

## TERMS AND CONDITIONS

The following sets out the terms and conditions on which Artist agrees to submit and donate materials for an auction of original artworks and grant of other rights in conjunction with the promotion and ancillary activities related to the Event and Further Exploitation of the Materials for the benefit of the Organisations (“Terms and Conditions”).

### 1. Definitions:

Capitalised terms in this Terms and Conditions will have the following meanings:

Materials	<p>(a) An original piece of artwork created by Artist 12” square in dimension and in any of the following formats: canvas, high quality digital print, photographic paper, mixed media or other suitable surface and which expresses Artist’s interpretation of the Theme (“Artwork”); and</p> <p>(b) A narrative (“Narrative”) of up to 500 words detailing:</p> <ul style="list-style-type: none"> <li>o Artist’s inspiration behind the Artwork; and</li> <li>o Artist’s views on the demise of the 12” record and album sleeve artwork; and</li> <li>o which record sleeve has been Artist’s greatest influence and how has it influenced Artist</li> </ul>
Auction	<p>An auction of the Materials submitted and donated in accordance with these Terms and Conditions provisionally taking place at Notting Hill Arts Club, London, UK on [date to be advised]. Previews of works (including copies of the Materials) to be auctioned will be held at Notting Hills Arts Club, London and [venue to be advised], New York City on dates to be advised at <a href="http://www.314x314.com">www.314x314.com</a></p>
Delivery	<p>The Materials shall be delivered no later than 31 July 2009 (or such other date as may be agreed by the Artist and Organiser in the formats specified to Organiser at the following address: 40 Reynolds House, Approach Road, London E2 9JR</p>
Organisations	<p>Proceeds of the Auction after payment of costs (examples of which included on Schedule A ) will be split and paid equally to the following organisations:</p> <p>1. RoadRecovery Road Recovery Foundation, P.O. Box 1680, Radio City Station, New York, NY 10101-1680 E-mail: <a href="mailto:contact@roadrecovery.com">contact@roadrecovery.com</a> and</p> <p>2. Youth Music One America Street London, SE1 ONE E-mail: <a href="mailto:info@youthmusic.org.uk">info@youthmusic.org.uk</a> Registered charity number:1075032</p>
Theme of Materials	<p>Design a sleeve for a band/artist you would have liked to have done, re-work a sleeve you had already designed but was changed by band/record company, come up with something unique for imaginary/current band/artist or design a sleeve for Gavin Russom.</p>
Further Exploitation	<p>Sale and distribution of posters, cards, prints, other printed works (including but not limited to books) by any and all means or media subject to any exclusions (to be notified in writing by Artist to Organiser no later than the date of submission of the Materials) where such items may incorporate all or parts of the Materials together with other works and materials not produced by Artist.</p>
Event	<p>An event intended to raise awareness of the dangers of drug and alcohol addiction to young people following a path in the music industry and involving an exhibition of original 12” record sleeve art by designers/photographers/artists/musicians and incorporating an Auction of original artworks and its publicity and promotion</p>

2. Artist Agreements and Grant of Rights:

- (a) to deliver the Materials in the formats specified on or before the Delivery Date or such other date as shall be notified to Artist
- (b) reasonable use of Artist's name, likeness, logos, associated marks and biographical material in connection with promotion and publicity of the Event and Further Exploitation (any exclusions to be notified in writing by Artist to Organiser no later than the date of submission of the Materials)
- (c) to make copies of and reproduce the Materials in connection with the publicity and promotion of the Event and to format the Materials so as to be suitable for such publicity and promotion as may be determined by the Organiser and Further Exploitation (subject to any exclusions notified by Artist to Organiser)
- (d) that the Organiser and third parties (to the extent permitted, instructed, requested or commissioned by the Organiser) may be entitled to incorporate and use the Materials or any parts of them in publicity and promotional materials related to the Event and Further Exploitation
- (e) that the Materials or any part of them may be sold by auction (including where bids take place by phone, in person or by on-line or any other means)

3. Credits:

Organiser shall use reasonable efforts to include Artist's name and contribution to the Event on publicity and promotional materials related to the Event and any Further Exploitation and shall endeavour to ensure that the Materials submitted and donated by Artist are credited as being original works produced by Artist and shall use reasonable efforts to ensure that third parties comply with the terms of this clause

4. Artist's representations, warranties and undertakings

Artist represents, warrants and confirms to Organiser that in respect of the Materials s/he will submit the following are true and accurate

- (a) that the Materials delivered will not be pornographic, blasphemous, obscene or otherwise infringe the rights of any legal or natural person
- (b) Artist will own and/or control all rights, title and interest in and to any Materials submitted and donated for the Event and Further Exploitation in accordance with these Terms and Conditions and/or that Artist will obtain in writing all third party rights, permissions and consents required so that Organiser will have full benefit of the rights granted hereunder subject to any exclusions notified to Organiser (such notification to be made by email no later than the day on which the Materials are submitted to Organiser).
- (c) Artist waives (and will procure in writing a waiver from any person involved in the creation of or contributing to any of the materials submitted hereunder) of any "moral rights" or any similar/analogous law or decision in any country of the world.
- (d) Artist agrees to notify Organiser as soon as practicable of becoming aware of any actual or potential claim, liability or loss which arises (or may arise) out of a breach or potential breach of any of Artist's agreements, representations, warranties or obligations herein.
- (e) Artist acknowledges that s/he has been advised that protected marks and logos must not be used in any part of the Materials submitted and agrees to comply with this stipulation.

5. Disposal of proceeds of Further Exploitation

After payment of the direct costs, commissions and fees associated with the production, development, printing, publicity, promotion and administration and ancillary costs, the proceeds of Further Exploitation shall be split 50% as to Road Recovery and 50% to Youth Music.

6. Territories

Worldwide rights granted subject to any exclusion notified to Organiser in accordance with these Terms and Conditions

## 7. Limitations of Damages

- (a) Nothing herein requires or obliges Organiser to use any or all of the Materials submitted by Artist. In the event such materials or works are not used for the purposes of the Event and/or Further Exploitation Organiser agrees to return all Materials to the extent possible and shall not be permitted to use the Materials, or any part thereof for any other purpose without Artist's express written consent.
- (b) Organiser shall not be liable (in tort, contract or otherwise) for any indirect, special, incidental, punitive or consequential damages arising.

## 8. General

- (a) Exclusions: Submission of Materials by Artist shall be deemed to be Artist's full and unconditional acceptance of and agreement to all of these Terms and Conditions and shall be subject only to the extent that Artist shall have notified Organiser of restrictions or exclusions to the rights granted or agreements and obligations undertaken and set out in these Terms and Conditions. Artist agrees to make any such notification to Organiser at: [info@314x314.com](mailto:info@314x314.com) no later than the day on which the Materials are submitted to the Organiser in final form.
- (b) Final Agreement: These Terms and Conditions contain the entire understanding between Artist and Organiser and are governed by the laws of England whose courts shall have exclusive jurisdiction. From time to time we may require to alter or amend certain sections of this Terms and Conditions. In such circumstances we shall email you with a copy of the amended Terms and Conditions ("the Amended Terms and Conditions") to the email address that you have notified to us and provide you with 14 days notice during which time you shall have the right to not accept any such amended terms. If during such 14-day notice period you do not reject any such amended terms then they shall be deemed accepted and the Amended Terms and Conditions shall supersede and replace these Terms and Conditions.

### Schedule A – Costs of Event

- (a) press & promotion London
- (b) press & promotion NYC
- (c) venue costs (auction preview NYC)
- (d) venue costs (auction preview London)
- (e) venue costs (Auction)
- (f) print cost
- (g) insurance
- (h) storage
- (i) transport and travel NYC (for Materials)
- (j) general administration/ staff