

## 1 INTRODUCTION

1. This Competition is operated by Electric Picnic Republic Ltd company number 467070 whose registered office is 3Arena, North Wall Quay, Dublin 1 ("Our", "Us" and "We").
2. The following are the terms and conditions ("Terms and Conditions") for IADT applicants to exhibit artwork at Electric Picnic festival. The application process is through filling out an application form and emailing it to [ep.arts@festivalrepublic.com](mailto:ep.arts@festivalrepublic.com) by the stated deadline
3. Please read these Terms and Conditions carefully. These Terms and Conditions set out who can apply, how to apply and what is required of successful applicants. By submitting an application, you agree to be bound by these Terms and Conditions and agree that if you are successful, you will grant to Us the right to use your entry as set out below.
4. We reserve the right to cancel or amend these Terms and Conditions at any time without prior notice. When you apply you are deemed to accept the Terms and Conditions at the date you enter. Any amendments or cancellations to these Terms and Conditions will be posted on the Website.
5. We reserve the right to disqualify your application entry if We have reasonable grounds to believe that you have breached any of these Terms and Conditions.

## 2 ELIGIBILITY

1. To apply to exhibit your artwork at the festival you must:
  - (a) be able to comply with all the Terms and Conditions; and
  - (b) be a current student at IADT at the time of application; and
  - (c) be at least 18 years old.

## 3 APPLICATION REQUIREMENTS

1. To apply, you need to: complete the application form and email it to [ep.arts@festivalrepublic.com](mailto:ep.arts@festivalrepublic.com) by the stated deadline
2. We shall be entitled to reject any entry which We believe (i) has been copied from elsewhere; (ii) is defamatory, indecent or violates any third party's rights, is offensive, unlawful, obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, promotes political positions or actions, encourages conduct that would be considered a criminal offence, gives rise to civil liability, violates any law or is otherwise inappropriate, or contains advertisements or solicitations of business; (iii) includes false or misleading information; or (iv) otherwise breaches these Terms and Conditions.
3. Unfortunately, We cannot be held responsible for applications which are lost or corrupted or for any applications which We do not receive as a result of any technical error, however caused. In addition, We cannot accept any liability for any difficulties experienced in submitting an application. Proof of application or submission will not be proof of receipt.

#### **4 JUDGING**

1. We and IADT will review all applications received by Us which comply with these Terms and Conditions and will select, in Our opinion, the most appropriate entries according to the criteria to proceed to interview. Following the interview stage, We and IADT will select a number of successful applicants.

#### **5 SUCCESSFUL APPLICANTS**

YOU AGREE THAT IF YOU ARE A SUCCESSFUL APPLICANT:

1. you consent to Us using your name and/or image in Our publicity for Electric Picnic and in such promotional materials as We see fit whether now or in the future, anywhere in the world;
2. you consent to the exploitation by Us (or any third parties We authorise) of your entry in any way We see fit and in any media;
3. you agree that you will not be entitled to any payment for such use unless agreed by Us in advance in writing; and
4. you consent to sign such documents as We reasonably request to confirm this.
5. you consent to complete and leave your installation at IADT by the completion deadline
6. you consent to Us and IADT installing the artwork on your behalf at the festival at a location decided by the festival Creative Producer
7. you consent to Us and IADT de-installing the work on your behalf following the festival and returning intact artwork to IADT for student collection.
8. If relevant - you consent to attend a Health & Safety briefing before initiating any work Onsite
9. you consent to adhere in full to all festival Health & Safety policies
10. If relevant - you consent to comply with all directions given by the Health & Safety Officer and/or structural engineer in relation to safety for you, your team, our staff, volunteers and contractors, and the public attending the festival.
11. you consent to submit a name for your art piece, together with a short paragraph about the piece, for inclusion on the website and festival programme in a timely manner to the Creative Producer. You consent to the copy submitted being edited as needed by the festival Creative Producer.
12. you agree to ensure to take all precautions necessary to ensure that your work will not cause harm to any person attending or working at the festival.
13. you acknowledge that you understand that the festival environment is one where damage to artwork is likely to occur and that We cannot be held responsible for any costs incurred or value lost resulting from such damage.

## **6 FINAL DECISION**

1. In all matters Our decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

## **7 LIMITATION OF LIABILITY**

1. We cannot be held responsible for any costs incurred by you in applying (whether or not such entry is successful) or in relation to you taking part

2. We will not be responsible for any losses you suffer as a result of Our breach of these Terms and Conditions unless those losses were reasonably foreseeable to both you and Us at the date you apply.

3. For the avoidance of doubt, We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the application for:

- (a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
- (b) any loss of goodwill or reputation; or
- (c) any special or indirect or consequential losses; however caused.

4. Nothing in these Terms and Conditions shall exclude or limit Our liability:

- (a) for death or personal injury resulting from Our negligence or a deliberate act or omission of Us or any of Our officers, employees or agents;
- (b) for fraudulent misrepresentation; or
- (c) to the extent that liability cannot by law be excluded or limited.

5. We will not be liable for any damages or losses as a result of failure by Us to exhibit the piece as a result of any circumstances outside of Our direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and / or failure or lack of reception of telephone or mobile telephone networks.

## **8 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS**

1. You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us as a result of any breach by You of the Terms and Conditions including but not limited to any breach of clause 5.

2. Nothing contained in these Terms and Conditions shall affect any statutory rights which you may be entitled to as a consumer.

## **9 YOUR DATA**

1. Your personal data will be used solely in accordance with the current data protection legislation and in accordance with Our privacy policy (available on the application website) which governs Our use of personal data collected from the Fan Page.

## **10 GOVERNING LAW**

1. These Terms and Conditions are governed by and construed in accordance with Irish Law and any dispute arising from them shall be subject to the non-exclusive jurisdiction of the Irish Courts.

## **11 ENQUIRIES**

1. For all enquiries, comments, feedback or further information please contact [ep.arts@festivalrepublic.com](mailto:ep.arts@festivalrepublic.com)