

## **THE LUMEN PRIZE 2016/17 Terms and Conditions**

These terms and conditions govern the participation in The Lumen Prize to be produced by The Lumen Prize as operated by Lumen Projects Limited (from now on referred to as the "Organiser"). We recommend the reading, with maximum care, of each item of the terms and conditions below. Full acceptance of each item is a requirement of your entry and participation in The Lumen Prize Global Tour.

### **NOTE TO ENTRANTS**

The Lumen Prize is owned by the Organiser, a not-for-profit company limited by guarantee and registered in England & Wales. All revenue from entries or other Organiser activities are used exclusively for organising the competition, the global tour and other events which meet The Lumen Prize's goal of raising the profile of digital art globally. The Board of Lumen Projects does not benefit in anyway from the revenue raised through entries or other activities.

### **ENTRY CONDITIONS**

1.1 Only works registered through the website [www.lumenprize.com](http://www.lumenprize.com) will be accepted.

1.2 To register it is necessary to complete and submit the online Registration Form.

1.3 Individuals may enter as many works as they like. Two works may be submitted with each entry costing US\$45 and each additional entry costing US\$25.00.

1.4 Works that have won other prizes are eligible for entry as long as the entrant retains ownership of the work.

1.5 The Organiser will not accept digitized versions of work done by traditional means such as oils, watercolours, pen and ink, etc.

1.6 Photography is permitted where digital photo-manipulation is an intrinsic part of the work. Digital photography or scanned images can be entered if they have been artistically manipulated by computer software to produce images unattainable through conventional photographic processes.

1.7 Work must be created, at least in part, on digital devices such as tablets, digital cameras, smartphones or computers. Traditional work can be part of the creative process, but the output must generally be digital rather than physical. We will accept physical art works if a digital element is a significant factor in the concept or execution of the work, i.e. a sculpture created by a 3D-printer.

1.8 If a physical work is submitted and accepted, it is at the discretion of the Organiser as to whether it will be displayed at exhibitions or represented by a documentary video. Artists of 2D works may submit a printed version of their work exhibition purposes but the decision to display such work will be the Organisers. In both cases, this will be negotiated between the Organisers and the artists, and the Organiser is not responsible for any cost relating to the transport, display, insurance or any other cost relating to the inclusion of the physical work in the exhibitions. The Organiser is also not responsible for any damage to the work and will not be held accountable for such.

1.9 Specifications:

Time-based and interactive works: The entrant shall provide a link to the works via Vimeo or YouTube in HD. Entries with sound are welcome but the entrant must own the copyright to the sound used. If the sound is created by another individual, permission must be granted and credit given.

2D Works: Please upload files in JPEG or PNG format.

Site-Specific works: Please identify the site where the work was installed and whether a miniature or scaled-down version could be created for The Lumen Prize Tour.

1.10 Candidates shortlisted for The Lumen Prize will be asked to provide images or videos in high resolution,

1.11 The Organiser does not account or have any liability for any participants' bank fees and charges that may be levied in currency conversion and currency transaction by the participating bank or institution. Prizes are paid in US Dollars. Currency conversions to local currency are at the winners' choice at the time of conversion.

1.12 The payment of the entry fee should be made via PayPal. The entry fee must be paid prior to uploading artwork.

1.13 Call for Entries will be open from 15 March, 2016 to 1 June, 2016.

1.14 Call for Entries may be extended at the discretion of the Organiser.

## **SELECTION OF WORKS**

2.1 An International Selection Committee of gallery owners, artists and academics will choose 50 works for display at the 2016 Lumen Prize Longlist which will open in early September 2016.

2.2 A public vote of those chosen for the Longlist will be launched and promoted by the Organiser as the People's Choice Award. Any cases of spam or computer-generated voting detected will immediately disqualify the entry deemed to be benefitting from this activity. The work receiving the most votes from the public will win The Lumen Prize People's Choice Award 2016 and receive a cash prize of US\$250. In the unlikely event of a draw, the Lumen Jury Panel will select the winner.

2.3 The Lumen Jury Panel will select a Shortlist of 25 works and the top cash prize winners in early Autumn 2016. The Winners will be announced in late September at a ceremony in London, England.

2.4 The notification to successful entrants will be made individually by the Organiser via the e-mail address specified in the Registration Form. Artists whose works have not qualified for the Longlist will not be individually notified. However, if your work has not been included in the Longlist, we regret that we do not have the resources to provide feedback.

2.5 Entrants may at any time notify the Organiser at [info@lumenprize.com](mailto:info@lumenprize.com) if they wish to remove their work(s) from the competition after submission and, if they are selected, before the online publication of The Lumen Longlist in September 2016. Please note that once a work has been submitted, the entrance fee will not be refunded, even where the work is subsequently removed (whether by the Organiser or the entrant).

2.6 All winning and shortlisted for The Lumen Prize will be shown digitally or in print format at every venue on the global Lumen Prize Tour. Selected Longlisted works are also eligible for display at selected venues but the decision for inclusion will be at the discretion of the Organiser. Curation of each show will vary from location to location.

## **THE ENTRANT'S RESPONSIBILITY**

The entrant warrants and represents as follows:

3.1 The entrant(s) is / are the sole owner, creator and author of each entry.

3.2 The entrant(s) is / are has the right and full authority to make the entry available to The Lumen Prize.

3.3 Each entry does not contain any infringing, threatening, false, misleading, abusive, harassing, defamatory, pornographic, obscene, scandalous, inflammatory, or profane content.

3.4 Each entry does not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability, or otherwise offend against any other law.

3.5 Each entry does not infringe the copyrights (and related rights), trademarks, design rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy or breach the contract rights of any third party.

3.6 The entry should not include:

- trademarks owned by third parties
- copyright materials owned by third parties
- names, likenesses, voices or other characteristics identifying celebrities or other public figures, living or dead
- material for which the entrant has purchased or secured the rights to use stock images
- material which contain any commercial content that promotes any product or service unless the appropriate written consents from the relevant rights owners have been received.
- In the event any such consent either has not been obtained and/or are not provided to the Organiser, the Organiser has the absolute right to remove the entry. If there is an artistic reason for including material of this sort, please make this clear in the details of how the work was created.

3.7 The entrant shall indemnify and hold the Organiser harmless against all and any claims, demands, loss, damages, liability and costs (including reasonable legal expenses) that the Organiser suffers or incurs as a result of, or in connection with, any breach by the entrant of the warranties in clauses 3.1-3.6 above. In such circumstances, the works subject to any claim or demand will be suspended from the competition pending a final decision of such claim.

3.8 The Organiser reserves the right to remove any entries that it considers do not comply with these terms or be in conflict or otherwise contradict British law or where the Organiser considers that the entrant may have engaged in any improper conduct which may affect the reputation and standing of The Lumen Prize or where the Organiser has any other concerns either about the entrant or the entrant's work.

3.9 By entering the competition, the entrant agrees and acknowledges that the Organiser is permitted to receive the entrant's registration and personal data. All personal information will be used by the Organiser in accordance with its Privacy Policy.

3.10 By entering the competition, the entrant warrants that his/her entries comply with these terms and conditions, and s/he indemnify the Organiser for any breach of this warranty.

## **INTELLECTUAL PROPERTY**

4.1 By entering the competition, entrants do not transfer or surrender the copyright or other intellectual property rights in their work but do grant a royalty free, irrevocable, perpetual, worldwide license to the Organiser, to reproduce, distribute, display and create derivative works of the entries, whether in whole or part, in any media now or hereafter known, including, but not limited to: display at exhibitions; on the website; publication of a book or catalogue featuring select entries in the competition; display in selected public locations; leasing to selected organisations, publication in magazines or online publications highlighting entries or winners of the competition and unrestricted rights to use all statements made in connection with the competition and in a way that the Organiser considers suitable, without the incidence of any liability for the Organiser.

4.2 The entrants also agree to any authorised party delegated so by the Organiser to reproduce, distribute, display, and create derivative works of the entry in connection with the competition and promotion of the competition, in any media now or hereafter known.

4.3 Sponsors have the right to use the winning, shortlisted and Lumen Longlisted works and each artists' name, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval.

4.4 Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the competition and any other purposes outlined in these Terms and Conditions. Please see our Privacy Policy for more details.

4.5 Winning and Shortlisted images and time-based works may be used in press releases of the work. The Lumen Prize does not assume the responsibility for the quality of third-party reproduction from the Prize's or exhibition's publications or website.

4.6 Winning, Shortlisted and Longlisted time-based works may be shown in edited or in 'highlights from' format at some exhibition spaces and in future years of Lumen Prize events.

4.7 The 25 artists selected for the 2016 Lumen Prize Tour may not remove their work from the global tour once they have agreed to take part.

### **SALE OF ARTWORK**

5.1 Limited editions of selected works from The Lumen Prize Longlist or Lumen Prize Shortlist of 25 works may be created at the exhibitions and other venues. The Organisers have the sole right to determine which works will be selected as limited editions.

5.2 Full details of the Lumen Prize Print edition, in terms of size of print, edition number, terms of sale, and artists' commission will be negotiated with those artists chosen. If the offered terms are not agreeable, artists can choose not to take up the offer.

5.3 Lumen Prize artists who have already created an edition of their winning or shortlisted work may be asked to create a second "Lumen" edition of their work or be offered the opportunity to sell remaining editions at Lumen Prize shows. Final decision to create a new edition or sell existing work will remain with the Organisers.

### **JUDGING AND DETERMINATIONS**

6.1 The Organisers' Liability: The Lumen Prize does not exclude or limit its liability for personal injury or death caused by its negligence or for fraudulent misrepresentation or any other liability that may not, by law, be limited or excluded. The Lumen Prize accepts no liability in relation to an entrant's participation (or inability to participate) in the contest, including without limitation any use made by a winner of (or inability to use) the Prize, to the maximum extent permitted by law.

6.2 If the contest cannot be executed as planned due to technical problems or circumstances beyond The Lumen Prize's control, The Lumen Prize shall not incur any liability and no payment or prize of any kind for such contest will be awarded.

6.3 The Lumen Prize's determination and decision on all matters will be final and no correspondence will be entered into. Any dispute or situation not covered by these promotional terms will be resolved by The Lumen Prize's management in a manner it deems to be the fairest to all concerned and, subject to the following section, that decision will be binding on all entrants.

6.4 APPLICABLE LAWS AND JURISDICTION. This contest and these promotional terms shall be governed by English law, and an entrant agrees that any dispute between him/her and the Lumen Prize regarding them or the contest will only be dealt with by the English courts, provided that, if an entrant lives in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.

6.5 If any part of these promotional terms is found to be unenforceable as a matter of law, all other parts of these promotional terms shall be unaffected and shall remain in force.

6.6 DATA PROTECTION. By entering the contest, an entrant agrees to the personal information in his/her application being processed by the Lumen Prize for the purposes of administration of the contest.

6.7 WINNERS' DETAILS. The winner's name and country can be requested by sending a self-addressed pre-paid envelope to Lumen Prize, Cardiff Business Technology Centre, Senghenydd Road, Cardiff CF24 4AY.

6.8 Any queries and comments concerning the contest should be directed in writing to "Lumen Prize 2016" Lumen Prize Exhibition, Cardiff Business Technology Centre, Senghenydd Road, Cardiff CF24 4AY.

6.9 The jury panel's decision is final, private and not subject to any queries or public investigations. The Organisers will not enter into any correspondence regarding the jury panel's decisions.

6.10 In the case of the cash prizes, no employees of the companies involved in the Prize and exhibition may be chosen as a winner.

6.11 Upon filling the online Registration Form, the participants agree with the articles of these Terms and Conditions, as well as with the use of their names, images, voices and photos for publicizing the selection's result, besides their use in advertising, exhibitions, without any additional liability for the Organiser, or third parties indicated by it, during the legal period of copyright protection.

6.12 All doubts and/or questions derived from the present selection process will be resolved by the Organiser, always keeping the current norms of consumer protection. There will be no resource of any type behind the Organiser's decisions.

## **GENERAL**

7.1 The format of printing and displaying of artworks at The Lumen Prize Tour and highlight shows will be at the Organiser's discretion.

7.2. The Organiser assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilised in The Lumen Prize, and the Organiser assumes no responsibility for technical, hardware or software failure of any kind, for lost network connections, corrupt data transmissions, other problems or technical malfunctions with regard to The Lumen Prize. The Organiser assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of the entry. If for any reason an entry cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, the Organiser assumes no responsibility.

7.3. In no event will the Organiser, its parents, affiliates, subsidiaries and related companies, its advertising or promotion agencies, or its officers, directors, employees, shareholders, representatives or agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any contestant's access to and use of the website ([www.lumenprize.com](http://www.lumenprize.com)). Without limiting the generality of the foregoing, everything on the Website is provided "as is", without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for purpose/use or non-infringement.