

### **Exhibition Terms & Conditions**

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("**Rules**") and apply to the Open Call for Entries for the Exhibition 'Impromptu' ("**Competition**"), unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
2. The Competition is organised by Cerise Art Agency and The Embassy of Bulgaria, 186-188 Queen's Gate, London, SW7 5HL from 31<sup>st</sup> October until 13<sup>th</sup> November 2010r.
3. Cerise Art Agency reserves the right to cancel or amend the 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 Cerise Art Agency's reasonable control. Any changes will be posted either within these terms and conditions or the Competition Notice.
4. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of Cerise Art Agency shall be final and no correspondence or discussion shall be entered into.

### **Qualifying Entrants**

5. Professional painters and sculptors working and living either in the UK or Bulgaria can enter the competition.
6. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. Cerise Art Agency reserves the right to verify the eligibility of all entrants.
7. The address you provide with your competition entry ("**Entry**") will be used to send any prizes so please make sure this is correct. Unless stated otherwise in the Competition Notice, Competitions are only open to residents of the United Kingdom and you are not entitled to enter the Competition if you are resident outside of the United Kingdom. Where a Competition is open to entrants from outside the United Kingdom, you are not entitled to enter the Competition if you are resident in a country or jurisdiction where the Competition may breach any law or regulation. Where this applies, Cerise Art Agency's invitation to enter the Competition in such country and/or jurisdiction is withdrawn.
8. Where a Competition is open to all age groups, Cerise Art Agency assumes that by using the website and entering the Competition (and you warrant that) you are aged 18 or over. If a Competition is only open to a certain age group (e.g. 18 and over), this will be set out in the Competition Notice and Cerise Art Agency assumes that by entering the Competition (and you warrant that) you are the appropriate age to enter the Competition).
9. Cerise Art Agency reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.
10. In the event that any entrant is disqualified from the Competition, Cerise Art Agency in its sole discretion may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

### **Competition Entries**

11. Unless stated otherwise in the Competition Notice, you may enter the Competition with a maximum of 5 works, however where a winner has been selected and Cerise Art Agency discovers or has reasonable

grounds to believe the winner has used any software or automated process either to answer questions or to make bulk entries, Cerise Art Agency may select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules.

12. Competition entries must be made in the manner and by the closing date and time specified on the Competition Notice. Failure to do so will disqualify the entry.

13. There is a charge of £20 for each work submitted with a maximum of 5 works by applicant.

14. Proof of posting or emailing cannot be accepted as proof of delivery. Cerise Art Agency cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorised access to Entries, or Entries lost, damaged or delayed as a result of server functions, technical issues, virus, bugs or other causes outside Cerise Art Agency's control.

15. Entrants should note that unless stated otherwise, Cerise Art Agency does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.

### **Prizes**

16. Unless stated otherwise in the Competition Notice, prize winner will be chosen by the judge panel from the shortlisted Entries, within 28 days of the closing date specified in the Competition Notice. In all matters, the decision of the judges and Cerise Art Agency shall be final and no correspondence or discussion shall be entered into.

17. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published on the website or you can e-mail Cerise Art Agency at [welcome@ceriseagency.com](mailto:welcome@ceriseagency.com).

18. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

19. Prizes are non-transferable and there is no cash alternative. Cerise Art Agency reserves the right to substitute prizes of equal or greater value at any time.

20. Prizes are awarded at the judging panel's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant. Where Entries are being judged on creative or artistic merit or other subjective criteria, Cerise Art Agency and/or the Competition judges (acting reasonably) reserve the right not to select a winner, and/or to remove or amend selection criteria and/or the structure and operation of the Competition if Entries are not of the requisite standard.

21. Cerise Art Agency reserves the right to request written proof of age of any winner.

22. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the entrants.

### **Intellectual Property Rights & Use of Entries**

23. Cerise Art Agency does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership of your Entry and, although Cerise Art Agency will be able to use Entries as set out in the Rules, you will also have the right to use your Entry in any way you choose. Where any Entry is to be used in a different way (e.g. we are asking to own this) this will be made clear on the website and you will then be able to choose whether to enter the Competition. If you win a prize, as a condition to receipt of that prize, you may be required to sign a release form (in Cerise Art Agency's then current standard form) in connection with the prize-winning submission.

24. In consideration of Cerise Art Agency agreeing to consider entrants to the Competition, each entrant hereby agrees that Cerise Art Agency (and third parties authorised by Cerise Art Agency) may make any and all Entries 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 and that Entries may be made available with advertising and/or sponsorship. You now grant Cerise Art Agency (and third parties authorised by Cerise Art Agency) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the Entry) to use, display, publish, transmit, copy, make derivative works or podcasts from, edit, alter, store, re-format, sell and sub-licence the Entry for such purposes.

25. Cerise Art Agency does not guarantee to use or otherwise make available any Entry. Cerise Art Agency may also, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to Entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

26. Your Entry and any information submitted by you must be personal to and relate specifically to you. You hereby warrant that your Entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Cerise Art Agency reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

### **Liability**

27. Cerise Art Agency cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. Cerise Art Agency 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 entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude Cerise Art Agency's liability for death or personal injury as a result of its negligence.

### **Data Protection and Publicity**

28. Winners may be requested to take part in promotional activity Cerise Art Agency reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.

29. Any personal data relating to entrants 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 Cerise Art Agency's privacy policy for further details. Data relating to entrants will be retained by Cerise Art Agency for a reasonable period after the Competition closes to assist Cerise Art Agency to operate competitions in a consistent manner and to deal with any queries on the Competition.

### **Jurisdiction**

30. The Competition and Rules will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. The Sites are only intended to be accessed from the United Kingdom. Cerise Art Agency makes no representation that materials on the Site relating to this 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 you access the Site outside of the United Kingdom, you are responsible for compliance with all local laws.

### **How to contact us**

*34. You can contact us in relation to any Competition by writing to Cerise Art Agency, Exhibition 'Impromptu', 2 Billets Hart Close, London, W7 2PY, UK.*