

WHERE DO WE GO FROM NOW? Terms and conditions

1. The free prize draw

- 1.1 CIRCA kicked off in October 2020 with a manifesto that challenged the concept of public art by pausing digital adverts across screens in Piccadilly Circus, Tokyo and Seoul a.o. with new work by 48 artists that provoked dialogue in the public space, whilst generating funds in support of the art & culture community. This October 2021, as we mark our one-year anniversary, CIRCA is dedicating the global platform to a month long, public investigation of the following question: **WHERE DO WE GO FROM NOW?**
- 1.2 In the lead up to COP26, we need radical positivity to unlock our future. With that in mind, we are inviting you to contribute a personal response to this timely question. This could be submitted in any format: **a short video message, artwork, photograph, scribble on a napkin, letter, email response, screenshot or text message.**
- 1.3 A curated selection of public submissions will be featured on CIRCA.ART and on the Piccadilly Lights in London throughout October 2021.
- 1.4 Marking the one-year anniversary of CIRCA this October 2021, we circulate back to our launch #CIRCAECONOMY print created by Ai Weiwei in October 2020 with a specially created signed edition of 51 prints of which the first 50 will be sold on our website for £5,000 each. Announced 1 October 2021, people will be invited to register their interest via email on our website to find out when this special edition print will be 'dropped' in October 2021.
- 1.5 Committed to creating equal opportunity for all, CIRCA will democratically reward one person who responds to the question 'WHERE DO WE GO FROM NOW?' via our website with the 51st signed edition print by Ai Weiwei worth £5,000 for free. Ai Weiwei will pull out the winner at random LIVE! in Piccadilly Circus on 30 October 2021.

2. Who we are

The prize draw is being promoted by Circa Art Limited (Company number 07284783) whose registered office is at Bury Lodge, Bury Road, Stowmarket, Suffolk, England, IP14 1JA (**CIRCA**).

3. How to enter

- 3.1 The prize draw will run from 09:00 (Greenwich Mean Time) on 1 October 2021 (**Opening Date**) to 16:00 (GMT) on 30 October 2021 (**Closing Date**) inclusive.
- 3.2 All entries must be received by CIRCA by no later than 16:00 (GMT) on the Closing Date. All entries received after the Closing Date will not be accepted.
- 3.3 To enter the prize draw, complete and submit the online entry form by the Closing Date, through the submission box on our website, together with your short video message, artwork, photograph, scribble on a napkin, letter, email response, screenshot or text message (**entry**).
- 3.4 The prize draw is free to enter and no purchase is necessary. There is no charge to register for use of our website.

3.5 CIRCA will not accept:

- (a) responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of posting or transmission as proof of receipt of entry to the prize draw.

3.6 By submitting an entry, you are agreeing to be bound by these terms and conditions.

3.7 For help with entries, please send an email to info@circa.art.

4. Eligibility

4.1 The prize draw is open to all residents worldwide, and beyond, who are aged 18 years or over.

4.2 In entering the prize draw, you confirm that you are eligible to do so and eligible to claim the prize. CIRCA may require you to provide proof that you are eligible to enter the prize draw.

4.3 CIRCA will not accept entries that are:

- (a) automatically generated by computer;
- (b) completed by third parties or in bulk;
- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) photocopies and not originals;
- (e) abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate; or
- (f) incomplete.

4.4 There is a limit of one entry per person. Any entries on behalf of another person will not be accepted.

4.5 CIRCA reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize draw.

4.6 Entries cannot be returned.

5. The prize

5.1 The winner will receive one signed Ai Weiwei print (**prize**).

5.2 The prize is subject to availability. There is no cash alternative for the prize.

5.3 CIRCA reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond CIRCA's control makes it necessary to do so.

5.4 The prize is non-exchangeable, non-transferable and non-negotiable.

6. Winner

- 6.1 The winner will be chosen at random by Ai Weiwei after 20:21 on 30 October 2021 and the prize draw will be supervised by CIRCA. The prize draw will be “live” streamed locally, published on Instagram live and the winner will receive an email shortly after the prize draw.
- 6.2 The decision of CIRCA regarding any aspect of the prize draw is final and no correspondence or discussion will be entered into.
- 6.3 CIRCA will contact the winner personally as soon as practicable after the prize draw, using the email address provided with the entry. CIRCA will not amend any contact information once the entry form has been submitted.
- 6.4 If a winner does not respond to CIRCA within 7 days of being notified by CIRCA, then the winner's prize will be forfeited and CIRCA will be entitled to select another winner in accordance with the process described above.
- 6.5 CIRCA must either publish or make available information that indicates that a valid award took place. To comply with this obligation CIRCA will publish the name and county of the winner and his/her winning entries on its website. If you object to your name being published or made available, please contact CIRCA at info@circa.art.

7. Claiming the prize

- 7.1 CIRCA will send the prize to the winner by post.
- 7.2 The prize may not be claimed by a third party on your behalf.
- 7.3 CIRCA will make all reasonable efforts to contact the winner.
- 7.4 CIRCA does not accept any responsibility if you are not able to take up the prize.

8. Limitation of liability

Insofar as is permitted by law, CIRCA, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of CIRCA, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Intellectual property rights in the entry

- 9.1 You agree that CIRCA may, but is not required to, feature the entry and any accompanying material submitted to CIRCA regardless of whether or not you are the winner:
 - (a) on our website;
 - (b) on-screen at Piccadilly Circus; and
 - (c) in any other media, whether now known or invented in the future, and in connection with any publicity of the prize draw.
- 9.2 You agree to grant CIRCA a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the entry and any accompanying materials for such purposes.

9.3 You warrant that:

- (a) you are the sole legal and beneficial owner of, and own all the rights and interests in, the entry;
- (b) you have not licensed or assigned the intellectual property rights in the entry;
- (c) the entry has not been copied wholly or substantially from any other source and will not infringe the copyright or any other rights of any third party; and
- (b) the entry does not contain any defamatory matter nor breach any contract or law including (without limitation) data protection law, the Official Secrets Act 1989 and other legislation relating to national security, nor breach any duty of confidentiality, infringe any copyright or data protection rights, nor constitute contempt of court or obscenity.

9.4 You, being the sole author of the entry, waive all moral rights in respect of the use to be made of the entry under these terms and conditions to which you may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 or under any similar legislation from time to time in force anywhere in the world.

10. Data protection and publicity

10.1 CIRCA will only process your personal information as set out in the privacy policy at <https://circa.art/wp-content/uploads/2020/07/CIRCA-PRIVACY-POLICY.pdf>

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, CIRCA may, at its sole discretion, reserve the right to exclude you from participating in the prize draw.
- 11.2 CIRCA reserves the right to hold void, suspend, cancel, or amend the prize draw where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.