

### **WIA2025 COMPETITION TERMS & CONDITIONS**

Please read the following terms and conditions carefully before submitting your entry to the WIA2025 competition.

You will be prompted to agree to the Terms and Conditions before submitting your entry. By making a payment for your entry you agree that you will be bound by these Terms and Conditions.

## 1. THE PROMOTER

The competition with the title 'World Illustration Awards' (the Competition) is organised and promoted by the Association of Illustrators (AOI) a company limited by guarantee registered in England with a registered address at Somerset House, Strand, London WC2R 1LA, UK, in collaboration with Workbook Creative, Inc., a corporation organized and existing under and by virtue of the General Law of the State of Delaware [United States], with a registered address at 971 Baileyana Road, Hillsborough, CA 94010 USA t/a the Directory of Illustration (DOI).

## 2. ELIGIBLE ENTRANTS

2.1 The Competition is open to any illustrator working anywhere in the world where participation in competitions of this nature on these terms is lawful and excluding residents of (i) Russia, Russian occupied Ukraine or Belarus.

Due to the UK sanctions regime, there is significant and unacceptable administrative burden on the AOI in establishing whether it is permitted to accept/pay funds to residents of Russia, Belarus or territories in Ukraine occupied by Russia. As a result, the AOI will not accept submissions from these territories.

- **2.2** Work can be entered by either:
  - Professional illustrators i.e. the creator of the work (including collaborative illustration duos and collectives) entering their own work;
  - Students of illustration or other relevant subjects (in accordance with clause 3.6);

or

- 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.
- 2.3 Entrants must be 18 years or over. Entrants who enter the work of others (e.g. commissioners, tutors 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.
- **2.4** Entries must not be submitted by 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.
- In entering the Competition, you confirm that you are eligible to do so and 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

- To enter the Competition entrants must first create an account on the AOI website: <a href="www.theaoi.com">www.theaoi.com</a> (the AOI site) or sign in with their existing AOI Site account.
- 3.2 The AOI Site will auto-generate a password to login and access the entry form. Entrant must change the password, keep account details safe and not share their account details with third parties.
- 3.3 The Promoter will not amend any contact information once the Competition entry form has been submitted. It is the responsibility of the Entrant to update contact information and inform AOI to receive notices from in relation to the Competition via their AOI account.

The AOI uses Mailchimp to send out notifications to all entrants and especially those whose works have been longlisted or shortlisted. It is crucial that Entrants do not un-subscribe from the Mailchimp service during the selection process of the Competition as the AOI has no other practical means to contact you otherwise and so your entry shall be invalid.

### **Entering Work**

3.4 The Competition will run from 4 December 2024 (the "Opening Date") to midnight at the end of 11 February 2025 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.

All competition entries received after the Closing Date are automatically disqualified unless the AOI decides at its absolute discretion to admit the entry.

- **3.5** Entrants may submit an unlimited number of entries in as many different categories as they wish.
- **3.6** Only entries that have been paid for in full by the Closing Date will be admitted to the Competition.

# **Categories**

**3.7** Entrants must select the status of the creator of the entry either as New Talent or Professional:

'New Talent' means

- a current student enrolled part-time or full-time on an undergraduate course studying illustration or a similar subject (at bachelor or equivalent degree level);
- a recent graduate (graduating from a bachelor's degree or equivalent in the same or the previous year of the Opening Date)
- an illustrator without a bachelor's degree or equivalent with less than one year's work experience as an illustrator
- Post-graduate (if entered immediately after BA)
- Foundation courses

'Professional' means any creator of illustrations or moving image works who is a working illustrator and does not fulfil the criteria of 'New Talent'.

- **3.8** Entries can be submitted as either:
  - a Single Entry (one still image or moving gif) or
  - a Multiple Entry (a lead image plus up to four further images / animated gifs / direct URLs relating to the same project or commission).

Multiple Entry should be selected to showcase different elements of the same project or commission (e.g. book cover plus inside spreads, a series of gifs for a website campaign, different angles of a mural

etc.). An animation is always a multiple entry and requires a still image plus a direct URL link to the animation on either Youtube or Vimeo.

**3.9** Entries must either have been commissioned (e.g. by a publisher, editor, business), or have been initiated and created by the illustrator themselves (e.g. for their portfolio, website, or to test new ideas).

Any entry which states the illustrator's own name as the commissioner will be changed to the status of 'un-commissioned'.

Any commissioned or un-commissioned work can be entered in any category.

- **3.10** Entries must be entered into one of ten categories as follows:
  - Advertising
  - Animation
  - Book Covers
  - Children's Publishing
  - Design, Product & Packaging
  - Editorial
  - Exploration
  - Publishing
  - Science & Technology
  - Site Specific

Any Single or Multiple Entry can be entered in more than one category but must be entered and paid for separately for each category.

### 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.

Only URLs linking to moving image works hosted on either YouTube or Vimeo are accepted. URLs linking to other websites or linking to password protected files are not eligible and will not be entered in the Competition. URL links which are broken will be removed from entries prior to viewing by the judges. It shall be the responsibility of the entrant to ensure that links work and can be viewed by the judges without the need to register or log into an online portal.

- 4.2 Entries must have been created or commissioned in the same calendar year of the Opening Date of the Competition up to the Closing Date. For example, if the Opening Date is 1 December 2024 and the Competition closes on 11 February 2025, eligible entries include all works commissioned and created (but not necessarily published) between 1 January 2024 and 11 February 2025.
- **4.3** Entries commissioned by the AOI or the DoI are not eligible to be entered in the Competition.
- 4.4 Entries must be the creator's original work. 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.
- The AOI reserves the right to disqualify any works entered in breach of these terms and conditions or you commit any kind of fraud, dishonesty or deceit. On disqualification of an entry, AOI will not refund the entry fee nor will it 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 The entrant hereby represents and warrants (guarantees) and it is a condition of entry that 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 to give permission to the 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; and
  - e. the entered work complies with all applicable laws, rules, regulations and orders.
- 5.2 The Entrant shall indemnify and keep the 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. ENTRY FEE

- The following entry fees apply before any discount is applied (Entry Fee):
  - GB Pounds £34 per Single Entry, £53 per Multiple Entry
  - Euro € 41 per Single Entry, € 64 per Multiple Entry
  - US Dollars \$43 per Single Entry, \$67 per Multiple Entry
- **6.2** Entries will only be accepted and entered in the Competition once payment of the Entry Fee has been received in full. The Entry Fee can be paid in three currencies: GB Pounds (£), US Dollars (\$) and Euros (€).
  - Any other currency will be converted by your card issuer at point of payment.
- 6.3 Conversion rates apply and may vary for entries made in other currencies. Please check with your bank.
- 6.4 Current AOI members at the time of payment are eligible for a 20% discount per entry on an unlimited number of entries, including on the early bird rates when they are available. Discounts are automatically applied at the checkout when logged in to the AOI Site with an active member account.
- **6.5** The Entry Fee is non-refundable.
- At the AOI's discretion, a limited number of free entries will be made available on the basis of financial hardship via a bursary scheme. Separate terms and conditions apply for bursary applications.
- 6.7 Agents, Tutors and Commissioners benefit from a 10% discount if they enter 10 projects or more via their user account.

# 7. JUDGING

- 7.1 The Promoter will select a jury comprising three judges in each category and an independent chair who will pre-select approximately 100 to 200 entries (pro-rata per category) to be presented to each category jury who will choose the longlist from the pre-selected entries.
- **7.2** The decision of the chair and judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- **7.3** The judging criteria for all entries is as follows:
  - Excellent technical execution
  - Effective communication of the idea or message
  - Exploration of the artform

## Round One - Longlist

7.4 All pre-selected entries are presented anonymously to the jury in each category who will choose the longlist online by viewing the entries in the relevant category and marking entries 'yes' for inclusion in the longlist (the Longlist).

Approximately 500 entries in total will be longlisted pro-rata based on the percentage of total numbers of entries received in each category whereby the total number of entries received in all categories shall be 100%.

7.5 Entrants will be notified of the decision via email (using Mailchimp – see further clause 3.3) and via their online account on the AOI Site as soon as practicable after the judging process has ended.

### **Round Two – Shortlist**

- 7.6 All longlisted entries are presented anonymously to the category jury. The category jury views the longlisted entries in the relevant category including supporting information online. Entries are marked as 'yes' or 'favourite' to be eligible for selection to the shortlist.
- **7.7.** Approximately 200 works in total will be shortlisted from the Longlist pro-rata based on the percentage of total numbers of entries received in each category whereby the total number of entries received in all categories shall be 100%.
- **7.8** Entrants will be notified of the decision via email (using Mailchimp see further clause 3.3) and via their AOI account as soon as practicable after the judging process has ended.

## Round Three – Highly Commended and Category Winner selection

- **7.9** Shortlisted entries selected as potential Category Winners are reviewed and discussed by the category jury.
- **7.10** The category jury selects four winners to be presented with Awards in each category:
  - a New Talent and a Professional Category Winner;
  - a New Talent and a Professional Highly Commended.
- **7.11** The AOI reserves the right not to present an Award if the quality of entries in a particular category is deemed not high enough.

### Round Four - New Talent and Professional Overall Award Winners selection

- 7.12 The final round of judging takes place after the category winners have been selected. The Overall Winners are announced at the Awards ceremony.
- 7.13 All judges view all works by category winners, discuss and vote for the winners of the New Talent and Professional awards across all categories (Overall Awards).
- **7.14** The AOI reserves the right not to present an Overall Award if the quality of entries is deemed not high enough.
- 7.15 Overall New Talent and Professional Awards are presented for work that the judges consider to have made the most significant contribution to illustration during the period within which entries are eligible to be entered (see clause 4.2)

# 8. AWARDS

# 8.1 Category Awards

# 20 Highly Commended Award Winners (one New Talent and one Professional per category) will receive:

- A WIA Certificate (a printed certificate certifying that the illustrator has been awarded 'Highly Commended' in the relevant category).
- An in-depth profile feature on the AOI Site as part of an online showcase.

# Each of the 20 Category Winners (one New Talent and one Professional per category) will receive:

- A WIA trophy (a sculptural object showing that the illustrator has been awarded 'Category Winner' in the relevant category.
- A complimentary AOI membership with Folio for one year with all the benefits of membership in accordance with the terms and <u>conditions of membership</u>

### 8.2 AOI Members Award

Any shortlisted AOI member (who is a current member of the AOI at the time of selecting shortlisted entries for the AOI Members Award) is eligible for consideration for the AOI Members Award, which will be awarded by an internal team at the AOI for the most engaging illustration by an AOI member. The winner will receive a year-long complimentary AOI Membership + Folio and AOI publications including The Directories and Guide to Law.

## 8.3 The SAA Agents Award for New Talent

Upon final confirmation, the Society of Artists Agents (SAA) Award for New Talent will be judged by a panel of SAA members from all eligible shortlisted New Talent entries. The winner will receive six months mentoring and trial representation by one of the SAA's member agents as well as a complimentary AOI Membership + Folio.

### 8.4 Directory of Illustration Award

The Directory of Illustration Award will be chosen from the shortlisted Professional entries by a panel of Dol staff. The winner will receive a single page marketing package in the Directory of Illustration, with a current value of 2,700 US Dollars.

# 9. PROMOTION

# 9.1 Website

- **9.1.1** All longlisted entries will be included in a special section on the WorldIllustrationAwards Site (the Projects Section) with a dedicated page per longlisted entry. The page will contain all relevant information (including the image or moving image file) submitted at the time of entry.
- **9.1.2.** Entrants whose entries have been longlisted will be given the opportunity to edit their entries prior to their page going live on the Site.
- **9.1.3.** Amendments to entrant's page after the longlisted entries are published on the Site can only be made by AOI staff, and may take up to five working days to action after a request to make amendments has been received.
- **9.1.4.** Shortlisted entries will be included in the Projects Section of the WIA Site with a dedicated page per shortlisted entry. The page will contain all information (including the image or moving image file) submitted at the time of entry plus links to additional material if available.

**9.1.5.** Award Winners (category and other award winners) will be featured with a short biographical profile on a separate webpage within the Projects Section of the WIA Site.

# 9.2. Awards Ceremony

- **9.2.1** The Awards Ceremony to announce the winners will take place on an online events hosting platform.
- **9.2.2.** The AOI will invite all shortlisted entrants to the Awards Ceremony. The invitation shall include the date and time of the Awards Ceremony and instructions on how to enter the online events hosting platform.

Shortlisted entrants attend the Awards Ceremony at their own expense. The AOI will not be liable for any costs incurred by shortlisted entrants or creators of selected entries to attend the Awards Ceremony.

**9.2.3.** Award Winners will be announced during the Awards Ceremony. However, the AOI will post any physical awards trophies, certificates and transfer any cash prizes into the Award Winners nominated bank account within 30 days after the Awards Ceremony.

Award Winners will be responsible for providing correct and current postal addresses and bank details to the AOI. The AOI will not be liable for any loss or damage arising out of or in connection with physical award trophies being lost or damaged during delivery to the Award Winners nor will it be liable for loss or damage caused by prize money not being received by Award Winners due to missing or erroneous bank details, fraudulent activity or any other reasons out of the control of the AOI.

### 9.3. Online Showcase

- **9.3.1.** Shortlisted and award-winning entries will be included in an online showcase (news posts) hosted on the WIA Site.
- **9.3.2.** It is a condition of entering the Competition that on request by the AOI, the entry and any information provided in the entry form is made available for inclusion in the online showcase.
- **9.3.3.** If applicable, entrants of shortlisted and award-winning entries will receive detailed instructions of the time frame within which entrant is required to send high-res digital files and extra information relating to relevant works to the AOI, specifications of digital files and how they should be sent. It will be the responsibility of the entrant to follow the AOI's instructions. Failure to do so will result in the work not being included in the Touring Exhibition, or the low quality file being used.

The AOI 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 follow the AOI's instructions or caused by any other circumstances which are beyond the control of the AOI (such as technical system failures).

## 9.4 Touring Exhibition

- **9.4.1** The AOI reserves the right to organise a Touring Exhibition of physical artwork of a selection of shortlisted, highly commended and award-winning entries. Please note that highly commended and award-winning entries are automatically selected for the Touring Exhibition if it takes place.
- 9.4.2 If applicable, relevant entrants will be invited to take part in the Touring Exhibition. It is a condition of entering the Competition that on request by the AOI, the entry and any information provided in the entry form is made available for inclusion in the Touring Exhibition.
  There is no additional cost to the entrant for taking part in the Touring Exhibition.
- **9.4.2** If applicable, entrants of shortlisted and award-winning entries will receive detailed instructions of the time frame within which entrant is required to send high res digital files and information relating to

relevant works to the AOI, specifications of digital files and how they should be sent. It will be the responsibility of the entrant to follow the AOI's instructions. Failure to do so will result in the work not being included in the Touring Exhibition, or the low quality file being used.

The AOI 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 follow the AOI's instructions or caused by any other circumstances which are beyond the control of the AOI (such as technical system failures).

### 10. PRIZES

- **10.1** Prizes are not transferable. Cash prizes will be paid in one lump sum only.
- Prize 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 AOI will not advise on tax issues relating to prizes.
- Any advertised prizes (including the complimentary year-long AOI membership) are not exchangeable for cash, or any other goods or services.
- Any advertised prizes cannot be transferred to any other person and will only be given to the named creator of the winning entry (and not any third party that entered the winning entry such as a commissioner, agent or tutor).
- The AOI 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 AOI will not be liable to refund the Entry Fee or 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).
- 10.6 Cash awards are payable by bank transfer in GBP only into the prize winner's nominated bank account. Clause 9.2.3 applies.

### 11. LIMITATION OF LIABILITY

- 11.1 Nothing in this agreement shall operate to exclude or limit the AOI's liability for:
  - 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.
- **11.2** The AOI shall not be liable under or in connection with this Agreement for any:
  - 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,

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.

11.3 Subject to clause 11.1, the AOI's 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 the Entry Fee.

### 12. INTELLECTUAL PROPERTY

12.1. The entrant agrees that, as a condition of entry, the AOI and its relevant partners (which shall include the DoI and any sponsors who provide Awards and Prizes) 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 websites, social media platforms, in digital marketing materials, on the Award Ceremony's online hosting platform for the sole purpose of promoting the Competition and the business of the AOI and its partners.

This licence shall be non-exclusive, worldwide, royalty free and shall terminate automatically 24 months after the Closing Date of the Competition.

- **12.2.** The entrant agrees that if the entered work is longlisted or shortlisted, the selected entry (including image / moving image work and supporting information), the name of the creator of the entered work and details of the entrant's website may be published on the AOI Site in accordance with clause 9.1.
- 12.3. Further to clause 12.1, 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 including portrait photographs, Q&A content, additional images relating to the shortlisted entry) may be used by the AOI solely to feature in the online showcase, awards ceremony and touring exhibition and for inclusion in promotional and educational materials, press and advertising for the sole purpose of promoting the Competition, such as:
  - invitation cards
  - press releases and press kits
  - information leaflets
  - postcards
  - posters
  - social media platforms such as LinkedIn, X, Facebook, Instagram, Youtube
  - website
  - awards night hosting virtual platform
  - e-newsletters
  - tour venue catalogue

and thus grants the AOI 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.

**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.

### 13. OTHER TERMS

- Entries may be disqualified (and if you have won a prize we may withdraw the same, or recover it from you if it has already been given) if a) you breach any of these terms; b) misconduct or similar action in respect of the Competition.
- **13.2** The AOI reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.
- 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.

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 the Directory of Illustration based in the USA. The AOI considers the transfer of personal data to the DoI necessary to carry out its obligations in relation to the agreement it has with the DoI as a delivery partner of the Competition. This agreement benefits the person whose personal data is transferred. Furthermore, the transfer is necessary to give effect to these terms and conditions of entry into the Competition.

- 13.4 These terms and conditions shall be governed by English Law. Any dispute arising in connection with this Competition shall be subject to the exclusive jurisdiction of the English courts.
- The AOI reserves the right to amend these terms and conditions at any time during the Competition. The AOI will notify the entrants of any amendments (Notice of Amendment). If entrants do not accept the amendments, they shall notify the AOI 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.

If a Non-Acceptance Notice is received, this agreement is automatically terminated. In this case, the AOI shall refund the Entry Fee but shall have no other liabilities. Any licences already granted shall be valid until the end of their term unless the AOI or DoI have not yet relied on them at the time of termination.