

Derwent Art Prize – Terms and Conditions as at 7.11.17

1. The within terms and conditions (the “**Terms and Conditions**”) relate to an art competition entitled the “Derwent Art Prize” (the “**Competition**”) which the Cumberland Pencil Company, its respective licensees, assigns, parents, affiliates and/or subsidiary companies (the “**Company**”) intends to run during 2017/2018 and from which the Company shall select an unspecified number of works to be exhibited at locations and times to be confirmed by the Company (the “**Exhibition**”).
2. By entering this competition, (the “**Artist**”) accepts these terms and conditions as set out hereinafter and the entrant further accepts that the terms and conditions of this competition may be altered, amended, varied or otherwise modified by the company at any time up to and including the final determination of the competition and that such alteration, amendment or variation may be made orally or in writing and at all times the terms and conditions are at the sole discretion of the company.
3. The Competition is open to all living artists over the age of 18 years old on 1st June 2018 and entries are permitted from the following geographical regions: Europe, North America, South America, Africa, Asia (participating countries: China, Hong Kong, Japan, Singapore, Taiwan, South Korea, India, Pakistan, Indonesia, Malaysia, Philippines, Sri Lanka, Taiwan and Thailand), The Middle East (participating countries: United Arab Emirates, Saudi Arabia, Qatar, Israel, Kuwait, Jordan, Egypt, Bahrain, Oman, Jordan) and Oceania (Australia, New Zealand). Previous prize winners of the Derwent Art Prize are eligible for entry to this competition.
4. The competition shall open at 7am on Tues, 31st October 2017 and shall close at 5pm on Tuesday the 8th May, 2018. Entries received after this date and time shall not be considered for entry under any circumstances. The Company reserves the right, in its absolute discretion, to extend the Closing date of the competition for a reasonable period of time and where so extended the date upon which the Company decide to be the subsequent closing date shall be the closing date for the purposes of these terms and conditions.
5. In order to enter the competition, all entrants shall complete an online application form at <https://www.derwent-artprize.com/online-entry/> (the “**Entry Form**”) and follow all directions therein. All images uploaded for the purposes of completing the entry process shall not be manipulated or otherwise artificially or digitally enhanced by the Artist.
6. The submitted entry (the “**Work**”) must be original, created in pencil (including water-soluble, pastel, graphite, charcoal or coloured pencils). The work must not exceed 182cms in its greatest dimension. There is no minimum size limit. The Competition is open to both 2 dimensional and 3 dimensional works. Any component part of the pencil can also be used in the creation of artworks. All entered work must have been completed within the last 3 years. The work selected for exhibition must be available from 1st September 2018 – 31st January 2019. While the company shall endeavour to provide advance notice to all entrant with respect to key dates and

timelines, the company reserves the right to make such alterations and changes to key dates as are reasonably necessitated.

7. A third party (e.g. gallery, agent or other representative) may submit work on behalf of the artist, but the third party must confirm:
 - a. receipt of the artist's permission, and provide evidence of full authority and legal right, to submit the work, and;
 - b. that in order to provide the information regarding the artist or the artist's work, they have first consulted with the artist and made all appropriate enquiries for the purpose of providing that information and taken the necessary steps to ensure accuracy of all such information provided, and;
 - c. agree to be bound by these Conditions of Entry as the artist would be had they entered;
 - d. do hereby indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising from the submitted work.

8. Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for exhibition. The Company shall retain full and sole discretion over every question as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible works:
 - a. Copies of original works;
 - b. Works that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright);
 - c. Works that have been previously exhibited;
 - d. The work is incomplete;
 - e. Work, that in the reasonable view of the Company, contain noxious or toxic substances, are flammable below 50°C or incorporate dangerous electrical equipment or are otherwise considered inconsistent with safe exhibition, handling or storage;
 - f. Work, that in the reasonable view of the Company, is likely to breach the Racial and Religious Hatred Act, 2006/

9. Artists are reminded that all work submitted must conform to all health and safety standards and regulations.

10. In addition, the Company reserves the right to disqualify a work, where in the reasonable view of the Company:
 - a. The work does not meet any of the entry criteria;
 - b. The Artist cannot be contacted;
 - c. The Artist does not respond within 48 hours of being contacted by the Company.

11. The competition is not open to employees, directors, officers, and agents or servants of the Cumberland Pencil Co, ACCO (UK) Ltd, ACCO Brands Corporation US, their respective licensees, assigns, parents, affiliates and/or subsidiary companies, and their immediate family members of their households.
12. The judges shall be appointed by the Company in such number and of such qualification as it sees fit at its sole discretion. The Judges' decision shall be final and no correspondence will be entered into. All works will be judged anonymously and there will be no segregation by country, genre or style etc.
13. The Company shall endeavour to notify successful Artists who will be invited to have their work exhibited (the "**Selected Artist(s)**") on or shortly after Monday the 4th June, 2018 or such other date as the Company, at its absolute discretion, shall elect (the "**Notification Date**"). On or shortly thereafter the notification date, all selected artists will be contacted and provided with full delivery details and the relevant dates. The delivery of the work to and from the exhibition is the responsibility of the artists. The Company may seek verification of the Artist's eligibility to enter the competition and may be required to provide further high quality images of their work for marketing or promotional purposes.
14. All work should be delivered unwrapped, when delivering in person. Framing or mounting of works, if required for exhibition, is also the responsibility of the artist and must be carried out prior to delivery. Works not requiring framing or mounting must be suitably protected to avoid damage in transit and clear indication should be given as to how the work could be presented. A full list of recommended carriers will be available for artists selected for exhibition.
15. The return of work after the exhibition is also the responsibility of the artists. The Company reserves the right to dispose of any works after the exhibition that have (i) not been collected by the artists or (ii) where the artists have made no attempt to collect their work within 3 months of the collection date.
16. Entries shall be sent:
 - a. **By post or courier:** to arrive between the 28th August to 13th September 2018 to Art Moves of Chelsea, Chelsea Self Storage, Blantyre Street, London, SW10 0EQ
 - b. **In person:** to arrive on the 13th September 2018, between 10am and 5pm to Art Moves of Chelsea, Chelsea Self Storage, Blantyre Street, London, SW10 0EQ
17. As regards Artists who are not resident in the UK or concerning entries that emanate from outside the UK, all selected artists will be contacted after the selection with full delivery details and dates. The delivery cost of the work to and from the exhibition is the responsibility of the artist and the artist shall be responsible for any import custom charges and duties. Framing or mounting of works, if required for exhibition, is also the responsibility of the artist and must be carried out prior to delivery. Works not requiring framing or mounting must be suitably protected to avoid damage in transit and clear indication should be given as to how the work could be presented. Entries from outside the UK shall be sent:
 - a. **by post or courier:** to arrive between the 28th August to 13th September 2018 to Art Moves of Chelsea, Chelsea Self Storage, Blantyre Street, London, SW10 0EQ

18. Value Added Tax (VAT) or other tax or charge may be levied at the port of entry in the UK, and the Company or any of its affiliates or parents, must not be listed as importer of the work. The artist agrees to indemnify the Company or any of its affiliates or parents, for any charges or taxes incurred by it as a result of the importing of the work for the purposes of display in the Exhibition. It is recommended that work be consigned through an accredited agent for delivery. Artists are required to ensure that their agents are fully aware of these terms and conditions of entry. Useful contacts include: HMRC information on VAT and UK entry procedures may be obtained from HMRC (telephone + 44 (0) 845 010 9000). Open Monday to Friday 8.00 am to 6.00 pm (GMT); www.hmrc.gov.uk).
19. The return of work after the exhibition is also the responsibility of the artists, including any custom charges and duties. The organisers will endeavour to retain packaging for international work. Artists are reminded to clearly mark their packaging with their name. The Company, or any of its affiliates or parents, reserves the right to dispose of any works after the exhibition that have not been collected by the artists or where the artists have made no attempt to collect their work within 3 months of the collection date.
20. All artists selected for exhibition will be invited to the Private View and Competition Prize Giving on Tuesday 18th September 2018 or other such date as announced.
21. The Company will endeavour to organise an exhibition tour of the selected works at locations and times to be confirmed (the "**Exhibition**"). All decisions relating thereto are within the sole discretion of the Company and the Company makes no representations or offers any guarantees as to the intentions surrounding the Exhibition. The Company accepts no liability howsoever arising for entries that are delayed, misaddressed or impaired, damaged, or incapable of transport.
22. The artist shall be responsible for all costs associated with creating the work.
23. By completing the entry form, the Artist agrees to the Company collecting, retaining, processing, or otherwise utilising the Artist's personal information solely for the purposes of processing the Artist's entry to the competition, the promotion and administration of the competition and the creation of the exhibition. The Artist's personal information will not be shared with third parties or otherwise processes for alternative purposes without the Artist's consent.
24. If the Artist is informed that their work has been selected, the Company shall be entitled to receive verification from the Artist of details pertaining to any and all legal proceedings (either civil or criminal) that may be in being, or contemplated against the Artist. Should any related details change materially during the course of the competition, or where any information concerning the Artist becomes materially inaccurate between time of entry and the end of the competition / exhibition, the Artist shall bring such changes to the attention of the Company without delay. It should be noted that all such sensitive personal data shall be treated with the utmost confidentiality by the company and shall not preclude the Artist from competing. All such decisions remain at the discretion of the Company.
25. By completing the entry form and by providing any further information to the Company in relation to the competition, the Artist warrants that all such information supplied is truthful,

accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the company, that the Artist is in breach of this warranty, or where the company understands or apprehends there to be a risk that the Artist, has or will bring the competition or the company into disrepute, the company shall be entitled to take such steps as are necessary to conclude the Artist's involvement in the competition forthwith.

26. The Artist shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the company save where such information is already in the public domain or the express written consent of the company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these terms and conditions.
27. Any Competition monies awarded to winning artists is paid gross of all taxes and charges. The prizes are as follows:
 - a. First Prize £6,000
 - b. Second Prize £3,000
 - c. Third Prize £1,500
 - d. People's Choice Award – Exhibition £750*
 - e. Young Artist Award – For artists under 25 years £750
 - f. Coloured Pencil Award for Excellence – £500

*The "People's Choice Award shall be determined and awarded in a fashion determined by the Company alone. For the avoidance of doubt, the Company shall have full and final discretion on all questions pertaining to the award of this prize and the Company shall take into account the views expressed by members of the public in relation thereto.
28. Notwithstanding the above, prize quantum and composition remains at all times at the sole discretion of the Company.
29. It is the responsibility of the winning artists to declare, if relevant, such winnings as income to their local tax authorities and the winning artists shall be wholly liable for any taxes payable and shall indemnify and hold the Company safe and harmless from all claims relating to such taxes and charges. The Company shall in no circumstances be liable for any taxes payable on such awards.
30. Artists are responsible for paying all travel costs and expenses incurred if they wish to attend the Exhibition or Private View or any element thereof.
31. Works selected for exhibition may be offered for sale. The Company will levy 40% plus VAT commission on all works sold during the exhibitions or afterwards directly as a result of the Derwent Art Competition both at the exhibitions and on the website. Artists must make sure that their sale price includes the commission and, if applicable, VAT. Artists who are registered for VAT must ensure that they include their VAT number on the Entry Form.
32. A red spot will be used to indicate to the public that the work is sold. The Company will send official offers of sale by email to the artist. This will incorporate a statement summarising the

details of the transaction. The Cumberland Pencil Company's role is strictly limited to introducing the purchaser to the artist. The Cumberland Pencil Company does not act as the artist's agent or partner, and has no authority to negotiate or conclude the sale of a work.

33. During each of the exhibitions the artists will be contacted by the organisers to make arrangements for the collection or return of their work if unsold. International artists are reminded that they are responsible for the cost of return of their work including any customs or export duty. Any works not collected by the artists will be subject to storage charges. The Company reserves the right to dispose of any works after the exhibition that have not been collected by the artists or the artists have made no attempt to collect their work within 3 months of the collection date.
34. Whilst the Company shall use reasonable skill in all circumstances in handling artists' works, occasional damage to works may occur. The Company shall have no liability whatsoever for any loss, damage or destruction (including loss of profits or any other consequential loss, indirect or incidental losses) to, or relating to, a work of art submitted for exhibition unless such loss arises as a direct result of negligence by the Company. The Company's total in connection with these conditions of entry (whether from negligence, tort, breach of contract or otherwise) shall not exceed the lower of the value of the work of art as stated on the Entry Form (if provided) or the value as determined by an independent valuer selected by the Company.
35. It is highly recommended that the exhibiting artists insure with a reputable insurance company their works of art for their market value.
36. The Company reserves the right to deny admission to the competition, or withdraw a work from the competition or exhibition if for any reason the work, or any circumstances surrounding the display of the work, appears to the Company to expose it to risk of legal proceedings, reputational damage or other potential loss or if the Work acts in any way detrimental to the brand of the Company.
37. Each artist, by entering the Derwent Art Competition confirms that they hold all intellectual property rights in the work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted work.
38. Without prejudice to the within terms, the company recognises that the copyright in all works created by the Artist remains with the Artist, however it is a necessary condition of entry, and by so entering, the Artist hereby agrees to grant all necessary rights licences, approvals and authorisations to the company to include, inter alia, the Artist's work in any footage recorded or captured during the competition / exhibition, including the right to use such images for the promotion of the competition, exhibiting the work publically, referring to the work on digital platforms in the control of the Company, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Artist hereby grants the company with a non-exclusive, worldwide, royalty free licence to use and publish such footage or materials obtained or others materials in electronic format for purposes connected solely with the competition. Where further consent is necessary from the Artist, it shall not be unreasonably withheld.
39. The company shall be at liberty to assign or licence their rights in such footage or other materials without the prior consent of the Artist and the Artist hereby agrees to forego all injunctive or

other legal remedies with the intent of restraining the use by the company of all footage or material obtained, in any jurisdiction. The Artist is hereby notified of its entitlement to obtain independent legal advice prior to the entry of this competition, whether the Artist chooses avail of such advice or not.

40. The Artist hereby waives (i) all moral rights as may exist in any footage or imagery or other materials obtained that contain the Artist's work under the Copyright, Designs and Patents Act or 1988 (as amended) and (ii) all such equivalent or commensurate rights as may exist in any other jurisdiction worldwide. The Artist furthermore agrees to not permit, or cause to be instituted, legal proceedings in any jurisdiction any claim regarding any infringement of moral (or commensurate rights), or claim regarding any alleged derogatory treatment of the Artist's work.
41. Artists will allow the work to be photographed and reproduced by the Derwent Art Competition for the purposes of promoting the exhibition including; catalogue, press and publicity and websites in all territories. Copyright of all works remains the property of the artist. Any enquiries for copyright will be referred to the artist.
42. For the avoidance of doubt, the Artist hereby warrants that they own the copyright to the competition entry and further warrant that the work contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property.
43. In accordance with the Data Protection Act 1998 (and all other relevant Data Protection legislation as may be enacted from time to time), the Company will hold the personal data of artists supplied on the Entry Form securely. The data will only be used in the process of administering the Derwent Art Competition and will not be transferred to any third party not directly involved in this Exhibition.
44. By entering the Derwent Art Competition artists are agreeing to all of the within Conditions of entry. The Company's decision on all matters pertaining to the above is final. The Company reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this competition.
45. Nothing in these terms shall exclude the company's liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the Company's negligence.
46. The Artist acknowledges that in entering into these terms and conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
47. These terms and condition (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
48. The Artist shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and

all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of these terms by the Artist.

49. This competition and the within terms and conditions, and all questions relating thereto shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
50. The Cumberland Pencil Company is a trading name of ACCO (UK) Ltd (197754). Registered office is Oxford House, Oxford Road, Aylesbury, Buckinghamshire HP21 8SZ.