

#FINDYOURSPACEROCHDALE – TERMS & CONDITIONS

1. INTRODUCTION

Rochdale Development Agency Limited of Number One Riverside, Smith Street, Rochdale, Lancashire, OL16 1XU is responsible for the promotion and administration of the #FINDYOURSPACEROCHDALE Art Project, as well as being the Data Controller in relation to any personal data provided by contributors to the project for the purposes of the General Data Protection Regulation and Data Protection Act 2018.

2. HOW TO ENTER

Please take a photo of your submission ("the Artwork"), ideally no less than 250 dpi, (most camera phones can do this) PLEASE TRY TO TAKE THE PHOTO ON A FLAT SURFACE WITH GOOD LIGHT AND NO SHADOWS and email it to: yourspace@thisisrochdale.com

DEADLINE MONDAY 31ST AUGUST 2020

3. GRANT OF LICENCE

- 3.1 In consideration of the opportunity to take part in the #FINDYOURSPACEROCHDALE project, you hereby grant to us a non-exclusive licence to use the Artwork for the full period of copyright in it including all periods of renewal, extension and revival of the copyright and thereafter in perpetuity and all necessary consents including under the Copyright, Designs and Patents Act 1988 as amended from time to time or any enactment that replaces it to enable us to change, publish, distribute, exhibit, use and otherwise exploit the Artwork whether alone or incorporated in or in conjunction with other works worldwide and in all media whether now known or hereafter devised ("**Licensed Rights**").

4. YOUR OBLIGATIONS

- 4.1 You hereby warrant and undertake that:

- (a) you will provide the Artwork to us in a jpeg format, colour as CMYK with dimensions of 297 millimetres (W) by 210 millimetres (H) and at a resolution of no less than 250dpi;
- (b) you are the sole owner of the Licensed Rights and you have full authority to enter into this letter agreement;
- (c) you are at least 18 years old or that you are the parent or guardian of your child submitting the Artwork
- (d) the Artwork does not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor does it contain any obscene,

blasphemous or defamatory content, and its exploitation will not place any person in contempt of court nor in breach of any provision of any statute;

- (e) you are not aware, having made full and reasonable enquiry, of any claim by any third party that the Artwork or any pre-existing material incorporating the Artwork or included within the Artwork, or the exploitation of the Artwork by either of us, has infringed or will infringe any rights of any third party and you agree that you will immediately inform us if you become aware of any such claim; and
- (f) you have secured any and all third-party permissions and releases necessary to grant the Licensed Rights to us and have made or will make in a timely manner all payments due to any such third parties necessary to enable us to exercise the rights granted to us under this agreement. You hereby acknowledge that we will not be liable for any such payments.

4.2 You hereby waive in favour of us and all our assignees and successors in title all moral rights in the Artwork to which you may be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world to the extent necessary for us to exploit the Licensed Rights subject to the terms of this licence.

4.3 You acknowledge that you understand and agree that we do not undertake to exhibit or otherwise exploit the Artwork.

4.4 You hereby indemnify us and will at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in this agreement.

5. OUR OBLIGATIONS

We hereby agree that:

- (a) We will comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data. This paragraph is in addition to, and does not reduce, remove or replace, our obligations arising from such requirements. We will collect and store your name, e-mail address and any other contact details you provide on entry to administer the project, to seek your further participation in press and publicity activities, and to manage your relationship with us. We will not transfer, store or process your personal data outside the European Economic Area. If you have any questions about our data protection practices, please contact us using the contact details set out in paragraph 2 above. Under certain circumstances, you have rights under data protection laws in relation to your personal data including the right to receive a copy of the personal data we hold about you and the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues (www.ico.org.uk);

- (b) we will not to the best of our knowledge and belief exercise the Licensed Rights in any way that is, or renders the Artwork, obscene or defamatory or in breach of the privacy or any other rights of a third party or of any law in the Territory; and
- (c) we will not without your prior written consent amend, adapt, use or position the Artwork so as to suggest that you or any of the persons appearing in the Artwork endorse any commercial product or service or any political party or belief.

6. RIGHT TO ASSIGN

We will be entitled to assign, license or deal in any other manner with any or all of our rights and obligations under this agreement. You will not be entitled to assign, license or deal in any other manner with any or all of your rights and obligations under this agreement.

7. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

8. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.