

CIRCA

TERMS AND CONDITIONS

1. THE CIRCA PRIZE OPEN CALL

- 1.1 CIRCA launched in October 2020 with a manifesto that challenged the concept of public art by pausing digital the adverts on London's iconic Piccadilly Circus and broadcasting across a global network of screens in Milan, New York, Melbourne, Berlin, Tokyo and Seoul a.o. with new commissioned works by renowned artists that provoke dialogue in the public space, whilst generating funds in support of the **#CIRCAECONOMY** initiative.

In September 2021, we introduced our annual commitment to the next generation of artists. Using funds from previous year print sales, a shortlist of 30 artists were showcased on Piccadilly Lights with one finalist winning the CIRCA PRIZE cash prize of £30,000.

CIRCA PRIZE funds are generated by the **#CIRCAECONOMY**, a circular model that creates life changing opportunities for emerging and unrepresented voices through the sale of affordable art to the public. Since launching in October 2020, CIRCA has re-distributed over £1,000,000 in public art commissions, cash grants, scholarships, and charitable donations.

Now in its 4th consecutive year, the CIRCA PRIZE returns with an open call for artists to win £40,000 through submitting a 2.5 minute video work in response to the CIRCA 20:24 manifesto, '**<<Break Free>> Time's Arrow Flies Forever Forward**' – in a bid to discover, platform and champion the future visionaries who are shaping our world for the better.

A jury made up of CIRCA artists and collaborators including **Marina Abramović, Lisa Anderson, Nicoletta Fiorucci, Michèle Lamy, Hans Ulrich Obrist, Josef O'Connor, Kembra Pfahler, Sir Norman Rosenthal, Slawn, Nadya Tolokonnikova** and **Ai Weiwei** will collectively decide the CIRCA PRIZE 2024 winner. The winning artist will receive £30,000 to help support their practice and develop a new CIRCA commission, alongside a trophy designed especially by Ai Weiwei.

An open call for emerging and mid-career artists of all ages, the CIRCA PRIZE is supported by a specially formed CURATORS CIRCLE consisting of **Mohamed Almusibli (Kunsthalle Basel, Basel), Attilia Fattori Franchini (Kunstverein Gartenhaus, Vienna), Sydney Fishman (BOFFO, New York), Sohyeon Park (Incheon International Airport Art and Culture, Incheon), and Kostas Stasinopoulos (Serpentine Galleries, London)** will engage with local communities and select the 30 finalists before deliberating with the Jury to select an overall winner. In keeping with the spirit of public art, an online public vote powered by Piccadilly Lights will determine the winner of an additional £10,000, as the **CIRCA Public Prize**.

Throughout September, 30 finalists will each see their work appear on the iconic Piccadilly Lights and broadcast across the CIRCA platform of screens in Milan and Berlin. Previous

CIRCA

CIRCA PRIZE winners include **Joseph Wilson (2021)**, **Mary Martins (2022)** and **Cemile Sahin (2023)**.

CIRCA PRIZE 2024 launches Wednesday 5 June at 20:00 BST on Piccadilly Lights with a special 10-minute screening of *'Departing'* by CIRCA PRIZE 2022 winner, Mary Martins. The CIRCA PRIZE 2024 award ceremony will be held LIVE! in Piccadilly Circus, London, during Frieze Week on 7 October 2024.

CIRCA PRIZE 2024 submissions close midnight on 15 July, 2023.

- 1.2 We are inviting you to submit a 2.5 minute video work in response to this year's CIRCA 20:24 manifesto: [' <<Break Free>> Time's Arrow Flies Forever Forward'](#).
- 1.3 To submit, applicants must fill out a submission form on CIRCA.ART. Please note the following requirements when submitting your video:
 - Dimensions: 1920 x 1080 pixels **with sound**
 - Length: **strictly 2.5 minutes** *IMPORTANT: submissions longer or shorter in length will NOT be accepted.
 - As the work will be shown in public space, video submissions must comply with our **ENTRY RESTRICTIONS** (See Clause 12, below).
 - We welcome applicants from artists and collectives of all ages over 18, nationalities and locations.
 - The winner of the CIRCA PRIZE will be awarded a 10 minute slot on Piccadilly Lights in 2026 to present a new work created with the £30,000 CIRCA PRIZE.
- 1.4 Committed to creating equal opportunity for all, CIRCA has appointed a CURATORS' CIRCLE consisting of **Mohamed Almusibli (Kunsthalle Basel, Basel)**, **Attilia Fattori Franchini (Kunstverein Gartenhaus, Vienna)**, **Sydney Fishman (BOFFO, New York)**, **Sohyeon Park (Incheon International Airport Art and Culture, Incheon)**, and **Kostas Stasinopoulos (Serpentine Galleries, London)** to select a short list of 30 entrants. A jury consisting of previous CIRCA artists and collaborators including **Marina Abramović, Lisa Anderson, Nicoletta Fiorucci, Michèle Lamy, Hans Ulrich Obrist, Josef O'Connor, Kembra Pfahler, Sir Norman Rosenthal, Slawn, Nadya Tolokonnikova** and **Ai Weiwei** will collectively decide the winner of the £30,000 CIRCA PRIZE, while an online public vote will decide the winner of an additional £10,000 CIRCA PUBLIC PRIZE, powered by Piccadilly Lights.
- 1.5 A curated selection of submissions will be featured on CIRCA.ART, and on the Piccadilly Lights in London throughout September 2024 with further screens to be confirmed.

CIRCA

- 1.6 The winners will be announced on 7 October 2024 during Frieze London LIVE on the Piccadilly Lights on Piccadilly Circus, London.

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 open call will run from 5:00pm (Greenwich Mean Time) on 5 June 2024 (Opening Date) to midnight 00:00 (GMT) on 15 July 2024 (Closing Date) inclusive.
- 3.2 All entries must be received by CIRCA by no later than midnight 00:00 (GMT) on the Closing Date. All entries received after the Closing Date will not be accepted.
- 3.3 To enter the open call, complete and submit the online entry form by the Closing Date, through the submission box on our website. (entry).
- 3.4 The open call 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, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of 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 open call is open to all residents worldwide, and beyond, who are aged 18 years or over.
- 4.2 In entering the open call, 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 open call.
- 4.3 CIRCA will not accept entries that are:
- (a) are in breach of the **ENTRY RESTRICTIONS** (See Clause 12, below)
 - (b) completed by third parties or in bulk;

CIRCA

- (c) illegible, have been altered, reconstructed, forged or tampered with;
 - (d) copies and not originals;
 - (e) abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate;
 - (f) incomplete; or
 - (g) shorter or longer than 2.5 minutes in length.
- 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 open call.

5. THE PRIZE

- 5.1 The winner of the CIRCA PRIZE will receive a cash amount of £30,000.
- 5.2 The £30,000 cash CIRCA PRIZE must be used to develop a new 10 minute moving image work which will be shown on the Piccadilly Lights in 2026.
- 5.3 The winner of the CIRCA PUBLIC PRIZE will receive a cash amount of £10,000.
- 5.3 CIRCA reserves the right to replace the prizes 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 by the appointed jury and announced during a public award ceremony on Piccadilly Circus, London, during Frieze London on 7 October 2024. The award ceremony will be live-streamed locally, published on Instagram live and the winner will receive an email shortly after.
- 6.2 The decision of CIRCA regarding any aspect of the open call is final and no correspondence or discussion will be entered into.
- 6.3 CIRCA will contact the winner personally as soon as practicable, 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.

CIRCA

- 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 email.
- 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 CIRCA.ART website and CIRCA socials;
 - (b) on-screen on Piccadilly Lights; 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

CIRCA

- (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.

12. ENTRY RESTRICTIONS

12.1 NUDITY, DRUG USE, VIOLENCE & ADULT LANGUAGE

Any artwork depicting sexualised/explicit nudity, drug use, sexually suggestive imagery, violent or threatening imagery will not be permitted under any circumstances. Adult language will be reviewed on a case-by-case basis but should be avoided where possible. Racist terms will always be avoided.

12.2 INCITEMENT OF CRIME AND DISORDER

The following content shall not be broadcast: • Content which directly or indirectly amounts to a call to criminal action or disorder; • Material promoting or encouraging engagement in terrorism or other forms of criminal activity or disorder; and/or • Hate speech which is likely to encourage criminal activity or lead to disorder.

12.3 PROMOTING TOLERANCE

Exploration of topical social and political issues will be considered however these must be conveyed sensitively. Content should not include abusive or derogatory treatment of individuals, groups, religions, political organisations or communities.

CIRCA

12.4 CHILDREN

Content considered inappropriate to children will not be broadcast pre-Watershed (after 05:30 or before 21:00).

12.5 POLITICS & RELIGION

Works must not incite demonstration or protest or make direct political endorsements of or challenges to political parties or governments.

12.6 FLASHING IMAGERY

Extreme care must be taken not to cause distractions to drivers or pose a risk to photosensitive epilepsy sufferers. As such, we ask that flickering, strobing effects or very quick edits which vary in contrast and brightness are avoided.

12.7 BRANDS AND THIRD-PARTY INTELLECTUAL PROPERTY

Please avoid featuring brand names and logos either in visuals or audio. If using any materials containing third-party intellectual property (copyright, trademarks, etc.), please ensure that all necessary permissions are received before submitting Proposals.

12.8 PRIVACY

For any material broadcast that contains personal data relating to individuals other than the artist concerned (who is deemed to have consented through their engagement with this initiative), the source of the content should have the necessary rights in place to make this personal data public and that the individuals concerned were made aware that their personal data would enter into the public domain. This is particularly relevant where individuals are vulnerable, such as young people (under 13) and those suffering from mental or physical illnesses.

1. If other persons can be identified in the artwork apart from the participant, such artwork may only be submitted by the participant if the third party/parties has/have consented to this and there is no infringement upon any third party privacy or other rights. The Promoter may ask the Participant for evidence of any such consents.
2. Submissions containing any defamatory, obscene, illegal, offensive, or any other unsuitable material will be disqualified and withdrawn by the Promoter. Submissions must be suitable to be published or used online by the Promoter.