THE RISE BY HENLEY FESTIVAL EMERGING ARTIST AWARD 2025

TERMS AND CONDITIONS

1. The Promoter

The promoter is: RISE by Henley Festival, with its registered office at Henley Festival, Leander Club, Henley-on-Thames, RG9 2LP (**"Promoter"**)

2. The competition

2.1 The title of the competition is **The RISE by Henley Festival emerging artist prize 2025**. 2.2 The competition aims to champion emerging talent from across the UK, with a prize awarded to the overall winner of the competition and additional prizes being awarded to two runners up, as set out in section 5 below. Winning artworks will be selected by a panel of judges.

3. How to enter

3.1 The competition will run from 12pm on 14th February 2025 (the "Opening Date") to 5pm on 14th April 2025 (the "Closing Date") inclusive.

3.2 Internet access is required to enter the competition.

3.3 To enter the competition, entrants will need to complete the application form and submit digital images of their artwork by the Closing Date.

3.4 Entrants may submit no more than 5 pieces of work and no more than one entry.
3.5 All competition entries must be received by the Promoter via <u>www.henley-</u>

<u>festival.co.uk</u> by no later than 12pm on the Closing Date. No other forms of entry will be accepted. All competition entries received after the Closing Date are automatically disqualified.

3.6 The Promoter will not accept:

(a) responsibility for competition entries that are lost, damaged or delayed in transmission regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of transmission as proof of receipt of entry to the competition.

3.7 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

3.8 For help with entries, please contact rise@henley-festival.co.uk

4. Eligibility and Artworks Overview

4.1 The competition is open to emerging artists resident and working in the UK aged 18 years or over. Eligibility does not cover (a) employees of agents or suppliers of the Promotor or its holding or subsidiary companies or any of the Judge Panel, who are professionally connected with the competition or its administration;

4.2 In entering the competition, each entrant:

(a) accepts that, if they are selected to proceed to the exhibition stage, their selected artworks must be available and be delivered for physical exhibition and display as part of the exhibition.

(b) confirms that they are eligible to do so and eligible to claim any prize they may win. The Promoter may require an entrant to provide proof that they are eligible to enter the competition.

(c) accepts that the Promoter may share details of the entrant including personal data, full name, social media profile, email and phone number with partners, supporters and sponsors.

4.3 The competition accepts all forms of 2D and 3D artworks made using analogue materials. Photography, videography, sound art, architectural designs, NFTs, fully digital

and AI artworks are not accepted. The image submitted must accurately portray the submitted artwork.

4.4 At least two of the artworks must have been completed after 1 July 2024. Artworks which have previously won prizes or awards may not be entered into the competition.

4.5 Images submitted via the website must be in JPEG or PNG format of no more than 2MG.
4.6 All works entered must be the original work of the entrant and free of any copyright issues. The entrant must hold all moral and intellectual property rights in the works entered. Where work is based on reference imagery, artists must have and if required supply permission from the original creator who holds the Intellectual Property Rights or be working under a creative commons agreement (e.g. references purchased from an image library).

4.7 Artworks must not be derogatory, offensive, threatening, defamatory, disparaging or contain any content that is inappropriate, indecent, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person. The Promoter reserves the right to remove any artworks deemed as such (in the Promoter's absolute discretion) from the competition and no refund of entry fees will be given.
4.8 The Promoter will not accept competition entries that are:

(a) automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications);

(b) completed by third parties or in bulk;

(c) have been altered, reconstructed, forged or tampered with following submission;

(d) photocopies and not originals; or

(e) obviously unfinished or incomplete.

4.9 The Promoter reserves the right to disqualify an entrant:

(a) in the event they tamper or intervene with the operation of the competition; and/or

(b) if their conduct is contrary to the spirit or intention of the prize competition.

4.10 The competition entries will be judged by a panel of judges (the "Judge Panel"). The entrant acknowledges and agrees that the members of the Judge Panel may change at any time and are at the sole discretion of the Promoter.

4.11The decision of the Judge Panel is final, its deliberations are confidential, no feedback will be provided and no correspondence or discussion will be entered into.

5. Exhibition dates and attendance

5.1 The Judge Panel will select entrants to exhibit their artworks at Henley Festival 2025. Entrants will be selected at the absolute discretion of the Judge Panel. The artworks exhibited must be the same work previously submitted, as selected by the Judge Panel. Artworks must remain displayed for the duration of the exhibition.

5.2 The Private View will take place on Friday 11th July 2025 and the exhibition will run from Wednesday 9th to Sunday 13th July 2025 inclusive. A list of shortlisted entries will be published at www.henley-festival.co.uk/rise on 30th April 2025.

6. Shipping and handling of artwork for exhibition

6.1 The entrant is responsible for arranging transport of their artwork to the exhibition and directly from the exhibition post exhibition. Any courier or delivery company costs incurred are the responsibility of the entrant.

6.2 The entrant is responsible for safely and securely packaging their artwork in such a manner that it is protected whilst in transit. The Promoter accepts no responsibility for any damage to artwork which occurs in transit on its way to or from the exhibition venue.

6.3 The entrant is responsible for arranging insurance which covers their artwork in transit to and from the exhibition and throughout the duration of the exhibition.

6.4 Artworks will be handled with due care, however, the Promoter cannot accept responsibility for any damage incurred to artworks during the exhibition, unless caused by its negligence.

7. Prizes and Awards

7.1 The RISE by Henley Festival 2025 competition prizes are as follows:

(a) **Main Prize Award:** prize of £1,000 cash plus a stand at Henley Festival in the Audi High RISE gallery;

(b)Runner Up Prize Award: 2 Runner Up Prizes of £500 plus a stand at Henley Festival in the Audi High RISE gallery;

7.2 **Main Prize:** In addition to the £1,000 cash prize, the Main Prize includes the opportunity for the winner (**"Main Winner"**) and the two runners up ("Runner Up") to exhibit their artwork at Henley Festival in July 2025. Each will be offered a stand worth £750, with Henley Festival being responsible for walling and lighting production costs in relation to the stand. The Winner and Runners Up will also have all commission waived on works sold at the festival and be responsible for:

(a) presenting their artworks and managing the stand onsite;

(b) providing certain of their artworks for sale in the stand and selling such artworks onsite via the central payment system provided by The Other Art Fair. In this respect, the Henley Festival will take 0% commission on each sale;

(c) the transportation of their artworks to and from the venue;

(d) for installation of their artworks at the designated stand at the venue;

(e) for prompt removal of artworks from the venue at the end of the event.

7.3 **Cash prizes:** Where a prize includes a cash payment, the Promoter will make payment to the winning entrant within 30 days of the end of the Henley Festival on 13th July 2025. The winning entrant will need to provide their bank details for this purpose.

7.4 Prizes are non-negotiable and non-transferable. No substitution or cash equivalent of prizes is permitted. The prize may not be claimed by a third party on an entrant's behalf. 7.5 The Promoter will contact:

(a) shortlisted entrants in accordance with the dates set out in section 5; and

(b) prize winners personally as soon as practicable after the Announcement Date, in each case using the telephone number or email address provided with the competition entry.
7.6 The Promoter will make all reasonable efforts to contact prize winners. If a prize winner cannot be contacted or has not claimed their prize within fourteen days of the

Announcement Date or rejects their prize, the Promoter reserves the right to offer the prize to the next entrant selected by the Judge Panel from entries that were received before the Closing Date.

7.7 The Promoter does not accept any responsibility if a prize winner is not able to take up the prize.

7.8 The Promoter must either publish or make available information that indicates that valid prize awards took place.

7.9 If you object to any or all of your surname, or winning entry being published or made available, you must at the time of entering advise the Promoter by emailing rise@henley-festival.co.uk In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

8. Publicity

8.1 By participating in the competition, each entrant grants the Promoter permission to use their name, artwork, likeness and/or comments for publicity purposes without payment or additional consideration, except where prohibited by law.

8.2 The Promoter recognises that the copyright in all works created by each entrant remains with that entrant. Without limiting clause 8.1, each entrant agrees that the Promoter may, in its sole discretion, make each artwork entered in the competition available on its website and in other media in connection with the promotion of and publicity for the competition, including future iterations of the competition. Each entrant grants the Promoter a non-exclusive, worldwide, royalty free licence to use, display and publish the intellectual

property rights in the competition entry and any accompanying materials for purposes solely connected with the competition including future iterations of the competition.

9. Refunds & Reimbursements

9.1 Entrants may withdraw their entry from the competition at any stage by contacting <u>rise@henley-festival.co.uk</u>.

10. Liability

10.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. An entrant's statutory rights are not affected.

10.2 The Promoter and its subsidiaries, affiliates, advertising and promotional agencies, and their respective officers, directors, employees, representatives and agents disclaim any liability for any breach of copyright made by an artist's submission, accidental, unintentional or otherwise.

12. General

12.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, exclude you from participating in the competition.

12.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so. The Promoter reserves the right to extend the submissions period for the competition where unavoidable circumstances beyond its control deem it necessary.

12.3 These terms and conditions are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.

12.4 If you have any questions in connection with these terms and conditions, please email: rise@henley-festival.co.uk