

Terms and Conditions

The following legally binding terms and conditions (the "Terms") apply to all Entrants to the IK Prize 2016. Please ensure that you read them carefully.

1. Definitions & Interpretation

1.1 In these Terms, the following words and phrases will have the following meaning:

Eligibility Criteria	the criteria for entry to the IK Prize as set out at http://www.tate.org.uk/about/projects/ik-prize/ik-prize-terms-and-conditions
Entrant	any person or organisation submitting an Entry to the IK Prize;
Entry	a document setting out the idea which the Entrant believes meets the IK Prize Brief along with all supporting documentation;
IK Prize	the annual discretionary competition run by Tate and, in 2016, sponsored by Microsoft, and known as the IK Prize which is awarded to an individual or an organisation for an idea that uses innovative technology to enable the public to discover, explore and enjoy British art from the Tate collection. The winner of the IK Prize will be awarded a £15,000 prize and a £90,000 production budget with which to turn their idea into reality;
IK Prize Logo	the unregistered trademark belonging to Tate;
Intellectual Property Rights	means patents, trademarks, service marks, registered designs, utility models, design rights, domain names, copyright (including copyright in computer software and databases), database rights, semi-conductor topography rights, inventions, trade secrets and other confidential information, know-how, business or trade names and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world whether registered or not or capable of registration or not and including all applications for, the right to apply for and to sue for past infringements of any of the above rights;
Judging Criteria	the criteria by which Tate and then the Judging Panel will decide which Entries to the IK Prize should be longlisted (by Tate) and then shortlisted (by the Judging Panel) as set out at http://www.tate.org.uk/about/projects/ik-prize/ik-prize-terms-and-conditions ;
Judging Panel	a panel of up to 5 people including a representative from Tate, Microsoft and up to 3 others selected by Tate to judge the Entries to the IK Prize;
Microsoft	Microsoft Corporation a Washington corporation having its principal address at One Microsoft Way, Redmond WA 98052 and the prize sponsor of the 2016 IK Prize;

Microsoft Logo	any and all registered or unregistered trademarks belonging to Microsoft;
Proposal	A document to be developed by all Shortlisted Candidates which more fully describes the ideas and concepts outlined in their Entry;
Shortlisted Candidates	up to four Entrants, whose proposals the Judging Panel believe best fit the Judging Criteria;
Tate	The Board of Trustees of the Tate Gallery of Millbank London SW1P 4RG United Kingdom;
Tate Logo	the registered trademark belonging to Tate, registered in the United Kingdom under registration number 2418795;
Winner	One Entrant to the IK Prize whom the Judging Panel believes should be the overall winner of the IK Prize 2016.

1.2 Interpretation

- (i) Headings are for convenience only and do not affect the interpretation of these Terms.
- (ii) Where the context so allows the masculine includes the feminine and the singular includes the plural and vice versa.
- (iii) References to any statutory provisions include any modifications or re-enactments of those provisions.
- (iv) A time is a reference to London time.

2. Entering the competition

2.1 By submitting your Entry for the IK Prize you are entering into a legally binding agreement with Tate on these Terms. You warrant and undertake that:

- (i) you are eligible to submit an Entry to the IK Prize in accordance with the Eligibility Criteria;
- (ii) you agree to be bound by the IK Prize Rules including these Terms;
- (iii) If you are submitting an Entry for the IK Prize on behalf of an organisation, you are duly authorised by that organisation to do so and to bind that organisation to these Terms;
- (iv) you will not submit more than one Entry for the IK Prize;
- (v) the work or concept submitted as your Entry is original and that you own all the rights, including but not limited to Intellectual Property Rights, in the Entry. If your Entry contains any materials and/ or rights of any kind belonging to a third party or parties, you have obtained all necessary licences and consents required for the use of such third party materials and/or rights.
- (vi) you will not use the IK Prize Logo, the Tate Logo or the Microsoft Logo without the prior approval of either Tate or Microsoft (as appropriate). Approved use of the IK

Prize Logo, the Tate Logo and/ or the Microsoft Logo will be subject to a separate licence agreement.

- (vii) Your Entry and, for Shortlisted Candidates, your Proposal, will not contain any material which is defamatory, obscene or which is likely to bring the reputation of the IK Prize, Tate and/ or Microsoft into disrepute.

2.2 At all times Entrants and Shortlisted Candidates, including the Winner, will retain ownership of all Intellectual Property Rights relating to their Entry. By submitting your Entry, and, for Shortlisted Candidates, your Proposal, you are granting an irrevocable, royalty-free, worldwide right and licence to both Tate and Microsoft to:

- (i) use, review, assess, test, and otherwise analyse your Entry and all its content in connection with the IK Prize; and
- (ii) feature your Entry and, for Shortlisted Candidates, your Proposal and all associated content in connection with the marketing, sale, or promotion of the IK Prize (including but not limited to internal and external presentations, tradeshows, and screen shots of the competition entry process in press releases) in all media (now known or later developed).

2.3 You hereby fully indemnify and hold Tate and Microsoft harmless against any and all third party claims relating to any licence and, in respect of Shortlisted Candidates, your Proposal, granted to Tate and Microsoft under clause 2.2.

2.4 You agree to sign any documentation required by Tate or Microsoft to make use of the rights granted above.

2.5 You understand and acknowledge that either Tate or Microsoft or their employees, designates and/ or agents may have developed, be developing or have commissioned ideas, concepts and/ or materials similar or identical to your Entry and waive any claims they may have resulting from any similarities to your Entry.

2.6 You understand that neither Tate nor Microsoft can control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your Entry. You also understand that we will not restrict work assignments of representatives who have had access to your Entry. By entering this competition, you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law;

2.6 You will not receive any compensation or credit for use by Tate or Microsoft of your Entry for the purposes of the IK prize, unless you are announced as the Winner of the IK Prize.

3. Timeline

3.1 By submitting your Entry to the IK Prize you agree to be available to meet any deadlines imposed by Tate relating to the progress of the IK Prize should you/ your organisation be shortlisted or selected as the Winner. The dates below are indicative of the timetable for the IK Prize but Tate reserves the right in its absolute discretion to amend any of the dates indicated.

- Call for submissions 08 January - 07 February
- Entry submission deadline 07 February, 23:59:59 GMT
- Shortlisted Candidates contacted week commencing 22 February
- Shortlisted Candidates submit full Proposals 07 March, midday
- Shortlist announced week commencing 07 March
- Winner contacted week commencing 21 March
- Winner announced week commencing 04 April
- Winning project in development April - August (4-5 months)
- Winning project launched End of August 2016

4. Longlisting and Shortlisting

4.1 Tate staff will review all entries to the IK Prize received on or before 23:59:59 GMT on 7 February 2016 to create a longlist of up to 10 entries to be sent to the Judging Panel for shortlisting in accordance with the Judging Criteria. Tate's decision will be final.

4.2 The Panel will then shortlist up to four entries, based on the Judging Criteria and at the Panel's sole discretion. The Panel's decision will be final.

4.3 Tate intends to contact all four Shortlisted Candidates in the week commencing 22 February 2016 (subject to clause 3.1 above) February to arrange a short meeting or telephone call to discuss their Entry and receive feedback from the Judging Panel.

4.5 Shortlisted Candidates will then develop their Entry into a full Proposal following receipt of feedback from the Panel, to be submitted to Tate no later than midday 07 March (subject to clause 3.1 above). The Proposal must include:

- (i) An outline of the concept
- (ii) Project timeline & basic execution plan
- (iii) A fully itemised project budget (justifying total £90,000 production budget spend)
- (iv) Supporting image(s) / design(s) / diagram(s) etc.

Guidelines on the above will be provided by Tate

4.6 Shortlisted Candidates agree to participate in any and all marketing activity relating to the IK Prize. The type of marketing activity will be at Tate's sole discretion and may include the making of a short film by Tate for the purpose of showcasing the shortlisted for publication on Tate's and Microsoft's websites and social media channels. Tate shall not, however, be obliged to make such a film.

5. Winner commitments

- 5.1 The Winner of the IK Prize must agree to first offer Microsoft the opportunity to work with the Winner to develop their project for use on a Microsoft technology platform. If Microsoft determines that the winning project is not best suited for development on a Microsoft platform then the Winner shall be free to develop the winning project on any other technology platform
- 5.2 The Winner of the IK Prize will enter into a separate agreement with Tate for the delivery of their project, which will include the following conditions:
- (i) To first offer Microsoft the opportunity to work with the Winner to develop the project for use on a Microsoft technology platform, as outlined in clause 5.1 above.
 - (ii) The Winning Entrant agrees to commit to delivering their project with a £90,000 production budget to the point of public launch in under 5 months (April – August 2016) with reasonable support from Tate.
 - (iii) The production budget of £90,000 will be transferred to the Winner in a series of instalments at appropriate stages in the project, as agreed between the Winner, Tate and Microsoft before the start of the project and subject to satisfactory progress.
 - (iv) The £90,000 production budget must cover all running costs of the final project from the point of public launch through to its completion/end.
 - (v) The £15,000 prize will be awarded and transferred to the winning parties upon completion of the final project.
 - (vi) Whilst the Winner will retain ownership of the Intellectual Property Rights in all original work produced by them as part of the development and realisation of the project, the winner agrees to grant Tate and Microsoft a wide licence to enable Tate to make use of, and reproduce, the work.
 - (vii) The content, and final form (including style and design), of the winning project will be subject to Tate's brand guidelines and requirements.
 - (viii) The Winner agrees to have their completed project implemented and/or showcased at Tate Britain and/or on Tate's website and other digital platforms including but not limited to Microsoft's website.
 - (ix) The Winner agrees to participate in reasonable publicity activities for the project, including but not limited to interviews, contributing blog entries for Tate's website, Microsoft's website, recording (in photography/on film etc.) the development process for use in publicity material across Tate, Microsoft and external channels, acting as an ambassador for the IK Prize.

6. Tate's Commitments

- 6.1 Tate will:
- (i) execute and administrate the 2016 IK Prize as described in the IK Prize Rules, including these Terms.
 - (ii) ensure that all Entrants' work is properly credited where it is used.
 - (iii) showcase the work of Shortlisted Participants and the Winner on its website.

- (iv) offer reasonable assistance in line with the expertise of the institution throughout the duration of Entrants' and Shortlisted Candidates' involvement in the IK Prize.

7. Involvement and support of Microsoft

- 7.1 Microsoft is the prize sponsor of the 2016 IK Prize.
- 7.2 A Microsoft representative will have a seat on the Judging Panel.
- 7.3 Both Tate and Microsoft may approach any Entrant to develop submitted ideas, including for ideas that may not win or have been shortlisted by the Judging Panel. The winning idea will be the first focus for development. If other ideas are also interesting to either Tate or Microsoft or both together, the parties will not publicise their development until after the final delivery of the winning idea.

8. General

- 8.1 To the fullest extent permitted by law, you hereby release and hold harmless Tate and Microsoft and their respective parents, subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss of damage of any kind arising out of or in connection with the IK Prize
- 8.2 Tate's Privacy Statement will apply to the IK Prize and to all information received by you in connection with your Entry and participation in the IK Prize. By submitting an Entry, you are also accepting the terms of the Tate Privacy Statement
- 8.3 Except for any rights explicitly or implicitly afforded to Microsoft under these Terms and in connection with the IK Prize, no party who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Party Rights) Act 1999
- 8.4 Tate reserves the right in its sole discretion but acting reasonably to exclude any Entrant from the IK Prize at any time.
- 8.5 The IK Prize Rules, including these Terms, shall be construed in accordance with the laws of England & Wales and the courts of England shall have exclusive jurisdiction over any claim brought by any person in relation to the IK Prize.