



1. The within terms and conditions (the “**Terms and Conditions**”) relate to an art competition entitled “**The Making Waves Challenge 2024**” (the “**Competition**”) which Falmouth University (the “**University**”) intends to run during 2023/2024 and from which the University shall select an unspecified number of works to be exhibited at locations and times to be confirmed by the University (the “**Exhibition**”).
2. By entering this competition, the entrant (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 University 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 University.
3. The Competition is open to entrants enrolled in a state school, college, sixth form or academy as Year 9 and 10 and Year 12 and Y13 students under the age of 18 years old on 1st January 2024 and entries are permitted from the United Kingdom and Northern Ireland only.
4. The competition shall open at 9am on Wednesday 18th October 2023 and shall close at 5pm on Thursday 28th March, 2024. Entries received after this date and time shall not be considered for entry under any circumstances. The University 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 University 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 a registration (if entering individually) and an entry form at [insert web address/email address] (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. Schools wishing to be eligible, must complete the relevant school registration form at [insert web address/email address]

6. The submitted entry (the “**Work**”) must be original, created by the entrant using the materials of your choice (including, but not limited to pastels, colouring pencils, oil paint, watercolour paint, chalk, pen and ink, ceramics, textiles, animation, video (no more than three minutes in length), Adobe Photoshop, Adobe Illustrator, Procreate etc.). The work must not exceed a maximum size of a Royal Mail Medium Parcel (61cm x 46cm x 46cm, max. 20kg) in 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 current academic year. The work selected for exhibition must be available until 30th June 2024. While the University shall endeavour to provide advance notice to all entrant with respect to key dates and timelines, the University reserves the right to make such alterations and changes to key dates as are reasonably necessitated.
7. Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for exhibition. The University 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. works that are not suitable for school audiences; b. Works that are in breach of copyright (or reasonably considered by the University to create a risk of infringing upon a copyright); c. The work is incomplete; d. Work, that in the reasonable view of the University, 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; e. Work, that in the reasonable view of the University, is likely to breach the Racial and Religious Hatred Act, 2006.
8. Artists are reminded that all work submitted must conform to all health and safety standards and regulations.
9. In addition, the University reserves the right to disqualify a work, where in the reasonable view of the University:
 - 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 University.
10. The competition is not open to employees, directors, officers, and agents or servants of the University or Falmouth Exeter Plus Limited, their respective licensees, assigns, parents, affiliates and/or subsidiary companies, and their immediate family members of their households.

11. The judges shall be appointed by the University 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 genre or style etc.
12. The University 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 29th April or such other date as the University, 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 University 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 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.
14. The return of work after the exhibition is also the responsibility of the artists. The University reserves the right to dispose of any works after the exhibition that have:
 - a. not been collected by the artists within 3 months of the collection date or
 - b. where the artists have made no attempt to collect their work within 3 months of the collection date.
15. Entries shall be sent:
 - a. By post or courier: to arrive to the Outreach Team, Falmouth University, Penryn Campus, Treliever Road, Penryn, Cornwall TR10 9FE
 - b. Email to outreach@falmouth.ac.uk with the subject line: 'Making Waves 2024'

In both cases the entry should be accompanied with the following information:

Your first name and surname
Your date of birth
Your home postcode
Your school year group
The full name of your school

You can download and print the Entry Submission Form. Alternatively, you can simply write the information on a separate piece of paper and include it with your entry.

Schools can send bulk entries on behalf of students or students can post their entry themselves. If you need support with this, please email us at outreach@falmouth.ac.uk.

16. 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 University, or any of its affiliates, 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.
17. All artists selected for exhibition will be invited to the Community Day in May (keep an eye on the University's website and social media accounts for more details as announced).
18. The University 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 University and the University makes no representations or offers any guarantees as to the intentions surrounding the Exhibition. The University accepts no liability howsoever arising for entries that are delayed, misaddressed, or impaired, damaged, or incapable of transport.
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 University collecting, retaining, processing, digitising 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 pursuant to the University's data policy [insert link].
21. By completing the entry form and by providing any further information to the University 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 University, that the Artist is in breach of this warranty, or where the University understands or apprehends there to be a risk that the Artist, has or will bring the competition or the University into disrepute, the University shall be entitled to take such steps as are necessary to conclude the Artist's involvement in the competition forthwith.

22. 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 University save where such information is already in the public domain or the express written consent of the University 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.

23. **Prizes:** The challenge has two prize categories:

- a. **Year 9 and 10** students studying full-time at a state school or academy in the UK
- b. **Year 12 and 13** students studying full-time at a state school, sixth form, college or academy in the UK

The judging panel will select one winning entry, two runners up, and highly commended entries from each category.

- c. **Year 9 and 10:** 1st place winners will receive £250 of prizes linked to their chosen discipline, and runners-up will receive £100 of prizes from Falmouth University.
- d. **Year 12 and 13:** 1st place winners will receive £250 of prizes linked to their chosen discipline, plus eligibility for funding towards attending a Falmouth University Open Day and runners-up will receive £100 of prizes from Falmouth University.
- e. **Registered schools** with winning entries will win £250 worth of arts resources, limited to one award for each winning school.

24. Notwithstanding the above, prize quantum and composition remains at all times at the sole discretion of the University. The University shall in no circumstances be liable for any taxes payable on such awards.

25. Artists are responsible for paying all travel costs and expenses incurred if they wish to attend the University's Community Day and the exhibition or any element thereof.

26. Whilst the University shall use reasonable skill in all circumstances in handling artists' works, occasional damage to works may occur. The University 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 University. The University's total responsibility 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 University.

27. It is highly recommended that the exhibiting artists insure with a reputable insurance company their works of art for their market value.
28. The University 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 University 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 University.
29. Each artist, by entering the Making Waves Challenge 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.
30. Without prejudice to the within terms, the University 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 University to include, inter alia, the Artist's work in any footage recorded or captured during the challenge and exhibition, including the right to use such images for the promotion of the challenge, exhibiting the work publicly, referring to the work on digital platforms in the control of the University, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Artist hereby grants the University 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.
31. The University 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 University 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.
32. 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.

33. Artists will allow the work to be photographed and reproduced by the University for the purposes of promoting the challenge and 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.
34. For the avoidance of doubt, the Artist hereby warrants that they own the copyright to the challenge 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.
35. In accordance with the Data Protection Act 2018 (and all other relevant Data Protection legislation as may be enacted from time to time), the University 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 Making Waves Challenge or the exhibition and will not be transferred to any third party not directly involved in this Challenge or exhibition, pursuant to the University's Data Privacy policy [\[insert link\]](#).
36. By entering the Making Waves Challenge artists are agreeing to all of the within Conditions of entry. The University's decision on all matters pertaining to the above is final. The University reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this competition.
37. Nothing in these terms shall exclude the University's liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the University's negligence.
38. 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.
39. 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.
40. The Artist shall indemnify the University 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 University arising out of or in connection with any breach of these terms by the Artist.

41. 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.
42. Falmouth University's Registered office is Falmouth Campus, Woodlane, Falmouth, Cornwall, TR11 4RH.