

CALL FOR HOARDING DESIGN: VALLETTA DESIGN CLUSTER TERMS AND CONDITIONS

- 1. The promoter of this call is the **Valletta 2018 Foundation** whose registered office is at Exchange Buildings, Republic Street, Valletta VLT 1117, Malta.
- 2. The call is open to artists and designers working in Malta aged 18 years or over. Employees of the Valletta 2018 Foundation and their close relatives and anyone otherwise connected with the organisation or judging of this call shall be deemed ineligible.
- 3. To participate in the call, eligible applicants must submit all the required documentation and information as stipulated in the Call for Hoarding Design as uploaded on the official Valletta 2018 website on https://valletta2018.org/events/call-for-hoarding-design-valletta-design-cluster/. Design proposals are to be submitted in *.eps (vector format) and *.pdf.
- 4. By submitting proposals under this call, an entrant is indicating his/her awareness and agreement to be bound by these terms and conditions.
- 5. Multiple entries from the same person will be accepted.
- 6. The closing date for submission is the 6^{th} of July 2018 12 noon Malta time. Submissions received after this date will not be considered.
- 7. No responsibility can be accepted for entries not received for whatever reason.
- 8. The Valletta 2018 Foundation reserves the right to cancel or amend the competition and these terms and conditions without notice in the case of any event outside of the promoter's control. Any changes to the call will be notified to entrants as soon as possible by the promoter.
- 9. The Valletta 2018 Foundation is not responsible for inaccurate winner reward details supplied to any entrant by any third party in connection with this call.
- 10. The award for the winning design is a $\leq 2,000$ cash allocation. The award is not transferable.



- 11. All entrants, including the one with the winning design, will be notified of the jury's decision by email by the 20^{th} July 2018.
- 12. All submitted designs will be treated with confidentiality and all jury members will be asked to sign confidentiality and Non-Disclosure Agreements relating to the submissions received under this call.
- 13. Except for the winning design, all the working files and usage rights of the submitted designs shall be returned to the submitting designers.
- 14. The allocation for the winner constitutes the full and only payment that the Foundation will be making in favour of the entrant submitting the winning design in relation to this call. This allocation shall constitute the full and only compensation for the submission of the winning design and shall also constitute the full and only payment that the Foundation shall be providing for the usage rights of the submitted design, applicable in perpertuity. This amount is exclusive of any applicable VAT.
- 15. The promoter's decision in respect of all matters that have to do with this call and its results shall be final, and no correspondence will be entered into.
- 16. The Foundation may enter into discussions with the winning designer in case of any changes that may need to be effected to the final design, where such changes are necessary and required due to new or unforeseen conditions relating to the installation of the hoarding as well as to any other conditions effecting the final design, including any feedback / recommendations arising from the jury or from feedback obtained from the project architect. Communication with the winning designer shall be entered into with a view to reaching a commonly agreed solution, however, the Foundation's ultimate decision on this matter shall be final. Wherever necessary such changes will be discussed between the winning designer and the Foundation's in-house designers, and shall be effected, wherever possible, by the latter. No extra payments will be effected by the Foundation in relation to these changes.
- 17. The Foundation retains the right to add any relevant logos and publicity requirements on the final hoarding installation relating to the European funds that are co-financing the project.
- 18. This call and these terms and conditions will be governed by Maltese law and any disputes will be subject to the exclusive jurisdiction of the Courts of Malta.
- 19. The winning designer agrees to the use of his/her name and image, as well as to the use of their submitted material, in any publicity or promotional material by the Foundation related to its cultural programme, on condition that any such use is non-commercial. Any personal data relating to the winner or any other entrant under this call will be used solely in accordance with current EU and national data protection legislation and will not be disclosed to any third party without the entrant's prior consent.



20. This call is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to the Valletta 2018 Foundation and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at https://valletta2018.org/disclaimer/.

21. Valletta 2018 Foundation shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage.

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