

1. General Terms & Conditions

1.1. This competition is organised and administered by the Department of Culture and Tourism, Abu Dhabi (“DCT”), in conjunction with the sponsor, Mubadala Investment Company PJSC (the “Sponsor”).

1.2. These terms and conditions govern entrants’ participation in the competition known as the House of Artisans Design Competition (the “HOADC”).

1.3. By participating in and submitting an Entry (as defined below) to the HOADC, all entrants agree to be bound by these terms and conditions in full.

1.4. Entry into the HOADC is prohibited for employees (and their families) of DCT or the Sponsor or Sponsor group of companies.

1.5. DCT reserves the right, in its sole discretion, to cancel or suspend the HOADC should causes beyond its control interfere with the administration of or proper participation in the HOADC.

1.6. DCT assumes no responsibility for postal, technical or natural conditions that prevent the reception and/or judging of an Entry.

1.7. These terms and conditions shall in all respects be governed by and construed by the applicable laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates and the parties irrevocably agree that the courts of the Emirate of Abu Dhabi have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these terms and conditions or the HOADC.

1.8. DCT reserves the right to amend these terms and conditions at any time without notice.

1.9 Where these terms are provided in a language other than Arabic, in the event of any conflict or inconsistency the Arabic version of these terms shall apply.

2. Eligibility

2.1. Subject to clause 2.2, to be eligible to enter the HOADC all entrants must, on the date on which their Entry is submitted, be of 16 years age or older and either:

2.1.1. an intermediate (ie between 2 - 4 years' independent gallery or commercial experience) artist, designer, design collective, studio or design company;

2.1.2. a professional (ie more than 5 years' independent gallery or commercial experience) artist, designer, design collective, studio or design company;

2.1.3. a UAE resident or UAE national student within a university situated inside the UAE

2.1.4. a UAE resident or UAE national student enrolled in a university situated outside of the UAE;

2.2. All entrants shall, on reasonable request by DCT, promptly provide written evidence that they meet the eligibility criteria set out in this clause 2. Without prejudice to any other right or remedy which DCT may have, in the event that an entrant is unable to provide such evidence to DCT's reasonable satisfaction, or if it otherwise comes to DCT's notice that an entrant does not meet the eligibility criteria, DCT shall be entitled (at its discretion) to:

2.2.1. reject an Entry;

2.2.2. terminate an entrant's participation in the HOADC;
2.2.3 award a prize to an entrant; or

2.2.3. require the repayment forthwith of any monetary prize awarded to an entrant.

2.3 Where an entrant is under the age of 18, a parent or legal guardian of the entrant must also read and agree to these terms and conditions on behalf of the entrant before the entrant being eligible to submit an Entry.

3. Entry Application and Submission

3.1. The entrant will submit the following documentation as part of the application process:

3.1.1. their name, email, date of birth, nationality, and residence status;

3.1.2 National ID or equivalent;

3.1.3 the Design Category under which they are submitting their Entry for i.e. either Furniture Design or Product Design;

3.1.4 name of the Design, which will appear on all communication and media coverage concerning the Design;

3.1.5. the handicraft element represented in the entrant's submission;

3.1.6. an explanation of how the Design works and meets the Brief;

3.1.7. hi resolution images including (without limitation):

3.1.7.1 sketches;

3.1.7.2 concept brief (including specific materials used); and

3.1.7.3. 3D models or prototypes.

3.2. Entrants shall submit all written elements of an Entry in the Arabic and/or English language.

3.3. Entrants may submit only one (1) Entry per Design.

3.4. DCT will not accept Entries which include profanity, pornography, indecent images or references or which infringe the rights of third parties (including without limitation intellectual property rights). DCT reserves the right to reject any Entry it considers (acting reasonably) to be incomplete or to contain inappropriate content, or which is not submitted with a sufficient standard of Arabic and /or English.

3.5. By entering the HOADC, the entrant accepts that Entry (including all materials described in clause 3.1) will be made publicly available and will be shared, distributed, broadcast, posted or published across any and all media channels including social

media platforms, the websites of either DCT and/or the Sponsor, or other forms of marketing materials to be made publicly available by the DCT and/or the Sponsor and on the Internet. Subject to clause 3.6, the entrant further accepts that DCT has no duty of confidence to the entrant regarding the Entry.

3.6. DCT and/or Sponsor shall keep all entrants' contact details confidential and shall not disclose them to third parties (other than the Sponsor) without the written consent of the entrant.

3.7. Entrants shall, on DCT's reasonable request, make materials regarding the Design (including without limitation models and prototypes) for exhibition and display purposes. Where applicable, either DCT and/or the Sponsor shall cover the cost of transporting such materials to and from desired locations. Any non-winning items forming part of an Entry will be returned to the owner once any publicity and promotional activity surrounding the HOADC and future awards has finished.

3.8. DCT reserves the right (at its sole discretion) to contact entrants to request amendments and/or additional information following submission of an Entry to ensure that such Entry meets the minimum requirements set out these General Terms & Conditions.

4. Judging process

4.1. A panel of judges will select up to a total of twenty (20) Designs from the Entries they consider to be the best.

4.2. The judging panel will select, at their discretion and on an anonymous assessment of all Entries, the number of HOADC winners. For the avoidance of doubt, DCT reserves the right to award more than one HOADC winner.

4.3 All entrants accept the judges' decisions as final and binding, and no further correspondence or discussion will be entered into

5. Intellectual Property

5.1. The HOADC is not responsible for obtaining or verifying any intellectual property rights relating to a Design.

5.2. By submitting an Entry, each entrant confirms that they are the owner or licensee of all appropriate intellectual property (and moral rights) in the Design at the time of submission.

5.3. Subject to clause 5.5 and clause 5.6, the entrant grants to DCT and the Sponsor a worldwide, irrevocable, perpetual and royalty-free licence (with right to sub-license) to use, display, publish, and disseminate the materials submitted in an Entry, including the Design for the purposes of advertising or promoting the HOADC and/or DCT and for the purposes contemplated under the HOADC and these terms and conditions.

5.4 The entrant shall fully indemnify, keep indemnified and hold harmless DCT and Sponsor or Sponsor group companies against all costs, expenses (including legal expenses), damages, losses or liabilities suffered or incurred by DCT and/or the Sponsor or Sponsor group of companies (howsoever arising) as a result (directly or indirectly) of the entrant's infringement of the intellectual property rights of a third party.

5.5. Subject to clause 5.6 and 5.7, each entrant hereby acknowledges and agrees that either the Sponsor and/or DCT will, upon selection of the Entry as a HOADC winning Design, become the exclusive copyright and design owner of each HOADC winning Design and that the entrant will do, and perform and provide all documentation as necessary to either the Sponsor and/or DCT to ensure the Sponsor and/or DCT own and have full and beneficial and unencumbered title to the Design.

5.6. For any Designs not acquired by either the Sponsor and/or DCT under clause 5.5 above, the Entrant agrees that the Sponsor and/or DCT may elect to:

5.6.1 enter into a form of loan agreement with the entrant for a loan of the Design on terms and conditions to be separately agreed between the parties to such agreement; or

5.6.2 purchase the Design from the entrant on terms and conditions to be separately agreed between the parties to such agreement.

5.7 All intellectual property rights in any Designs **NOT** selected as a HOADC winner by the judging panel shall, unless otherwise transferred, acquired or otherwise agreed between the parties under these terms and conditions or separate agreements as contemplated under clause 5.6 above, at all times remain the property of the entrant(s).

6. Liability and Termination

6.1. Nothing in these terms and conditions shall be deemed to limit or exclude the liability of any party for death or personal injury caused by that party's negligence, fraud, or any other liability which cannot by law be validly limited or excluded.

6.2. Subject to clause 6.1, neither DCT and/or the Sponsor shall have any liability (howsoever arising) for any indirect or consequential loss or damage.

6.3. Without prejudice to any other right or remedy which it may have, DCT and /or the Sponsor shall be entitled, on written notice, to terminate the participation of an entrant in the HOADC for breach of these terms and conditions or for bringing into disrepute DCT and/or the Sponsor or Sponsor group of companies.

6.4. An entrant may at any time withdraw an Entry from the HOADC on written notice to DCT.

7. Personal data

7.1. By submitting an Entry, and to the extent required by law, entrants expressly authorise DCT and/or the Sponsor to use personal data collected during the registration process for the purposes of administering the HOADC. DCT and/or the Sponsor shall collect, store, use, handle and process entrants' personal data in accordance with its respective privacy policy (available on the Website of either DCT or Sponsor) and all applicable laws and regulations.

8. Publicity and promotion

8.1. All entrants agree to take part, on DCT's and/or Sponsor's reasonable written request, in any publicity or promotional activity surrounding the HOADC and future awards.