

# The Big Splash Artist Submission Terms & Conditions

## In these Terms & Conditions:

**“You”** means the person (or business) making the submission

**“HIOM”** means Hospice Isle of Man (Registered Charity Number 317) whose postal address is Strang, Isle of Man, IM4 4RP

**“WiA”** means Wild in Art Limited, a consultant and curator of art trail events

**“Dolphin”** means the large Dolphin sculpture allocated to You for the purposes of this Event

**“Event”** means The Big Splash, a public art event taking place in the Isle of Man, and all associated events and marketing collateral

**“Event Organiser”** means representatives of HIOM, and WiA

**“Event Sponsor”** means an individual, company or organisation who has signed up to support the Event

**“Payment”** means the sum of £950

**“Standard Form Contract”** means a contract of engagement for the Event between you and HIOM

1. The project is open to all artists, amateur or professional.
2. You must be aged 18 or over and living in the Isle of Man or the UK.
3. You may submit up to three applications and by submitting designs, you agree to be bound by these Terms & Conditions.
4. The design you submit must represent a piece of work that you have the ability to reproduce on the three-dimensional Dolphin sculpture.
5. Your design must not promote or refer to drugs, gambling, religious or political products and/or messages, lewd sexual behaviour, weapons, tobacco or alcohol.
6. Any additions or modifications to the Dolphin sculpture must be sufficiently strong to maintain the structural integrity of the sculpture and must not cause injury.
7. You must be the sole author and owner of all intellectual property rights of the design(s) entered, or if the design(s) are not your own in full, you must have sole and exclusive permission in writing from the copyright owner/s to use his/her work and disclose this in your submission. Source material or proof of permission of another person's work must be made available on request by the selection panel. Hospice Isle of Man does not accept any liability in relation to the publication of such work.
8. Designs must be submitted by 11.59pm on 8th October 2021 through the online Artist Submission Form in the format set out below. No allowances will be made for designs arriving after this deadline.
9. You may submit up to 3 designs in total. Each must be submitted through a separate Artist Submission Form. Other than in exceptional circumstances no more than two will be commissioned.

10. When completing your submission form you will be prompted to attach your designs, we ask that you limit attachments to no more than two in number, and each file is a maximum of 5MB.
11. By submitting your design(s), you warrant that you have all the required rights and consents to submit your design(s) and, if your designs are commissioned, allow the Event Organiser to use the design(s) in any way necessary to support the Event.
12. HIOM processes personal information in accordance with the Privacy Policy set out on its website <https://www.hospice.org.im/our-privacy-policy/>
13. Your full name, work background/biography and contact details (as set out in the Artist Submission Form) will be shared with WiA and the Event Sponsor who selects your design for the purpose of administering and evaluating the Event.
14. WiA processes personal information in accordance with the Privacy Policy set out on its website <https://www.wildinart.co.uk/terms-and-conditions/privacypolicy/>
15. HIOM may use third party organisations to help deliver services (such as sending emails) on its behalf, but does not rent, swap or sell personal information to other organisations for use in their own marketing activities.
16. If your design is commissioned (if an Event Sponsor selects your design) you agree your full name, social media handles and photograph will be published and used for promotional purposes including but not limited to the Event art trail, website, app, social media and local and national media, unless opt out is agreed in writing.
17. The designs will be reviewed and shortlisted by the Event Organiser prior to being presented at the Event Sponsor selection event. Event Sponsors select the design they would like for their Dolphin. No further correspondence will be entered into.
18. If your design is selected, you will be commissioned and enter into a Standard Form Contract.
19. If commissioned, Payment will be made to You by HIOM upon sign-off of your Dolphin by the Event Organiser.
20. The Event Organiser will provide you with a Dolphin for decoration with your design, at no charge to you and it will at all times remain the property of HIOM until sold at the auction.
21. With the exception of varnish, which will be supplied by the Event Organiser, You will be responsible for the cost of all materials used to reproduce your design on your Dolphin. For the purposes of Clause 29 below You will be asked to provide a full list of materials applied including the type of material, brand and colour.
22. The Event Organiser intends to provide a collective painting space in the Isle of Man. Dolphins will be placed in the painting space and You will be allocated one. If you choose not to use the painting space provided, you will be responsible for the cost of transporting the Dolphin to and from your studio. Should a collective painting space not be available, the Event Organiser will discuss the cost of transporting the Dolphin on a case-by-case basis.
23. While in your care, should you cause damage to the Dolphin, you will be responsible for the cost of repair.
24. If a Dolphin sculpture is returned unfinished or deemed irreparable due to damage while in your possession, you shall be charged the full replacement cost of the sculpture.

25. The Event Organiser reserves the right to withhold Payment if in its sole opinion the quality of the finished artwork falls below that which can reasonably be expected for public display at the Event and/or is substantially different from the design commissioned.

26. It is intended that the Dolphins will be displayed in a 12-week public art trail in the Isle of Man between May and September 2022. Timing of the public art trail may be changed or delayed subject to COVID-19 regulations and or other unforeseen circumstances. HIOM will endeavour to keep all commissioned artists abreast of any changes to planned timelines.

27. Following the public art trail, all the Dolphins will be displayed together at a public event before they are auctioned to raise money for HIOM.

28. Due to the nature of the art trail, the Dolphins may suffer some damage whilst on public display. You may be requested to touch up, renovate and restore your Dolphin to the condition when signed-off (at the sole discretion of the Event Organiser), at your expense. If You are unavailable to touch up your Dolphin another artist will carry out this work.

29. Copyright and all other intellectual property rights in your design submitted belong to and remain with You.

30. Subject to receipt of the Payment, you grant to each of the Event Organisers an irrevocable royalty free licence to use your design in connection with the Event and thereafter for archival purposes and you agree to waive to the fullest extent permitted by applicable law all moral rights to your design except to receive credit as the author of the design.

31. You consent to the use of your design and finished Dolphin (including artwork and photographs of the Dolphin), your name and photograph in promotional materials by each of the Event Organisers without any further compensation.

32. HIOM may from time to time produce facsimiles and/ or replica figurines of your completed Dolphin in either two or three dimensional form and any consideration or royalty owing to You will be set out in the Standard Form Contract.