

## Sky Arts Landscape Artist of the Year Series 12 (working title)

### Terms and Conditions for Entrants

#### Entering the Competition

1. These terms and conditions ("Terms and Conditions") relate to a landscape artist television series which Storyvault Films Ltd ("the Producer", "We", or "Us") intends to produce with the working title of 'Sky Arts Landscape Artist of the Year Series 12' (the "Series") for British Sky Broadcasting Limited ("Sky").
2. By applying for the Series, 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 Producer at any time at its sole discretion.
3. You should be in good health and know of no reason why You should not be able to participate in the Series. If you have access needs for the application process please email [landscape@artistoftheyear.co.uk](mailto:landscape@artistoftheyear.co.uk), with the subject line: "LAOTY Application Access Requirement". The application process is open to all artists – amateur, professional or hobbyists - who: (i) currently have a base in the UK, the Isle of Man, the Channel Islands or the Republic of Ireland (ii) as of 1<sup>st</sup> October 2025, are aged 16 or over; and (iii) hold a valid passport. You will, upon request, provide the Producer with supporting documentation in order to substantiate this, and will immediately notify the Producer of any change in Your immigration or residential status.
4. If You are under 18 on 1<sup>st</sup> October 2025, You will need Your parents or legal guardian to complete the application form. If You are chosen to participate in the Series, You will need to provide written consent from Your parents or legal guardian, and place of education/training (if required) prior to filming. If You are invited to take part in the Series, You will need to be accompanied at each stage by an adult.
5. Employees, officers, directors and agents of Sky, the Producer, or any of their respective licensees, assigns, parents, affiliated and subsidiary companies, or the immediate family or members of their households are not eligible to appear on the Series.
6. Artists with an affiliation with any of our partners (e.g., any of our judges / our presenter / Sky / Cass Art / Storyvault Films) that could be deemed a conflict-of-interest, MAY not be eligible to take part. If you have/believe you may have such

an affiliation, please inform us so that we can discuss this further with you if you progress through the selection process.

7. Finalists and Winners of in Series 1-12 of Sky Arts Portrait Artist of the Year and Series 1-11 of Landscape Artist of the Year television series (collectively “Artist of the Year Series”) are not eligible to apply. Artists who featured in Sky Arts Landscape Artist of the Year Series 11 cannot apply for Series 12 but will be eligible to apply for Series 13, if commissioned. All other entrants of the Artist of the Year Series are eligible to apply. If, however, an artist is selected to appear in Portrait Artist of the Year Series 13, they may be disqualified from Landscape Artist of the Year Series 12.
8. To apply for the Series, You must complete and submit the application form by Monday 23<sup>rd</sup> March 2026 via the online portal at [\*\*skyartsartistoftheyear.tv\*\*](https://skyartsartistoftheyear.tv) and upload:
  - a. One photograph of a landscape painting created by You (“the Landscape Entry”). This image must show the complete painting, and You must send no more than one image of the Landscape Entry.
  - b. Photograph(s) of at least one and up to two further works of art by Yourself (the “Additional Works of Art”) one of which must be a landscape, and You must send no more than one image of each Additional Works of Art You submit.
  - c. One passport style photo of Yourself.
  - d. A short video of up to 60 seconds, telling us about Yourself.

(Details on how to upload the photographs and video can be found on the Website.)
9. Only one entry can be submitted per person. Submission artworks must be solely that of the applicant.
10. The images of the Landscape Entry and the Additional Works of Art must not be manipulated in any way and must be of the work of art submitted for consideration.
11. The Landscape Entry submitted must be a painting of a landscape vista, and can be produced in any material excluding photography, video, sculpture, and all forms of digital media including artificial intelligence (A.I.) technology. Collage and mixed media works are all accepted. The work may be abstract or expressive as long as

it is recognisably a representation of a landscape that has been produced within the last five years. It should be a maximum of 110cm x 110cm. The Additional Work(s) of Art submitted, at least one compulsory, can be any size, and can also be in any material other than photography, video, sculpture, or any form of digital media including artificial intelligence (A.I.).

12. We reserve the right to disqualify Your entry if:
  - a. Your entry is incomplete.
  - b. You do not meet the entry criteria.
  - c. You are not eligible to apply.
  - d. You cannot be contacted.
  - e. You do not respond within 48 hours of being contacted by Us in relation to Your application; or
  - f. You are not reasonably available to participate in the Series in accordance with the production requirements of the Series.
13. The Producer's 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 apply, please email Us at [landscape@artistoftheyear.co.uk](mailto:landscape@artistoftheyear.co.uk) with "Landscape Competition" in the subject line.

The Series:

15. The Series will consist of eight heats (the "Heats") intended to take place in locations across the UK and Ireland:

Heats One and Two: are intended to take place in the week commencing 15<sup>th</sup> June 2026.

Heats Three and Four: are intended to take place in the week commencing 22<sup>nd</sup> June 2026

Heats Five and Six: are intended to take place in the week commencing 29<sup>th</sup> June 2026

Heat Seven (the Semi Final): is intended to take place in the week commencing 6<sup>th</sup> July 2026

Heat Eight (the Final) is intended to take place on Sunday 27<sup>th</sup> September 2026

In addition, the Artist is required to be available throughout the entire months of June, July, and September 2026 for any filming dates that may or may not take place, as required by the Producer. While the Producer fully intends to stage the Heats on the dates above, the Producer reserves the right to alter the dates above at its absolute discretion. The Producer also reserves the right to add further Heats and/or remove Heats.

16. Paintings must be unframed, and substitutes cannot be accepted. Your original Landscape Entry and Additional Works of Art, on request, must be given to the Producer on loan until all the episodes of the Series have been first broadcast by Sky or, if an Exhibition (as defined at paragraph 36 below) is staged, and if Your Landscape Entry and Additional Works of Art are selected for the Exhibition, at the end of the Exhibition. If Your original Landscape Entry and Additional Works of Art are not available when required, the Producer reserves the right to disqualify You.
17. During each Heat, the Artists will be asked to produce an artwork depicting a landscape vista allocated by the Producer (the "Heat Artwork"). The landscape vista may be rural or urban, or in any environment chosen by the Producer at their absolute discretion. The Producer may ask all of the Artists in each Heat to depict the same landscape vista, or the Artists may be divided into groups to paint the same landscape vista per group, or each Artist may be required to depict different vistas. All of these choices shall be at the absolute discretion of the Producer, and may be different configurations in different Heats, and in all cases, those choices may or may not be told to the Artists in each Heat in advance.
18. The Artists will have a maximum of 4 hours over a 6-hour period (or such other period as the Producer at its discretion may determine) to complete their Heat Artwork. The Artists will then be judged on the results produced at the end of this period, whether they consider their artwork to be finished or not. The panel of Judges will then choose a winner from each Heat and will choose one Artist to leave the Series. All of the criteria for judging and the decisions of the Judges shall be at the discretion of the Judges and the Producer and shall not be open for dispute or discussion.
19. Any of the Heat Artworks, at the Producer's discretion, may be gifted to a celebrity guest attending the heat location. If one of the Heat Artworks that you create is gifted to the celebrity guest, the recipient of the gifted Heat Artwork may (or may not) agree to loan the Heat Artwork that You created to the Producer for the purposes of the Exhibition, if an Exhibition is staged

## The Final

20. The Finalists will be asked to complete an additional landscape artwork in preparation for the Final :
  - a. The additional Artwork will be an artwork of a landscape vista at a location chosen by the Producer and at the Producer's sole discretion. The Producer intends for each of the Finalists to create artwork at separate locations, but the Producer reserves the right to require all or some of the Finalists to depict the same landscape vista at the same location. The dates and times that the Finalists shall be given to complete the first of the Final Artworks shall be determined by the Producer, and may be within a set time period on a single day or over a number of days or weeks, and the Producer may film any or all of this process; artists selected for this stage will have their own suitable room or studio in which to complete this artwork, as well as a suitable place where a timelapse camera can be rigged by a member of the crew;

## The Prize

21. The winner will receive a taxable fee of £10,000 (ten thousand pounds) ("the Winner's Prize Fee") for creation, completion, and delivery of an artwork ("the Winner's Prize Artwork") of a landscape ("Winner's Prize Location") on dates and times and locations to be determined by the Producer at its absolute discretion. Without prejudice to the foregoing, the Winner's Prize Location may be determined (in whole or in part) by an online voting process which may be carried out by the Producer, or any other organisation chosen by the Producer, but the Producer reserves the right to determine the Winner's Prize Location and reserves the right to set all terms and conditions for any public voting, if such takes place. The Winner's Prize Fee shall be payable, subject to the Winner's full compliance with the terms and conditions of the Series, within 30 days of the first broadcast of the Winner's Film (as defined below) by Sky.
22. If You are chosen as the Winner, You must be available between the Final Date and the end of September 2026 to attend the Winner's Prize Location and produce the Winner's Prize Artwork on exact dates to be determined by the Producer. You agree to allow this process to be filmed for a documentary following the creation of the Winner's Prize Artwork intended (but not guaranteed) to be broadcast on Sky in 2027 ("the Winner's Film"). The Producer will have the right to film You working at the Winner's Prize Location, in Your home/studio at work on the Winner's Prize

Artwork and at any other necessary locations. While the Producer will work with You to find mutually agreeable dates, You agree to make Yourself available on date(s) to be provided.

23. It is the Producer's intention (but is not guaranteed) that the Winner's Prize Artwork will be displayed to the public by an institution (that may or may not be connected to the Winner's Prize Location, at the Producer's discretion) ("the Winner's Prize Institution"). The Winner's Prize Institution may (at the Producer's discretion) have the right (but not the obligation) to display the Winner's Prize Artwork at the location of the Winner's Prize Institution and/or any location and for any period of time determined by the Winner's Prize Institution and the Producer.
24. 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 at the Producer's 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 the Producer. 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 the Producer, then the Producer reserves the right to revoke the Winner's Prize from the Winner and the Producer shall be entitled to select another Winner.

#### Your Commitment

25. The Producer intends to hold a first round of Zoom interviews and a second round of in-person auditions between February and April 2026. The Producer will endeavor to provide date and time options for You to attend interviews and auditions, but reserves the right to add or change these dates, as required. You agree to be available for these interviews and auditions, as required.
26. If You are chosen as an Artist, You must be available for all filming dates in June, July and September 2026. The Producer reserves the right to add and/or further alter dates where required for the needs of the production. You agree to use Your best endeavours to be available for any alternative and/or additional dates requested in June, July, and September 2026.
27. If You are chosen as a Finalist, and in addition to the dates required in paragraph 33 above, You agree to be available:
  - a. To attend the unveiling of the Winner's Prize Artwork on dates and times and

at a location to be provided to you if your attendance is requested; and/or

- b. If an Exhibition is staged, to attend a reasonable number of dates of the Exhibition.

### Other Rules

28. The Producer may (but does not guarantee) to cause the staging of an exhibition of artworks created during the Series, in partnership with third parties ("the Exhibition"). The Exhibition may be at a single location or multiple locations, over a single day or over a number of dates, all at the Producer's discretion. If the Exhibition is produced, the decisions as to which or any of the artworks created by You, including the Landscape Entries, the Additional Works of Art, the Heat Artworks, to be in the Exhibition shall be at the absolute discretion of the Producer. If an Exhibition is staged, and if the Producer wishes to include any artwork(s) You created in the Exhibition, the Producer shall inform You of the relevant dates and location(s) of the Exhibition when known. The Producer shall only cover your expenses to attend any dates of the Exhibition where the Producer has specifically requested Your attendance and where the Producer has pre-agreed such expenses in writing in advance.

Applications will be acknowledged on receipt, but only successful candidates will be contacted by the Producer. The Producer accepts no responsibility whatsoever for entries that are lost, delayed, misdirected, damaged in transit or incomplete, or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt.

You are responsible for the cost (if any) of creating Your Landscape Entry and Additional Works of Art and generally with respect to submitting your application and sending it to Us.

29. If You are chosen as an Artist and are asked to travel away from home, the Producer shall reimburse You for Your reasonable travel expenses, subject always to agreeing such expenses with the Producer in advance.
30. By applying, You agree to the collection, retention, usage, and distribution of Your personal information in order to process and contact You about Your entry. The information You supply in connection with Your entry (including Your personal details):
- a. may be included in a database compiled for the Series and will only be used

for the purposes related to the production, exploitation and/or promotion of the Series or otherwise by Sky.

- b. may be used for inclusion and/or read out in the Series; and
- c. will not be supplied to third parties other than as is reasonably necessary for purposes related to the production, exploitation and/or promotion of the Series.

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

- 31. If You are selected as an Artist, You must, when You are first contacted by us, disclose all details of any and all criminal/civil actions currently pending against Yourself and/or served against You and/or any unspent convictions, and You shall notify Us immediately in the event that any criminal charges are brought against You or if any information provided in Your application becomes inaccurate between now and the date of first transmission of the Series. If You have previous unspent criminal convictions, it does not necessarily mean that You will not be invited to take part in the Competition, as all circumstances told to Us will be taken into account. If You are selected as an artist, You hereby agree to authorise the Producer to conduct background checks (including but not limited to Disclosure and Barring Service (DBS)/Disclosure Scotland checks), in order to verify any of the information provided by You.
- 32. If You are selected as an Artist, You agree to attend a short phone session with a qualified psychiatric practitioner to discuss your participation in the programme. Further phone sessions are at the sole discretion of the Producer.
- 33. 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 Series, and/or are in breach of these Terms and Conditions and/or act in some way which We believe will bring the Producer and/or Sky and/or the Series into disrepute and/or impair the integrity of the Series generally.
- 34. You will not, without the Producer or Sky's prior written consent, disclose, publicise or discuss with any third party and/or otherwise publish or transmit (on any platform,



including all forms of social media), any information or photographs relating to the result of the heats, including photographs of any of the artworks produced, until advised to do so by the Producer. Breach of confidentiality is a serious matter, and the Producer reserves the right to disqualify You if You disclose any confidential information.

35. In the event that You are chosen as an Artist, You and anyone You intend to bring with You to the Heats, or subsequently the Final may be filmed for the Series.
36. Prior to, and as a condition of Your participation in the Heats and beyond, You will be required to sign a separate Contributor Agreement, along with any other further agreements as may be requested by the Producer, such as a Heath Declaration (together, "the Agreement"). The Agreement will provide, among other things, that in consideration of Your participation in the Series, the Producer will own all of the rights in the Series including Your contribution which will be freely available for worldwide broadcast and all other media purposes without any payment to You. The Agreement will also set out Your obligations with regard to Sky and any sponsors of the Series, the rules and regulations relating to the Heats, the Semi-Final and the Final, and will set out in detail the rights in the Artworks (as defined below) (indicated briefly for information in paragraph 49, but subject to any amendments or additions as may be included in this Agreement) which You will grant to the Producer.

The terms of the Agreement will be materially in accordance with the terms and conditions set out here, but the Producer reserves the right to include any additional or different terms in the Agreement which it determines, at its discretion, to be desirable or necessary.

Without prejudice to the terms of the Agreement, the copyright in all artworks created by You during the course of the Series (the "Artworks") will be fully assigned to the Producer by way of the Agreement. The rights assigned to the Producer will (subject to paragraph 50 below) be re-assigned to you in respect of any Artworks created by you **other than** (i) any Artworks gifted to institutions which you acknowledge shall be within the Producer's rights to so do, and (ii) subject to your receipt of the Winner's Prize Fee, the Winner's Prize Artwork (which may, at the Producer's discretion be gifted or loaned by the Producer to an institution for public display). The re-assignment of such rights to you shall be effected on the later of: (i) first broadcast of the last episode of the Series, and (ii) if staging an Exhibition is (in the opinion of the Producer) a reasonably possible prospect, and the

Producer wishes to include any artwork you create in such Exhibition, on the last date of the Exhibition, and (iii) if an Exhibition was thought a reasonably possible prospect but is subsequently withdrawn from consideration, on the date that the Producer declares that the Exhibition is not a reasonable prospect.

37. All rights in Artworks re-assigned to you shall be subject to:
- a. The Producer's right to include the Artworks in footage recorded for the Series.
  - b. The Producer's right (and the right to authorise third parties) to exploit the Series or any part thereof (which may contain footage in which the Artworks are included) in all media throughout the world without liability or account or reference to you;
  - c. The Producer's right (and the right to authorise third parties) to reproduce images of the Artworks for postcards, prints, posters and other products or publications (digital or hardcopy) for exploitation and distribution throughout the world for any purpose associated with the Series and/or Sky, whether on a commercial basis or not without liability or account or reference to you;
  - d. The right to use or include the Artworks in any licensing and merchandising (including without limitation, publishing) in all media throughout the world relating to the Series, whether on a commercial basis or not without liability or account or reference to you;
  - e. Any restrictions as the Producer shall advise upon re-assignment regarding restrictions regarding future purchases or acquisitions of the Artworks by third parties;
  - f. An obligation on You to procure that any third parties who purchase or otherwise acquire the Artworks from You, enter into a binding agreement with the Producer, requiring direct observation and compliance with the Producer's rights and any restrictions advised as a pre-condition of any such sale or acquisition of the Artworks.

The Artists may be required for promotional activity related to the Series and/or Sky and/or any programme sponsors and partners (which may include, without limitation, those persons presence and/or services as marketing and recorded, and/or transcribed interviews, for use on programme sponsor websites and marketing materials) and shall participate in all such activities on the Producer's

request, without compensation. The Artists give consent to the Producer, for an unlimited time, for the use of any content produced pursuant to the above obligation, their voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Producer and/or by Sky and/or sponsors, marketing partners or other entities connected with the Series) and in advertising, marketing or promotional material without additional compensation or prior notice, and by entering the Series, all entrants consent to the same.

38. By submitting an entry, You grant to the Producer in relation to all of the materials submitted by You (including without limitation any paintings, drawings, photographs, or video submitted, including Your Landscape Entry and Additional Works of Art) (the “Materials”):
- a. the right (but not the obligation) to record footage and images of You and the Materials generally and throughout the Series (“Footage”);
  - b. all necessary rights and consents for the full period of copyright (and afterwards so far as possible in perpetuity) to exhibit/make available at the Producer’ sole discretion the Footage and the Materials in any way and in any media and means (now known or hereafter devised) throughout the world;
  - c. a non-exclusive, royalty-free licence to use and publish the Footage and/or Materials in electronic format (including on the Producer’s websites) for purposes connected with the Series (but without any the obligation to so do); and
  - d. the right to use Your name, photograph and town or city of residence for the sole purpose of identifying You as the author of Your entry and/or as an Artist of the Series.
39. The Producer shall be free to assign or license the Producer’s rights in the Footage and/or Materials without Your prior consent and under no circumstances shall You be entitled to injunct or restrain the transmission or use of the Footage or Materials (or any part of it).
40. You irrevocably and unconditionally waive any so-called “moral rights” in the Footage and/or the Materials (whether arising under sections 77 to 85 (inclusive) or sections 205(C) to 205(N) (inclusive) of the Copyright, Designs and Patents Act 1988 or otherwise) as You now have or may acquire, and You undertake not to institute, support, maintain or permit any action or lawsuit in any part of the world

on the grounds that the Footage and/or the Materials and/or or the Series in any way constitute an infringement of Your moral rights or on the grounds that the Footage and/or Materials have been subjected to a derogatory treatment.

41. You warrant that You own the copyright to Your Landscape Entry and Additional Works of Art as its author, and that You own and can grant all rights in Your Materials as required under these Terms and Conditions. **You also warrant that the Materials shall not contain any material that constitutes an infringement of copyright of a third party.**
42. The Producer accept no responsibility for any damage, loss, liabilities, injury, or disappointment incurred or suffered by You as a result of Your entering into the Series. The Producer further disclaims liability for any injury or damage to You or Your Materials relating to, or resulting from, downloading or delivering such Materials.
43. The Producer accepts no responsibility for any damage to any Artworks during the period such Artworks are within the Producer's or any third party's possession and in transit to and from the Producer and/ any such third party. You agree that neither the Producer, nor third party, shall have any liability to You in this regard.
44. The Producer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the application process and the Series with or without prior notice due to reasons outside the Producer's control, and the Producer shall have no liability to You or anyone else in this event for any reason whatsoever.
45. The Series is intended for first broadcast in 2027 on Sky but the Producer provides no guarantees in this regard.
46. Nothing in these Terms and Conditions shall exclude the Producer's liability for death, personal injury, fraud, or fraudulent misrepresentation as a result of the Producer's negligence.
47. The Series and these Terms and Conditions will be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Producer of the Series : Storyvault Films Limited of Bridge Studios, 107a Hammersmith Bridge Road, London W6 9DA.

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