne, NE1 8ST.

3. In the event of any differences, contradictions or discrepancies between these terms and conditions and the contents in the Competition Notices, participants accept that the contents of the Competition Notices shall prevail.

4. Northumbria reserves the right to cancel or amend the Art Competition or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside Northumbria's reasonable control.

5. In the event of any dispute regarding the Rules, the organisation and conduct of the Art Competition and exhibition, results or decision on the Art Prizes and any other matters relating to or in connection with the Art Competition, the Art Prizes, entry works of participants or otherwise, participants agree that the decision of Northumbria shall be final and conclusive and Northumbria and/or the Woon Foundation is under no obligation to respond to any correspondence, communication, discussion or otherwise with any of the participants or otherwise.

### **Disqualification**

6. Employees (or members of the families or households of employees) of Northumbria or of any organisations, persons or establishments involved in the Art Competition are not eligible to enter the Art Competition. Northumbria reserves the right not to award any of the Art Prizes (and to select an alternative winner) if Northumbria is aware or has reasonable grounds to believe that any participants is not eligible to compete.

7. By entering the Art Competition, participants confirm that all information submitted is true, current and complete and that the entry works are the works of the participant. Northumbria reserves the right to verify the eligibility of all entrants and to check and question on the said entry works.

8. Northumbria reserves the right to disqualify any participants or his/her entry works if it has reasonable grounds to believe that the said participant has breached any of the Rules.

9. In the event that any winner of the Art Prizes is disqualified from the Art Competition, Northumbria in its sole discretion may decide whether a replacement should be made and any replacement shall be judged by the same criteria mentioned above.

#### Competition Entries

10. Unless stated otherwise in the Competition Notices, each participant may submit a maximum of two of his/her entry works.

11. Competition entries and participation of the Art Competition must be in compliance with the Rules and by the closing date and time specified on the Competition Notices. Failure to do so will disqualify the entries or the participants.

#### Prizes

12. Entries will be judged [within 60 days of the closing date specified in the Competition Notices] from all submitted entries.

13. Prize winners will be notified in the manner and within the time specified on the Competition

#### Notices.

14. Claims for the Art Prizes must be made in the manner and within the time specified on the Competition Notices. Failure to claim any of the Art Prizes within the time or in the manner specified may result in disqualification and selection of an alternate winner as Northumbria in its sole discretion deems fit.

15. By entering the competition candidates confirm that should they be awarded the 1st prize of the "Woon Tai Jee Fellowship", they will accept the said prize and take up the Fellowship position commencing academic year 2019/20 at BALTIC 39 as their first choice regardless of any other postgraduate position or place offered to them by an institution or any other pursuits or endeavours planned for that academic year upon completion of their undergraduate degree.

16. The Art Prizes are non-transferable. Northumbria reserves the right to substitute prizes of equal or greater value at any time as it deems fit.

17. The Art Prizes are awarded at Northumbria's discretion and no prizes will be awarded as a result of improper actions or conduct by or on behalf of any participants. Where entries are being judged on creative or artistic merit or other subjective criteria, Northumbria and/or the judges for the Art Competition (acting reasonably) reserves the right not to select a winner and/or to remove or amend selection criteria and/or the structure and operation of the Art Competition or otherwise if entries are not of the requisite standard.

#### Intellectual Property Rights & Use of Entries

18. For any entry works submitted by the participants for the Art Competition, the participants agree not to use or submit the same entry works for any other art

competitions, exhibitions (other than final year exhibition as required by the participants undergraduate degree course requirements), shows or otherwise pending the announcement of the decision for the Art Prizes.

19. In consideration of Northumbria agreeing to consider participants for the Art Competition and in further consideration of Woon Foundation agreeing to give the Art Prizes, each participant, hereby agrees that Northumbria and/or Woon Foundation (and third parties authorised by Northumbria and/or Woon Foundation) may make any and all entry works available on the website and any other media, whether now known or invented in the future, which may include other internet sites, mobile, television and/or radio or otherwise and the entry works may be made available with advertising, promotion, sponsorship or otherwise. Each participant now grants Northumbria and/or the Woon Foundation (and third parties authorised by Northumbria and/or Woon Foundation) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the entry works) to use, display, publish, transmit, copy, make derivative works or podcasts from, edit, alter, store, re-format, sell and sub-licence or otherwise the entry works for such purposes or otherwise.

20. Northumbria does not guarantee to use or otherwise make available any entry works. Northumbria may also, in appropriate circumstances, and at its sole discretion, reject, any entry works that appear or may appear to be in breach or violate any laws or regulations or otherwise problematic, contentious or litigious (e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc) or for any other reasons whatsoever.

21. The participant's entry works and any information submitted by the participant must be personal to and relate specifically to that participant. Each participant hereby warrants that his/her entry works and all information which the participant submits and/or distributes will not infringe or violate the intellectual property, privacy or any other rights and interest of any third party.

#### Liability

22. Northumbria and/or Woon Foundation cannot accept any responsibility for any damage, loss, injury, suffering or disappointment suffered by any participants entering the Art Competition or as a result of accepting any Art Prizes or failing to receive any Art Prizes from them. Northumbria and/or Woon Foundation is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination of these, including any injury or damage to participant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in or for the Art Competition or for any reasons whatsoever.

#### Data Protection and Publicity

23. Winners of the Art Prizes may be requested to take part in promotional activities and

Northumbria and/or Woon Foundation reserves the right to use the names and addresses of such winners, their photographs and audio and/or visual recordings of them in any publicity and such winners consent to the same.

24. Any personal data relating to participants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the individual's prior consent. Please see Northumbria's privacy policy for further details: <http://www.northumbria.ac.uk/legal/privacy/>

#### Jurisdiction

25. The Art Competition and the Rules will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. The competition web pages are only intended to be accessed from the United Kingdom. Northumbria and/or the Woon Foundation makes no representation that materials on the website relating to the Art Competition are appropriate or available for use at other locations and access to them from territories where their contents are illegal is strictly prohibited. If participants access the website outside of the United Kingdom, they are responsible for compliance with all local laws.