

## Cooper Prize terms and conditions

1. The within terms and conditions (the “**Terms and Conditions**”) relate to an art competition entitled the “Cooper Prize” (the “**Competition**”) which Barnsley Museums (the “**Company**”) intends to run during 2020/21 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 born, living or working in South Yorkshire.
4. The competition shall open at 7am 15 June 2020 and shall close at Midnight on Sunday 17 January 2021. 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 [www.cooper-gallery.com/](http://www.cooper-gallery.com/) (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 any medium. 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. All entered work must have been completed within the last 3 years. The work selected for exhibition must be available from 10 March 2021 – 14 June 2021. While the company shall endeavour to provide advance notice to all entrants 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:
  1. receipt of the Artist’s permission, and provide evidence of full authority and legal right, to submit the work, and;
  2. 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;
  3. agree to be bound by these Conditions of Entry as the Artist would be had they entered;

4. 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:
  1. Copies of original works;
  2. Works that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright);
  3. Works that have been previously exhibited;
  4. The work is incomplete;
  5. Work, that in the reasonable view of the Company, contains 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;
  6. 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:
  1. The work does not meet any of the entry criteria;
  2. The Artist cannot be contacted;
  3. The Artist does not respond within 48 hours of being contacted by the Company.
11. 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.
12. 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 1 March, 2021 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.

13. All work should be delivered unwrapped, when delivering in person. Framing or mounting and mirror plating 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.
14. 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.
15. Entries shall be sent:
  1. **By post:** to arrive between 8 March 2021 – 13 March 2021 10am – 3.30pm at Cooper Gallery, Church Street, Barnsley, S70 2AH.
  2. **In person or delivery by courier:** to arrive between 8 March 2021 – 13 March 2021 10am -3:30pm at Cooper Gallery, Church Street, Barnsley, S70 2AH.
16. 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.
17. 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.
18. All Artists selected for exhibition will be invited to the Private View and Competition Prize Giving on Friday 19 March 2021.
19. The Artist shall be responsible for all costs associated with creating the work.
20. 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.

21. 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.

22. Any Competition monies awarded to winning Artists is paid gross of all taxes and charges.

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.

23. 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.

24. 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.

25. Works selected for exhibition may be offered for sale. The Company will levy 35% plus VAT commission on all works sold during the exhibitions or afterwards directly as a result of the Cooper Prize 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.

26. 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.

27. 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.

28. It is highly recommended that the exhibiting Artists insure with a reputable insurance company their works of art for their market value.

29. 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.
30. Each Artist, by entering the Cooper Prize 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.
31. 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.
32. 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.
33. 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.
34. Artists will allow the Work to be photographed and reproduced by the Cooper Prize 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.
35. 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.

36. 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 Cooper Prize and will not be transferred to any third party not directly involved in this Exhibition.
37. By entering the Cooper Prize 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.
38. 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.
39. 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.
40. These Terms and Conditions (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.
41. 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.
42. 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.