

# EUROPEAN LUNG FOUNDATION COPD ART COMPETITION

## TERMS AND CONDITIONS FOR ENTRANTS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER.

### ENTERING THE COMPETITION:

1. These terms and conditions ("**Terms and Conditions**") relate to COPD art competition ("**Competition**") initiated by Prof Andrew McIvor in conjunction with the European Lung Foundation ("**We**", or "**Us**"), and which will run in 2020 to bring awareness to women living with COPD.
2. By entering the Competition, You ("**You**" or "**Your**") are accepting these Terms and Conditions, and You acknowledge that the Terms & Conditions may be changed (whether verbally, in writing or otherwise) by the Us at any time at its sole discretion.
3. The Competition is open to all artists, amateur, professional or hobbyists.
4. If You are under 18, You will need Your parents or legal guardian to complete the application form.
5. Employees, officers, directors and agents of the European Lung Foundation of McIvor MPC, and the immediate family or members of their households are not eligible to participate in the Competition or this application process.
6. Artists with an affiliation with any of our partners (e.g any of the judges/Us) that could be deemed a conflict of interest MAY not be eligible to take part.
7. The Competition opens at 00:00 BST on Wednesday 1st April 2020 and closes at 23:59 BST on 31 July 2020 ("**the Closing Date**"). Entries received after that date and time will not be considered for entry under any circumstances. We reserve the right to extend the Closing Date for a reasonable period of time, and in these circumstances, the date on which We elect to close the Competition shall be the Closing Date.
8. To enter the Competition, You must complete and submit the application form online, details of which can be obtained from [info@europeanlung.org](mailto:info@europeanlung.org) and upload one original piece which can be developed using any medium, such as: photography, pencil drawings, painting or digitally created. The image should portray how women experience COPD. All entered work must have been completed within the last five (5) years.
9. Only one entry can be submitted per person. Entries on behalf of another person will not be accepted.
11. Entries that do not fit within the conditions of entry will not be admissible and will not be considered. We 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 work.
  - a. Copies of original work

- b. Works that are in breach of copyright (or reasonably considered by the judges to create a risk of infringing upon a copyright);
- c. Works that have been previously exhibited;
- d. The work is incomplete;
- e. Work that in the reasonable view of the judges, is demeaning to any specific group of people.

12. In addition, We reserve the right to disqualify a work, where in the reasonable view of the judges:

- a. The work does not meet any of the entry criteria;
- b. You cannot be contacted
- c. You do not respond within 14 days of being contacted

13. Our decision on these and all other matters is final and binding in all respects, and no correspondence will be entered into.

14. If You have any questions about how to enter or in connection with the Competition, please email Us at [jessica.denning@europeanlung.org](mailto:jessica.denning@europeanlung.org) with " COPD Portrait Competition" in the subject line.

#### THE COMPETITION:

15. After the Closing Date, a panel of judges, which will be made up of artists, healthcare professionals and women with COPD, will choose their top five entries. These five images will be displayed at the European Respiratory Society (ERS) International Congress ("**Event**") in September 2020 where delegates will be asked to vote for their favourite. The judges will select the winner based on two criteria, (1) the judges favourite submission and (2) the voting results of the delegates. The winner will be announced at the end of the Event (the "**Winner**").

16. The judges shall be appointed 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.

#### THE COMPETITION: THE PRIZE

17. It is intended that the prize for the Winner ("**the Winner's Prize**") shall be a commission to create a series of artworks (how many?) depicting women with respiratory disease ("**the Winner's Prize Artwork**") for which the Winner will receive a total fee of five thousand euros (€5000) the ("**Winner's Prize Fee**") for creation, completion and delivery of the Winner's Prize Artwork on dates and times and locations to be determined by Us at its absolute discretion. The Winner's Prize Fee shall be payable, subject to the Winner's full compliance with the terms and conditions of the Competition, within 30 days of the completion and delivery of the Winner's Prize Artwork. We will have the right (but not the obligation) to display the Winner's Prize Artwork at any location and for any period of time.

18. The Winner's Prize cannot be exchanged by You or transferred by You and cannot be redeemed by You for any other prize. The Winner's Prize may generally be amended and/or supplemented in Our discretion, and if you are the Winner, You acknowledge that the Winner's Prize shall be as it is in its final form as advised by Us. If the Winner rejects the Winner's Prize or otherwise fails to carry out the creation of the Winner's Prize Artwork on such dates and times and locations required by Us, then the Company reserves the right to take the Winner's Prize away from the Winner and another Winner will be selected.

19. It is the responsibility of the Winner 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.

## OTHER RULES

20. You are responsible for the cost (if any) of creating Your Artworks and generally with respect to submitting your application to the Competition. When We receive a shipping receipt, We will pay the Winner's shipping costs within 30 days for shipping the Winner's Prize Artwork to a location to be determined.

21. By entering the Competition, You agree to the collection, retention, usage and distribution of Your personal information in order to process and contact You about Your Competition entry. The information You supply in connection with Your Competition entry (including Your personal details)

a. may be included in a database compiled for the Competition and will only be used for the purposes related to the Competition by Us; and

b. will not be supplied to third parties other than as is reasonably necessary for purposes related to the Competition.

All personal details will be held and processed in accordance with all relevant EU laws and regulations.

22. All information supplied (including personal details) in Your entry or otherwise provided must be truthful, accurate, complete and in no way misleading. We reserve the right to disqualify You if You have supplied untruthful, inaccurate, misleading or incomplete personal details and/or information, have failed to abide by the rules of the Competition, and/or are in breach of these Terms and Conditions and/or act in some way which We believe will bring Us and/or the Competition into disrepute and/or impair the integrity of the Competition generally.

23. The copyright in all artworks created by You during the course of the Competition and the winning commission (the "**Artworks**") will be fully assigned to Us by way of this agreement. The rights assigned to the Company will be re-assigned to you in respect of any Artworks created by you during the Competition if you are not selected as the Winner.

24. By submitting your images in the Competition, each entrant: (i) gives Us a non-exclusive, perpetual, transferable, irrevocable, royalty-free, fully paid-up license to use,

modify, publish, create derivative works from, and display his/her Artworks, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes; and (ii) waives all rights and moral rights in his/her Artworks in favour of Us, and their successors and assigns; and

25. BY PARTICIPATING IN THIS COMPETITION YOU AGREE TO RELEASE AND HOLD HARMLESS THE EUROPEAN LUNG FOUNDATION, THEIR ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, DIRECTORS, SUCCESSORS, PARTNERS AND ASSIGNS (THE “**RELEASED PARTIES**”) FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, COSTS AND PAYMENTS FOR DAMAGES, LOSS, INJURY OR DEATH, HOWEVER OCCURRING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, AS A RESULT OF PARTICIPATING IN THE COMPETITIONS OR ANY COMPETITION RELATED ACTIVITY OR RESULTING FROM ACCEPTANCE, USE, OR MISUSE OF, OR PARTICIPATION IN THE WINNER’S PRIZE OR THE WINNER’S PRIZE FEE.

26. You warrant that You own the copyright to Your Competition entry as its author, and that You own and can grant all rights in Your Competition entry as required under these Terms and Conditions. You also warrant that the Your entry shall not contain any material that constitutes an infringement of copyright of a third party.

27. We accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by You as a result of Your entering into the Competition. We further disclaim liability for any injury or damage to You or Your Artworks relating to or resulting from downloading or delivering such Artworks.

28. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside Our control, and We shall have no liability to You or anyone else in this event for any reason whatsoever.

29. You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or 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 Us arising out of or in connection with any breach of these terms by You.

30. Nothing in these Terms and Conditions shall exclude Our liability for death, personal injury, fraud or fraudulent misrepresentation as a result of Our negligence.

31. 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.

32. The Competition and these Terms and Conditions will be governed by United Kingdom law and shall be subject to the exclusive jurisdiction of the courts of Canada.