



NORTHERN PRIZE FOR ILLUSTRATION 2023 COMPETITION TERMS & CONDITIONS

Please read the following terms and conditions carefully before submitting your entry to the NIP2023 competition.

You will be prompted to agree to the Terms and Conditions before submitting your entry.

By submitting your entry you agree that you will be bound by these Terms and Conditions.

1.	<p>THE PROMOTER</p> <p>The competition with the title 'Northern Illustration Prize' (the Competition) is organised by The Northern School of Art, a statutory charity with registered address at Newport Road, Middlesbrough, TS1 1L (NSA), and hosted online by the Association of Illustrators (AOI) a company limited by guarantee registered in England with registered address at Somerset House, Strand, London WC2R 1LA, UK.</p>
2.	<p>ELIGIBLE ENTRANTS</p>
2.1	<p>The Competition is open to any illustrator working anywhere in the world in any format or medium or context subject to these terms and conditions including in particular clause 2.2 below.</p>
2.2	<p>Russia/Belarus Sanctions</p> <p>The UK Government has introduced sanctions against Russia and Belarus as set out in The Russia (Sanctions) (EU Exit) Regulation 2019 as amended and The Republic of Belarus (Sanctions) (EU Exit) Regulations 2019 as amended.</p> <p>These regulations place a significant and unacceptable administrative burden on the AOI in establishing whether it is permitted to accept/pay funds to Russian or Belarusian nationals or any persons ordinarily resident or domiciled in Russia or living in one of the territories in Ukraine occupied by Russia. As a result, the AOI will not accept submissions from Russian or Belarusian nationals and/or illustrators based in Russia or agencies established in Russia as well as any persons/agencies currently based or established in Belarus or in one of the territories in Ukraine occupied by Russia.</p>
2.3	<p>Work can be entered by either:</p> <ul style="list-style-type: none"> Established illustrators i.e. the creator of the work has been working as an illustrator for five or more years prior to the Opening Date (including collaborative illustration duos and collectives – in this case, at least one of the members of the duo or collective must meet the criteria of 'Established Illustrator') entering their own work;

	<ul style="list-style-type: none"> Emerging Illustrators i.e. the creator of the work has been working as an illustrator for less than five years prior to the Opening Date (including collaborative illustration duos and collectives – in this case, at least one of the members of the duo or collective must meet the criteria of ‘Established Illustrator’) entering their own work <p>or</p> <ul style="list-style-type: none"> A third party such as a commissioner (entering work they have commissioned from an illustrator), agent (a representative of the illustrator) or tutor (for example a university lecturer or supervisor) provided that they have the written permission of the illustrator/creator of the work to enter the work and the creator meets the entry criteria for either Established or Emerging Illustrator.
2.4	Entrants must be 18 years or over. Entrants who enter the work of others (e.g. commissioners or agents who enter work of illustrators they have commissioned or represent) warrant that the creator(s) of the work they enter is/are 18 years or over.
2.5	Entries must not be submitted by current members of staff of the NSA, current governors of the NSA, current members of staff of the AOI, current members of the AOI’s Board of Directors, current AOI Patrons or by this year’s judges.
2.6	By entering the Competition, you confirm that you are eligible to do so and are eligible to claim any prize you may win. The Promoter reserves the right to require you to provide proof that you and the creator of the work you enter comply with the entry requirements of the Competition.
3.	HOW TO ENTER
3.1	To enter the Competition entrants must complete and submit the entry form via this link: https://theaoi.com/northern-illustration-prize-2023
	Entering Work
3.2	The Competition will run from 12 May 2023 (the " Opening Date ") to 11 June 2023 or any other date after an extension of time announced by the AOI - whatever is the later date (the " Closing Date "). UK time zone applies to any dates mentioned in these terms and conditions.
3.3	Entrants may submit an unlimited number of entries.
3.4	All competition entries received after the Closing Date are automatically disqualified unless NSA decides at its absolute discretion to admit the entry.
3.5	The NSA/AOI will not amend any contact information once the Competition entry form has been submitted. It is the responsibility of the Entrant to notify NSA of any changes to their contact information in order to receive notices from the NSA in relation to the Competition.
	Categories
3.6	There are two categories the Entrant must select when submitting the entry: “Emerging” or “Established Illustrator” (as defined in clause 2.3).
	Theme
3.7	Entered work must answer to the theme of “The Sea” – The NSA and the Northern Festival of Illustration are based in the historic port town of Hartlepool on the northeast coast of England. This summer the town hosts the world-famous Tall Ships Race and to

	<p>celebrate this and the town's maritime heritage the theme of the Competition this year is 'The Sea' (the Theme).</p> <p>Illustrators are free to interpret the Theme how they choose but they might like to consider:</p> <ul style="list-style-type: none"> • How the sea links us • How the sea has helped to form our history and present – forming us. • The Tall Ships Race
4	ELIGIBLE ENTRIES
4.1	Images must be submitted in .jpg, .gif or .png formats (not .jpeg). Images can be up to 4MB and 3000px wide at 72 dpi or 150 dpi in RGB colour.
4.2	Entries commissioned by the AOI or the NSA are not eligible to be entered in the Competition.
4.3	Entries produced using AI text-to-image generating software or platforms are not eligible to be entered in the Competition. AI-generated artwork or entries based on AI-generated artwork will be disqualified.
4.4	The NSA reserves the right to disqualify any works entered in breach of these terms and conditions. On disqualification of an entry, the NSA will not be liable to pay damages or losses alleged to have arisen whether directly or indirectly from or in connection with such disqualification.
5	WARRANTY
5.1	<p>The entrant hereby represents and warrants (guarantees) that</p> <ol style="list-style-type: none"> a. they own copyright and any other relevant rights in the work or have permission from the intellectual property rights holder to submit the work; b. they have the right and/or authority to give permission to the NSI and AOI to publish, share and use the entered work and information given in the entry form for the purpose as set out in this agreement; c. the entered work is original and does not infringe the rights of any third party; d. any information given in relation to the entered work is correct; d. the entered work is not defamatory or obscene; e.. the entered work complies with all applicable laws, rules, regulations and orders; and f. the entered work is unlikely to bring the AOI or the NSI into disrepute.
5.2	The Entrant shall indemnify and keep the NSI and AOI indemnified against all claims, demands, actions, suits, proceedings, losses and costs (including any legal costs or reasonable expenses properly incurred and any compensation, costs and disbursements paid by the AOI on the advice of the AOI's legal advisers to compromise or settle any claim) occasioned to the AOI in consequence of any breach or alleged breach of this warranty.
6	JUDGING
6.1	The Promoter will select a jury comprising three members of staff of NSI and a representative of the AOI (optional).
6.2	The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
	Round One – shortlisting
6.3	All entries are presented anonymously to the jury in each category who will shortlist the entries online.
6.4	<p>The judging criteria for work to be shortlisted are as follows:</p> <ul style="list-style-type: none"> • Excellent technical execution • Effective interpretation of the Theme • Exploration of the artform
6.5	10 works will be shortlisted in each of the two categories.

6.6	<p>It is anticipated that Entrants will be notified in early July via email if their entry has been shortlisted. The notice will contain detailed instructions of the time frame (usually within a calendar week of the date of the notice) within which entrant is required to send high res digital files and information relating to relevant works to the NSA, specifications of digital files and how they should be sent. It will be the responsibility of the entrant to follow the NSA's instructions. Failure to do so will result in the work not being included in the Exhibition (see below).</p> <p>The NSA shall not be liable for any loss or damage (whether or not such loss or damage was foreseeable or in the contemplation of the parties) caused by the entrant's failure to provide a current, valid and working email address or to follow the NSA's instructions or caused by any other circumstances which are beyond the control of the NSA (such as technical system failures).</p>
	Round Two – Exhibition
6.7	<p>Provided that NSA receives a high-res digital file of the shortlisted work in time the shortlisted work will be exhibited as part of The Northern Festival of Illustration organised by NSA which will take place throughout July, August and September 2023 in Hartlepool, UK (the Exhibition).</p> <p>Costs of printing of the shortlisted works from the high-res files, organisation of the Exhibition and any other expenses incurred in association with the Exhibition will be covered by the NSA.</p> <p>All creators/copyright holders of shortlisted work hereby acknowledge and accept that NSA will own all printed works shown in the Exhibition. It will be at the NSA's absolute discretion to transfer ownership of the printed works to the creators/copyright holders of the shortlisted work.</p>
6.8	<p>All shortlisted works included in the Exhibition (including image and supporting information), the name of the creator of such work and details of the entrant's and/or illustrator's website will also be published on the Exhibition's website controlled by NSA (https://thefestivalofillustration.com).</p>
	Round Three – Selection of Category Winners
6.9	<p>One winner in each category (the Category Winner) will be selected by the public from the shortlisted works shown in the Exhibition. All visitors to the Exhibition will be provided with a QR code, which links to the Exhibition's website (https://thefestivalofillustration.com/) where they can submit their vote.</p> <p>Category Winners will be selected by majority vote and will be notified via email towards the end of September.</p>
	PRIZES
7.1	<p>Each Category Winner will win a cash prize of £1,000.</p>
7.2	<p>Prizes are not transferable. Cash prizes will be paid in one lump sum only.</p>
7.3	<p>Category Winners are fully responsible for any taxes, fees or duties due in any country where they may be liable to pay such taxes, fees and duties. The NSA will not advise on tax issues relating to prizes.</p>
7.4	<p>Any advertised prizes cannot be transferred to any other person and will only be given to the named Category Winner (and not any third party that entered the winning entry such as a commissioner, agent or tutor).</p>
7.5	<p>The NSA reserves the right to withdraw advertised prizes at any time for any reason if it deems it reasonable to do so. In this case, the NSA will not provide compensation for loss or damage arising from the withdrawal of prizes (whether or not such loss or damage was foreseeable or in the contemplation of the parties).</p>
7.6	<p>Cash awards are payable by bank transfer in GBP only into the Category Winner's nominated bank account.</p>

7.7	Category Winners will be responsible for providing correct and current postal addresses and bank details to the NSA/AOI. The NSA/AOI will not be liable for loss or damage caused by prize money not being received by Category Winners due to missing or erroneous bank details, fraudulent activity or any other reasons out of the control of the NSA/AOI.
	LIMITATION OF LIABILITY
8.1	Nothing in this agreement shall operate to exclude or limit the NSA's or AOI's liability for: <ul style="list-style-type: none"> a. death or personal injury caused by its negligence; or b. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or c. fraud; or d. any other liability which cannot be excluded or limited under applicable law.
8.2	The NSA and AOI shall not be liable under or in connection with this Agreement for any: <ul style="list-style-type: none"> a. loss of revenue; b. loss of actual or anticipated profits; c. loss of contracts; d. loss of the use of money; e. loss of anticipated savings; f. loss of business; g. loss of opportunity; h. loss of goodwill; i. loss of reputation; j. loss of, damage to or corruption of data; or k. any indirect or consequential loss, <p>in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.</p>
8.3	Subject to clause 11.1, the AOI's or NSI aggregate liability in respect of claims arising out of or in connection with this agreement, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £1000.
	INTELLECTUAL PROPERTY
9.1.	The entrant agrees that, as a condition of entry, the AOI and NSI shall have the right, without seeking further permission from the creator of the entered work, to share copies of and information about the entered work on its social media platforms, in marketing materials for the exhibition or Award Ceremony for the sole purpose of promoting the Competition and the business of the AOI and NSA. <p>This licence shall be non-exclusive, worldwide, royalty free and shall terminate automatically 24 months after the Closing Date of the Competition.</p>
9.2.	The entrant agrees that if the entered work is shortlisted, the selected entry (including image and supporting information), the name of the creator of the entered work and details of the entrant's and/or illustrator's website may be printed and shown in the Exhibition, on the Exhibition's website controlled by NSA (https://thefestivalofillustration.com) (in accordance with clauses 6.7 and 6.8) and published in the news section of the AOI Site
9.3.	Further to clause 9.1, the entrant agrees that if shortlisted the selected entry and any other material they have supplied in support of their entry (such as biographical information) may be used by the AOI and

	<p>NSA for the promotion of the Competition and Exhibition and included in promotional and educational materials, press and advertising such as:</p> <ul style="list-style-type: none"> • invitation cards • press releases and press kits • information leaflets • postcards • posters • social media platforms such as Twitter, Facebook, Instagram • website • awards night hosting virtual platform • e-newsletters <p>and thus grants the AOI and NSA a non-exclusive, royalty-free, irrevocable and worldwide licence to display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes in volume and/or digital form for 24 months from the Closing Date of the Competition.</p>
12.4.	Any third party submitting an entry (tutor, commissioner, agent or other) is responsible for contacting the copyright holder of the entered work to ensure their consent to these terms. Any other use of shortlisted entries will be subject to a separate agreement with the copyright holder.
	OTHER TERMS
13.1	The NSA reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.
13.2	<p>The AOI will only process the entrant’s personal information or the personal information the entrant provided on behalf of the creator/copyright holder of the entered work in accordance with the AOI’s privacy policy: https://theaoi.com/wp-content/uploads/2021/06/AOI-Data-Protection-Policy-revised-June-2021.pdf</p> <p>By entering work to the Competition the entrant accepts that the AOI will share the entrant’s personal information or the personal information the entrant provided on behalf of the creator/copyright holder with NSA. This transfer is necessary to give effect to these terms and conditions of entry into the Competition.</p>
13.3	These terms and conditions shall be governed by English Law. All parties submit to the exclusive jurisdiction of the English courts.
13.4	<p>The NSA reserves the right to amend these terms and conditions at any time during the Competition. The NSA will notify the entrants of any amendments (Notice of Amendment). If entrants do not accept the amendments, they shall notify the NSA immediately in writing (Non-Acceptance Notice). If no Non-Acceptance Notice is received within a calendar week of the date of the Notice of Amendment, the amendment shall be deemed to be accepted.</p> <p>If a Non-Acceptance Notice is received, this agreement is automatically terminated but any licences already granted shall be valid until the end of their term unless the AOI or NSA have not yet relied on them at the time of termination.</p>