



# Terms and Conditions of Entry

These Terms and Conditions (“the Terms”) apply to your entry of up to three artworks (“the Work(s)”) in The Royal Academy of Arts’ (“the RA”) Young Artists’ Summer Show (“the Show”) online and/or on-site at the RA.

“You” and “Your” shall refer to the person submitting the Work(s) as either:

- A teacher;
- A student, 12 and under\* or 13 and over; or
- A parent/guardian

\*You must ask your parent/guardian or teacher to submit your work on your behalf.

Please read these Terms carefully before completing Your entry form (“the Entry Form”) as the Entry Form and these Terms, will together form the contract between You and the RA.

## 1. The Royal Academy of Arts

1.1 The RA is a charity registered in England and Wales number 1125383 and a company limited by guarantee registered in England and Wales with number 6298947, whose registered office is at Burlington House, Piccadilly, London W1J 0BD.

1.2 For information requests, please contact us at: [yass@royalacademy.org.uk](mailto:yass@royalacademy.org.uk).

## 2. The Show

2.1 The Young Artists’ Summer Show (the ‘Show’) is organised by The Royal Academy of Arts (the ‘RA’) for all key stage 1-5 students, aged 5-19 years, from schools and colleges in the United Kingdom, including British Schools overseas.

2.2 The Show will be:

- a) an online site available to the public; and
- b) an on-site Show of the final selected Works.

2.3 In order to submit Works, Your school must be registered with the RA

2.4 Any such student may submit up to three Works and/or Images.

2.5 Students may submit one main image and up to two additional ‘detail’ images per Work. ‘Detail’ images may be a close-up image of a 2D work, or in the case of sculpture or other 3D works, photographs of the Work from different angles.

2.6 The Work(s) submitted may include coursework or work created outside school.

## 3. The Work(s) and Images

3.1 The Work(s) and or Images must be the Student’s own original work and not a copy.

3.2 The maximum size of your Work(s) must not exceed 950mm wide x 3000mm high

3.3 The Work(s) must not pose a health and safety risk.

3.4 The following types of Work(s) are not allowed:

a) Work(s) which contain obscene or defamatory content or material.

b) Work(s) that are in breach of copyright.

3.5 Work(s) and or Images selected for the Show will not be offered for sale by the RA

#### **4. Sale of work(s)**

4.1 For the purposes of any sale of Your Work, the RA's role is strictly limited to introducing the Purchaser to You. The RA does not have any authority to negotiate or conclude the sale of Your Work. All sales of Work(s) shall be subject to the terms of sale You put in place between You and the Purchaser. Any disputes relating to a sale of Your Work shall be resolved directly between You and the respective Purchaser without the RA's involvement.

4.2 The RA will provide the Purchaser's details (including their personal data) to you for the purposes of completing and fulfilling the purchase. You hereby agree to comply with all relevant data protection regulations in respect of such personal data. Please note that the RA will not have obtained any consent for You to send marketing or other material, whether electronic or otherwise to the Purchaser and you should obtain such consent if You wish to contact the Purchaser in the future.

#### **5. Entry Form**

5.1 The online form will contain all the details we require to process your application and must be completed accurately.

#### **6. Rules for Submission**

6.1 By submitting Your Work(s), You confirm:

a) that the work(s) is in a condition to withstand normal handling and display at the RA.

b) that the Work(s) will not affect the rights of any other person.

c) that to the best of Your knowledge and belief the Work(s) has not been exported from any country.

6.2 If You do not own all of the rights, title and interest in and to the Work(s), You must expressly inform the RA in writing

#### **7. Submission of Your Work(s)**

7.1 All films or videos must be submitted via You Tube or Vimeo (You will be required to confirm that you agree to comply with YouTube's or Vimeo's terms and conditions that can be found on their websites: <http://uk.youtube.com> and <https://vimeo.com>).

#### **8. Delivery of your Works**

8.1 Details of delivery of Your Works will be sent to you upon the success of your Entry Form.

#### **9. Use of Your data**

9.1 The RA will comply with the Data Protection Act 2018 and associated legislation and process your data in accordance with the RA's privacy policy, undated from time to time <https://www.royalacademy.org.uk/privacy> .

9.2 The Young Artists' Summer Show webpage has been created and is owned by Substrakt Limited a company registered in England and Wales under company number 05916054 and whose registered office is at 2A, Victoria Works, Vittoria Street, Birmingham, B1 3PE.

9.3 By submitting your Entry Form you have consented to your data being processed by the RA and Substrakt for the purposes of the Show.

9.4 Your personal data includes information such as your name, postal address, email address, phone number and school.

9.5 Your Personal Data will:

- a) not be transferred outside the European Economic Area;
- b) only be used to process your application for entry to the Show; and
- c) will not be held for longer than is necessary once the show has ended and your Work(s) have been collected

## **10. Permission for the RA to use your Work(S)**

10.1 You grant the RA a non-exclusive, worldwide, royalty free, irrevocable licence in perpetuity to use, reproduce, modify, edit, publish and distribute your Images for archival, educational, publicity, website, press and signage purposes, including through use of mobile applications and social networking sites.

10.2 You grant the RA a non-exclusive, worldwide, royalty free, irrevocable licence in perpetuity to sub-licence the rights set out in Clause 9.1 for the purposes of allowing mobile applications and social networking sites to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of Your Work(s)/ Images on their sites.

10.3 By submitting a Work(s)/ Image, You agree that members of the public will be allowed to take photographs of the Work(s) (alone or in combination with other Work(s) for personal and non-commercial use during the Show period. The RA will display notices indicating that photography is permitted provided it is for personal and non-commercial use. The RA will not be responsible if any such images of the Work(s) are exploited commercially in violation of the permission given.

## **11. Use of the RA logo**

11.1 Requests by Schools to use the RA logo for the purposes of promoting a student's participation in the Show shall be made by email to [yass@royalacademy.org.uk](mailto:yass@royalacademy.org.uk)

## **12. Refusal or Withdrawal of your Work(s) by the RA**

12.1 The RA may accept or decline any Work(s) submitted for the Show that appear to breach copyright law, any laws or regulations, the reputation of the Show or RA or these Terms. The RA's decision is final.

## **13. Selection committee**

13.1 All submitted works will be placed before the Show Selection Committee. There will be two phases to the selection process. The first phase will be conducted by a team who will create a short-list of works. In the second phase, the final works will be chosen from the short-list and curated into themed galleries by the Selection Committee according to key stage groups.



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## **14. Collection of Work**

14.1 No Work(s) that has been accepted and displayed at the on-site Show may be removed prior to the close of the Show.

14.2 You will be informed of the specific details for collection upon the success of your Entry Form.

## **15. Online website and Show**

15.1 While the RA endeavours to ensure that the Young Artists' Summer Show webpage is available 24 hours a day, the RA will not be liable if for any reason the webpage is unavailable in part or whole at any time or for any period.

## **16. Limitation of Liability**

16.1 The RA shall have no liability to You or the Student whatsoever for any loss or damage howsoever caused.

16.2 The RA shall not be liable for any deterioration or wear and tear to the Work(s), or any loss, damage or destruction (including damage to frames) through the ordinary course of handling the Work(s).

16.3 The RA will only be liable for damage to a Work(s) while the Work(s) is at the RA. If You suspect any such damage You must notify the RA before the Work(s) is collected otherwise the RA will not be liable for any such damage.

16.4 Nothing in these Terms shall have the effect of limiting or excluding either party's liability to the other for death or personal injury caused by its own negligence or caused by its fraud (including fraudulent misrepresentation).

## **17. Third Parties**

17.1 No third party shall have any rights under or in relation to these Terms.

## **18. Force Majeure**

18.1 For the purposes of these Terms, a Force Majeure Event means an event beyond the reasonable control of the RA. The RA shall not be liable to You under these Terms as a result of a Force Majeure Event.

## **19. Severance**

19.1 If a court finds any of the Terms invalid, illegal or unenforceable, that particular Term shall be deemed deleted, and the validity and enforceability of the other Terms shall not be affected.

## **20. Entire Agreement**

20.1 These Terms contain the whole agreement between the parties relating to the subject matter of this agreement at the date hereof to the exclusion of any terms.

## **21. Law and Jurisdiction**

21.1 These Terms and the contract of which they form part shall be governed by and construed in accordance with English law. Any disputes arising in relation to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.