‘Sky Arts Portrait Artist of the Year - Series 14’ (working title) Competition Terms and Conditions

The Competition

1. These terms and conditions (“Terms & Conditions”) apply to a Portrait artist competition (“Competition”), which Storyvault Films Limited (“the Producer”, “we”, “us”, or "our") intends to run and film for a series of television programmes with the working title of ‘Sky Arts Portrait Artist of the Year Series 14’ (the “Series”) for British Sky Broadcasting Limited (“Sky”).

2. General questions about how to enter or in connection with the Competition, should be emailed to portrait@artistoftheyear.co.uk with “Portrait Competition” in the subject line.

3. Any entrant to the Competition ("you", "your") must read, and accepts these Terms and Conditions. You acknowledge that the Terms and Conditions may be changed (whether verbally, in writing or otherwise) by the Producer at any time as necessary in its sole discretion. If it is necessary for us to amend the Terms and Conditions, we will notify you and provide you with amended Terms and Conditions as soon as possible.

4. If you have any access requirements in order to complete the application process, please contact info@storyvault.tv with the subject line: ‘PAOTY S14 Application Access Requirements’.

5. You should be in good health and know of no reason why you should not be able to participate in the Competition. If you are selected to take part, you will need to be available to participate in subsequent rounds of the Competition and be filmed and appear in the Series, currently scheduled for filming during April and May 2027 but should be available throughout June, July and August 2027 (see below for further details).

Entry and Eligibility

6. To enter the Competition, you must complete and submit the application form online at: **skyartsartistoftheyear.tv** (“the Competition Website”) and upload to the Competition Website:
   a. One photograph of a Self Portrait artwork created by you (“the Self Portrait Entry”) - This image must show the complete artwork, and you must send no more than one image of the Self Portrait Entry.
   b. Photograph(s) of two further works of art by you (“the Additional Works of Art”), one of which should be another portrait, and you must send no more than one image of each Additional Works of Art you submit.
   c. One passport style photo of yourself.

   (together an "Entry")

   (Each photograph uploaded should be up to a maximum size of 5mb. Photographs of a greater size may not be able to be uploaded. Your passport style photo of yourself should be a maximum size of 5mb. Further details on how to upload the correct size photograph can be found on the Competition Website.)

7. Entries for the Competition may also be delivered to Storyvault Films Ltd, Somerset House, The Strand, LONDON, WC2R 1LA either by hand/in person, postal service or courier and will be acknowledged on receipt, but 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.

8. Only one Entry can be submitted per person. Entries on behalf of another person will not be accepted. Submission artworks must be solely produced by the applicant.

9. The Competition opens at 12:00pm (midday) GMT on Wednesday 7th October 2026 and closes at 12:00pm (midday) GMT on Friday 12th February 2027 ("the Closing Date"). Entries received after this date and time will not be considered. The Producer reserves the right, in its absolute discretion, to extend the Closing Date for a reasonable period of time, and in these circumstances, you shall be notified and the date on which the Producer elects to close the Competition shall be the Closing Date.

10. The Competition is open to all artists – amateur, professional or hobbyist – who:
(i) have a valid UK correspondence address;
(ii) as at 1 October 2026 are aged 16 or over; and
(iii) hold a valid UK passport; or
(iv) are legally entitled to enter and remain in the United Kingdom for the duration of the Competition, and are responsible for obtaining any visa, permit, or other authorisation required by UK law.

11. If you are not a UK resident, you must be able to legally attend the Competition heats in the UK and, in addition to the above, are responsible for arranging and covering the cost of your own visa, travel, accommodation and incidentals, as reasonably required.

12. If you progress beyond the heats, you must remain able and available to travel to the UK, at your own cost, to participate in any subsequent stages of the Competition for which you are required, including the semi-final, final and winners film.

13. You must, upon request, provide the Producer with supporting documentation to confirm that you meet these eligibility requirements and must immediately notify the Producer of any change in your circumstances that may affect your eligibility or ability to participate in the Competition.

14. If you are under 18 on 1st October 2026, you will need your parent/s or legal guardian/s to complete the application form and if you are chosen to participate in the Series, you will need to provide written consent from your parent/s or legal guardian/s prior to filming. you will also be required to provide written permission from your school, college, or apprenticeship to be absent in order to compete. If you are invited to attend a Heat, or chosen as a Semi-Finalist or Finalist, you will need to be accompanied at each stage by an adult.

15. Employees, officers, directors and agents of Sky, the Producer, or any of their respective licensees, assigns, parents, affiliated and subsidiary companies, are not eligible to appear on the Series.

16. Artists with an affiliation or existing relationship with any of our partners (e.g., any of our judges / our presenter / Sky / Cass Art / the Producer), MAY not be eligible to take part if such affiliation or pre-existing

relationship has the potential to create a conflict of interest. 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.

17. Any previous winner of the Sky Arts Portrait Artist of the Year and Sky Arts Landscape Artist of the Year (together, the "Artist of the Year Series") is not eligible to enter the Competition.

18. Artists who participated in Sky Arts Portrait Artist of the Year Series 13, including finalists of that series, are not eligible to enter the Competition. These artists may apply for a subsequent series if a further series is commissioned.

19. Other than those set out in paragraphs 17 and 18 above, previous participants and finalists of the Artist of the Year Series are eligible to enter the Competition.

20. The images of the Self Portrait 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. The Self Portrait Entry submitted must be a self portrait – i.e. a portrait of the applicant, by the applicant, and can be produced in any material excluding photography, video, sculpture and all forms of digital media (including the use of artificial intelligence (A.I.) technology). Collage and mixed media works are all allowed. The work may be abstract or expressive, as long as it is recognisably a representation of a self portrait that has been produced within the last five years. It's size must be clearly and accurately stated in the application. The Additional Works of Art submitted, 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.) technology.

21. 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 enter the Competition;
    d. You cannot be contacted;
    e. You do not respond within 48 hours of being contacted by us in relation to your Competition entry; or
    f. You are not reasonably available to participate in the Series in accordance with the production requirements of the Series.

22. You warrant that you own the copyright to your Competition Entry (including your Self-Portrait Entry and Additional Works of Art) as its author, and that you own and can grant all rights in and to your Entry as required under these Terms and Conditions. You also warrant that the Entry shall not contain any material that constitutes an infringement of copyright of a third party.

23. All information supplied (including personal details) in your Entry and at all subsequent stages of the Competition must be truthful, accurate, complete and in no way misleading. We reserve the right to disqualify you at any stage 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 Sky and/or the Competition and/or the Series into disrepute and/or impair the integrity of the Competition generally.

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

The Competition Process and Schedule

The Competition - The Heats

25. A panel of Judges will review the Self Portrait Entry(s) and the Additional Works of Art from all the valid Competition entries and select approximately 72 artists who will be invited to progress to the first stage of the Competition ("Shortlisted Artists"), which will consist of eight heats (the "Heats").

26. The Heats are intended to take place at a location to be decided in London on the following dates:
    a. Heat 1 – Tuesday 6th April 2027
    b. Heat 2 – Wednesday 7th April 2027
    c. Heat 3 – Thursday 8th April 2027
    d. Heat 4 – Friday 9th April 2027
    e. Heat 5 – Monday 12th April 2027
    f. Heat 6 – Tuesday 13th April 2027
    g. Heat 7 – Wednesday 14th April 2027
    h. Heat 8 – Thursday 15th April 2027

27. While the Producer fully intends to stage the Heats on the dates outlined 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.

28. The Producer will notify the Shortlisted Artists on or shortly following 25th March 2027, or such other date as the Producer at its absolute discretion shall elect ("the Notification Date"), and will on the Notification Date (or soon after, at the Producer's discretion) confirm the dates and locations and times that each of the Shortlisted Artists will be required for the Heat the Shortlisted Artist is invited to attend and will request verification of their eligibility to enter the Competition. The Producers will endeavour to notify unsuccessful entrants but may not be able to directly contact all unsuccessful applicants.

29. Shortlisted Artists will be required to supply high-resolution quality images of their Self Portrait Entry for marketing and publicity purposes. If you are a Shortlisted Artist, you will be given the opportunity to specify which date you would prefer but it may not always be possible to accommodate your preference and the Producer reserves the right to invite you to any of the dates. The Producer will also retain the right to exclude you from the competition if you are unable to attend on the requested dates.

Reserve Shortlisted Artists

30. The Producer may (but shall be under no obligation to) invite approximately one to three additional entrants who were not selected as Shortlist Artists to be a 'reserve' Shortlisted Artist ("the Reserve Shortlisted Artists"). The Reserve Shortlisted Artists are a number of standby artists that may take the place of a

Shortlisted Artist if they are no longer able to take part. Each heat will have its own number of Reserve Shortlisted Artists and which Reserve Shortlisted Artist is selected to fill any opening is at the sole discretion of the Producer. Reserve Shortlisted Artists could be called upon any time from the day of agreement to be a Reserve Shortlisted Artist to the morning of a Heat. If you are invited to attend that Heat on the possibility of being selected as a Shortlisted Artist on that day, you may not be the only Reserve Shortlisted Artist to attend that Heat on that basis, and the Producer shall have absolute discretion as to which Reserve Shortlisted Artist to select to replace an unavailable Shortlisted Artist, or to not invite any Reserve Shortlisted Artist to replace a Shortlisted Artist at all, regardless of circumstances.

31. If you are chosen as a Shortlisted Artist (or as a Reserve Shortlisted Artist and asked to attend any particular Heat), you will be required to bring your original Self Portrait Entry and possibly Additional Works of Art (the images of which were submitted by you for entry into the Competition) to (and potentially from) the Heat. Paintings must be unframed, and substitutes cannot be accepted. Your original Self Portrait Entry and Additional Works of Art, on request, must be given to the Producer on loan to the Producer until all episodes of the Series have been first broadcast by Sky or any further Exhibition (as defined at paragraph 70 below) if your Self Portrait Entry and Additional Works of Art are selected for the Exhibition. If your original Self Portrait Entry and Additional Works of Art are not available when required, the Producer reserves the right to disqualify you.

32. During each Heat, the Shortlisted Artists will be asked to produce an artwork depicting a Portrait of a Sitter allocated by the Producer ("the Heat Artwork"). The Producer may ask all of the Shortlisted Artists in each Heat to depict the same Sitter, or the Shortlisted Artists may be divided into groups to paint the same Sitter per group, or each Shortlisted Artist may be required to depict a different Sitter. All of those 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 Shortlisted Artists in each Heat in advance.

33. The Shortlisted Artists will have a maximum of 4 hours over a 5-6 hour period (or such other period as the Producer at its discretion may determine) to complete their Heat Artwork. The Shortlisted 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 (the "Semi-Finalists") at the end of the day. If you do not win your Heat you will be required to take your original Self-Portrait entry and Heat Artwork home with you at the end of the day.

34. At each Heat, The Sitter will (or may not, at the Producer's discretion) be invited to choose and keep their favourite Portrait of themselves from each Heat. If your Heat Artwork is chosen, your Heat Artwork will be gifted to that Sitter. If your Heat Artwork was chosen by The Sitter, The Sitter may (or may not) agree to loan your Heat Artwork to the Producer for the purposes of the Exhibition if an Exhibition is staged.

<u>The Competition: The Semi Finals</u>

35. The Semi Finalists will consist of approximately eight winners of each of the Heats. The Producer reserves the

right to offer another Semi-Finalist place to an additional Shortlisted Artist should the Judges request to do so. All Semi Finalists shall be on an equal basis with an equal chance of reaching and winning the Final.

36. The Semi Final is intended to take place at a London location on Wednesday 21st April 2027 ("the Semi Final Date"). While the Producer intends to film and hold the Semi Final on this date and at a London location, the Producer reserves the right to change dates and locations at its discretion.

37. The Semi Finalists will each be asked to produce a Portrait over a maximum 4 hours over a 5-6 hour period (or such other period as the Producer at its discretion may determine) on the Semi Final Date ("the Semi-Final Artwork"). The Producer may ask all of the Semi-Finalists to depict the same Sitter, or the Semi Finalists may be divided into groups to paint the same Sitter per group, or each Semi Finalist may be required to depict different Sitters. All of those choices shall be at the absolute discretion of the Producer, and those choices may or may not be told to the Semi Finalists in advance of the Semi Final Date. The panel of Judges will choose up to three (or more, at their sole discretion) Semi Finalists for the Final (the "Finalists") at the end of the day.

38. At The Semi Final, The Sitter will (or may not, at the Producer's discretion) be invited to choose and keep their favourite Portrait of themself. If your Semi-Final Artwork is chosen, your Semi-Final Artwork will be gifted to that Sitter. If your Semi-Final Artwork was chosen by The Sitter, The Sitter may (or may not) agree to loan your Heat Artwork to the Producer for the purposes of the Exhibition if an Exhibition is staged.

<u>The Competition: The Final</u>

39. The Finalists will be asked to complete a further two Portraits ("the Final Artworks"):

40. The first of the Final Artworks will be an artwork of a Sitter chosen by the Producer to be produced within a set time period on a single day or over a number of days, as determined by the Producer. The dates and times that the Finalists shall be given to complete the first of the Final Artworks shall be determined by the Producer. A space of the contributor's choice in which to complete this artwork, where a timelapse camera can be rigged, must be provided free of charge by the contributor to film any or all of this process.

41. The second of the Final Artworks is intended to be an artwork created and filmed at a location in London ("the Final Location") on Wednesday 5th May 2027 ("the Final Date"), although the Producer reserves the right to nominate a different Final Location and Final Date. The Producer may ask all of the Finalists to depict the same Portrait of a Sitter at the Final Location, or each Finalist may be required to depict different Sitters at the Final Location. Those choices shall be at the absolute discretion of the Producer, and those choices may or may not be told to the Finalists in advance of the Final Date. The exact time to be given to the Finalists to complete the second of the Final Artworks on the Final Date will be determined by the Producer in all circumstances.

42. The Judges will review the Final Artworks during and at the end of the Final Date and select an overall Winner ("the Winner"). The Winner will be announced in a filmed programme to be recorded at the Final Location on the Final Date, but the Producer reserves the right to announce the Winner at a later date and at a different

location, and if you are a Finalist, you will be required to attend such different location on such different date.

43. Your Final Artworks may be offered to the Sitter and if offered, your Final Artworks shall be gifted to the Sitter. If your Final Artworks are gifted to the Sitter, the Sitter may (or may not) agree to loan your Final Artworks to the Producer for the purposes of the Exhibition if an Exhibition is staged.

Judging

44. The judges will consist of a panel of three judges and the judges will assess the Entries and all subsequent Heat Artworks, Semi-Final Artworks and Final Artworks according to the judging criteria (e.g originality, composition, technical skill etc). Selections shall be made by majority decision of the judges. The panel of Judges may take all of your previous work in the Competition into consideration during the Heats, Semi-Finals and Finals. The judging process, 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 to dispute or discussion.

The Prize

45. It is intended that the prize for the Winner ("the Winner's Prize") shall be a commission to create an artwork depicting a Portrait of a Sitter to be determined by the Producer ("the Winner's Prize Artwork") for which the Winner will receive a taxable fee of £10,000 (ten thousand pounds) ("the Winner's Prize Fee"). The dates, times and locations for the creation, completion and delivery of the Winner's Prize Artwork shall be determined by the Producer 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 first broadcast of the Winner's Film (as defined below) by Sky.

46. If you are chosen as the Winner, you must be available between the Final Date and the end of August 2027 to 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 Arts 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 which may involve International Travel at the discretion of the Producer.

47. While the Producer will work with you to find mutually agreeable dates, you agree to make yourself available on date(s) to be provided.

48. It is the Producer's intention (but is not guaranteed) to display the Winner's Prize Artwork at any location and for any period of time determined by the Producer.

49. 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 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 determine that the Winner has forfeited their right to the Winner's Prize Award, and the Producer shall be entitled to select another Winner.

Confidentiality

50. You will not without the Producer's 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 Series, your appearance or participation in, or contribution to the Series, the production team or any participants in the Series, nor any other information which may come to your attention(including without limitation in relation to the Producer or Sky or otherwise) save where such information is already public knowledge. Breach of confidentiality is a serious matter, and the Producer reserves the right to disqualify you if you disclose any confidential information.

51. You will not without the Producer's 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 Heat, Semi-final or Final, including photographs of any of the artworks produced, until advised by the production team.

Intellectual Property Rights

52. Without prejudice to the terms of the Agreement, 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 the Producer by way of the Agreement.

53. The rights assigned to the Producer will (subject to paragraph 55 below) be re-assigned to you in respect of any Artworks created by you other than (i) any Artworks gifted to a Sitter 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).

54. 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 Artworks you created 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.

55. 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 anypurpose associated with the Series and/or Sky, whether on a commercial basis or not without liability or account or reference to you;

d. The Producer's right to use or include the Artworks in any licensing and merchandising (including without limitation, publishing) in all media, throughout the world, related 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 uses of images of the Artworks. For the avoidance of doubt, you will not have the right to reproduce, or to authorise others to reproduce, any image of any Sitter, for the purposes of any merchandising, including but not limited to posters, prints, T-shirts, mugs etc.;

f. Any restrictions as the Producer shall advise upon re-assignment regarding future purchases or acquisitions of the Artworks by third parties; and

g. 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.

56. You warrant that you are the original copyright owner of the Artworks and can grant all rights as required under these Terms and Conditions. You also warrant that the Artworks shall not contain any material that constitutes an infringement of copyright of a third party.

Filming of the Series

57. If you are chosen as a Shortlisted Artist or a Reserve Shortlisted Artist, you must be available for filming between 6th April and 15th April 2027, notwithstanding the intended Heats dates indicated at paragraph 26 above (which are subject to change), and notwithstanding any date confirmation provided on or around the Notification Date. The Producer reserves the right to add and/or further alter dates where desirable for the needs of production. You agree to use your best endeavors to be available for any alternative and/or additional dates requested in March, April, May, June, July, and August 2027.

58. If you are chosen as a Semi-Finalist, and in addition to the Semi Final Date, you agree to be available if requested by the Producer at any location (including, without limitation, your home) for further filming between 16th – 23rd April 2027 (during any times requested by the Producer between 07:00am and

20:00pm.).

59. If you are chosen as a Finalist, and in addition to the dates required at paragraphs 57 and 58 above, you agree to be available 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 if an exhibition is staged in accordance with paragraph 70 below, to attend a reasonable number of dates of the exhibition.

60. The Producer agrees that it will meet your reasonable travel and sundry expenses to attend any dates and locations requested pursuant to paragraph 70 only, subject always to agreeing such expenses with the Producer in advance. For the avoidance of doubt, you acknowledge that the Producer shall have no obligation to request your attendance pursuant to paragraph 70.

Filming – Conditions For Inclusion

61. By entering the Competition you warrant that you are not aware of any matter or circumstance, or any behaviour or conduct involving you, that is reasonably likely to bring the Producer, Sky, the Competition or the Series into public disrepute, contempt, scandal or ridicule. You will promptly notify us if any such matter arises during the course of the Competition, including after conclusion of the filming of the Series.

62. In the event that you are chosen as a Shortlisted Artist, Semi-Finalist or Finalist, you and anyone you intend to bring with you to the Heats, or subsequently the Semi-Final or Final agree to be filmed for the Series.

63. If you are selected as a Shortlisted Artist, or a Reserved Shortlisted 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 a Shortlisted Artist to attend one of The Heats, 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.

64. If you are selected as a Shortlisted Artist, or a Reserved Shortlisted Artist, you agree to attend a short phone session with a qualified psychiatric practitioner to discuss your participation in the programme.

65. All involved in the casting and selection process and the production of the programme, in any capacity, are to be treated with dignity and respect and any form of unacceptable behaviour, (such as, but not limited to, harassment or bullying), will not be tolerated.

Filming – Right To Your Contribution and Artworks

66. By submitting an Entry to the Competition, you grant to the Producer in relation to all of the materials submitted and created by you throughout the Competition (including without limitation any paintings, drawings, photographs or video submitted including your Self-Portrait 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 Competition ("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's 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 license to use and publish the Footage and/or Materials in electronic format (including on the Producer's websites) for purposes connected with the Competition (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 Competition entry and/or as a Shortlisted Artist, Semi-finalist or Finalist of the Competition.

67. 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).

68. 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) and the created Artworks 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 or the created Artworks have been subjected to derogatory treatment.

69. In addition to the above, prior to, and as a condition of, your participation (or in the case of Reserve Shortlisted Artists, your potential participation) in the Heats and beyond, you will be required to sign a separate Contributor Agreement, Health Declaration and any other further agreements as may be requested by the Producer (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 and the Footage 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 indicated briefly for information in paragraph 52 above, 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.

Exhibition

70. The Producer may (but does not guarantee) to cause the staging of an exhibition of artworks created during the Competition, 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 of the Heat Artworks, the Semi Final Artworks and the Final Artworks to be placed 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 during the competition in The Exhibition, the Producer shall inform you of the relevant dates and location(s) of the Exhibition when known. The Producer shall only meet 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. For the avoidance of doubt, the Producer does not guarantee or represent any intention to produce The Exhibition.

Costs and Expenses

71. You are responsible for the cost (if any) of creating and delivering your Self Portrait Entry and Additional Works of Art and generally with respect to submitting your application to the Competition sending it to us, as well as all other costs associated with your participation in the Competition. If you are chosen as a Shortlisted Artist, or a Reserved Shortlisted Artist, the Producer will make an ex-gratia payment of £50 (fifty pounds) towards your travel/hotel and subsistence costs incurred in attending the Heats if your residential address is outside the M25 or an ex-gratia payment of £25 (twenty-five pounds) towards your travel/hotel and subsistence costs incurred in attending the Heats if your residential address is within the M25. This will be payable electronically on the day of filming once attendance has been confirmed. You will be asked to provide your bank details to enable this to happen. For the avoidance of doubt, you will be responsible for transportation of your Portrait Entry and Additional Works of Art to and from the Heats, other than in exceptional circumstances to be agreed at the sole discretion of the Producer.

72. If you are chosen as a Semi Finalist or Finalist and are asked to travel away from home or are invited to attend the Final, the Producer shall supply and pay for your reasonable and pre-agreed travel and hotel costs. If, however, you live in the Falkland Islands and are chosen as a Semi Finalist or Finalist you will be expected to pay your own travel expenses to and from the United Kingdom.

Your Personal Data and Our Partners

73. If you are selected to participate in the Competition heats, you may be given the opportunity to hear directly

from Cass Art, an official partner of the Competition, about art materials, products, services, offers and other information that may be of interest to you.

74. Subject to your separate consent, the Producer may share your name and relevant contact details with Cass Art so that they may contact you directly. Choosing not to provide such consent will not affect your participation in, or progression through, the Competition.

75. Any sharing of your personal information will be carried out in accordance with applicable data protection laws and the Producer's Privacy policy, as posted on the Artist website.

76. The Shortlisted Artists, Semi-Finalists and Finalists may be required for promotional activity related to the Series and/or Sky and/or Series sponsors and partners (which may include, without limitation, those persons presence and/or services as a marketing competition prize, and recorded and/or transcribed interviews for use on Series sponsor websites and marketing materials) and shall participate in all such activities on the Producer's request without compensation. The Shortlisted Artists and the Semi-Finalists and Finalists consent to the use by the Producer, both before and after the closing date of the Competition for an unlimited time, 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 Competition, all entrants consent to the same.

Liability

77. The Producer accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of your entering into the Competition. 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.

78. 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 any third party shall have any liability to you in this regard.

79. 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 save as otherwise set out, we will not be liable for any loss or damage suffered by you in relation to the Competition.

General

80. If you cannot be contacted within a reasonable time period (up to 48 hours) from being contacted or are not able or available to participate in the Competition in accordance with the Producer's requirements for any

reason, then the Producer reserves the right to award a place in the Competition to another entrant. If a Finalist is not available to be nominated as the Winner for any reason, then the Producer reserves the right to nominate another Finalist.

81. The Producer reserves 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 the Producer's control, and the Producer shall have no liability to you or anyone else in this event for any reason whatsoever.

82. The Series is intended for first broadcast in 2027 on Sky Arts but the Producer provides no guarantees in this regard.

83. The Competition 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 Competition: Storyvault Films Limited, of Somerset House, The Strand, LONDON, WC2R 1LA.

-END-