# West Midlands Combined Authority

# Air We Share Art Competition T&Cs

By submitting your artwork to this competition, you agree to these terms and conditions set by the West Midlands Combined Authority (“**WMCA**”).

1. **Promotor**: The promoter for this Art Competition is the WMCA.
2. **Entry Requirements & Conditions**:
	1. Entry is open to anyone over the age of 18 years as on 07th January 2025.
	2. The competition will be open to entries from Friday 22nd November and will close at 5 PM on 7th January 2025. Late entries will not be accepted for the purpose of this art competition.
	3. The competition is free to enter.
	4. Participants can submit up to a maximum of three pieces of artwork across based on the theme: air quality in West Midlands.
	5. The participant must be the original author of the artwork as described in the Copyright Act, 1994. Entrants may use another agency in the realisation of the work (e.g. photographs processed by a professional laboratory are acceptable whereas photographs taken by another person are not).
	6. To submit a piece of artwork, the participant must submit a 2-dimensional JPG/ JPEG/ PNG photograph on [<https://www.wmca.org.uk/what-we-do/environment-energy/air-quality/air-quality-art-competition/>]. The size of the JPG/JPEG/PNG file must be no more than 1MB.
	7. In addition to the above, the participant must also send or bring a physical copy of the artwork to the following address: West Midlands Combined Authority, 16 Summer Lane, Birmingham B19 3SD, if they are selected to join the pop-up exhibition. The participant shall be responsible for getting their artwork insured against any damage or loss to the artwork caused in transportation or handling of the artwork.
	8. By submitting their artwork, the participant consents and grants a royalty free exclusive licence to WMCA (including its representatives or assignees) to use the artwork for the purpose of display on any exhibitions, events or social media platforms for a period of up to one year from the date of declaration of results for the competition, unless the participant contacts the Promoter and withdraws the consent in writing during such period. The WMCA shall ensure that due credit is given to the original author for the artwork displayed on such event, exhibition or social media platforms. On the expiry of such period, the WMCA shall return the copy of such artwork to the participant.
	9. By submitting their artwork, the participant agrees that they will not use their artwork for any commercial purpose whatsoever during the period identified in clause 2.8, including generation of any income or in-kind benefits, unless the participant withdraws consent in accordance with clause 2.8. The participant agrees that the sole purpose of submission of their artwork is participation in the art competition.
	10. Applicants are asked to provide the following personal details and contact information when completing the competition entry form. They will be used solely to contact you in regard to your entry. Your details will be stored in accordance with WMCA’s privacy statement below. Any personal data relating to entrants will not be disclosed to a third party.
* Full Name
* Email Address
* Post Code
1. **Award**:
	1. The winner of the art competition shall be awarded a voucher of **£50** along with recognition for artwork on regional pop-up exhibitions, conferences held across the region in 2025 besides recognition across online spaces.
	2. The prize is not transferrable. WMCA reserves the right to substitute similar alternatives of equivalent value.
	3. All decisions of WMCA in respect of the award will be final and binding on all entrants and no correspondence will be entered into.
2. **Miscellaneous**:
	1. WMCA reserves the right, subject to the applicable law, to terminate the prize draw at any time. In the event of termination or suspension, at its discretion, WMCA shall select winners from eligible entries received prior to such termination.
	2. WMCA reserves the right to modify these terms and conditions at any time on giving notice at <https://www.wmca.org.uk/what-we-do/environment-energy/air-quality/air-quality-art-competition/>
	3. By participating in this competition, to the extent permissible by law, the participant releases WMCA from any and all claims, damages or liabilities howsoever arising from or relating to participation in the competition.
	4. By participating in this competition, participants are bound by these Terms and Conditions. Any entries that do not conform to these Terms and Conditions will be disqualified from the competition.
	5. WMCA reserves the right at any time to amend, cancel or suspend the competition if for any reason beyond the WMCA’s control this competition is not capable of running as planned.
	6. These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English Courts.

**Privacy Statement**

*WMCA will use your personal information for the purposes of administering this engagement, informing you if you have won and if so, issuing your prize. Your information will be properly safeguarded and processed in accordance with the requirements of privacy and data protection legislation. To find out more about how WMCA handles personal data please visit our* [*privacy and cookies pages*](https://www.tfwm.org.uk/policies/privacy-and-cookies-policy/)*.*