

Serpentine Augmented Architecture Terms and Conditions

1. The Promoter of the Serpentine Augmented Architecture project is The Serpentine Trust of Kensington Gardens, London W2 3XA.
2. Serpentine Augmented Architecture is an open call for Individuals, studios and collectives from across a range of fields and skills at any career stage to propose imaginary city spaces and speculations on the built environment to be developed and experienced in augmented reality (AR) on site at the Serpentine Galleries. Shortlisted commissions will be guided and mentored by advisors from architecture, engineering and immersive technologies to develop their ideas and test their feasibility. A final commission will be supported by a production team led by the Serpentine Galleries and experienced on site at the Serpentine Galleries in Summer 2019.
3. Upload is via an online entry form available at augmentedarchitecture.org. Participants will be asked to provide their name, their age, a contact email address, a proposal with supporting images or video and a portfolio.
4. By uploading a submission a Participant is agreeing to be bound by these terms and conditions. Please note that these terms and conditions do not apply to the use of the final commission which shall be subject to alternative terms and conditions which shall be entered into between the Serpentine Trust and the successful Participant.
5. The personal data provided will be used by Serpentine Trust as a controller (as defined in the General Data Protection Regulation (EU Regulation 2016/679)) for the purposes of administering the project and in accordance with the Serpentine Trust Privacy and Cookies Policy. Serpentine Trust will use the contact details provided by the adult to send general updates as to the progress of the project by email.
6. Submissions to the project cannot be returned so please remember to retain a copy.
7. All uploaded Serpentine Augmented Architecture proposals must be the original work of the participant and must not infringe the rights of any other party. Serpentine Trust accepts no responsibility if participants ignore these Terms and Conditions and entrants agree to indemnify the Serpentine Trust against any claim by any third party from any breach of these Terms and Conditions.
8. Submissions to the project must not contain defamatory, obscene, offensive, or any other unsuitable material. Submissions to the project must be suitable to be published or used online by the Serpentine Trust for audiences of all ages. Participants should ensure that submissions do not contain viruses, malware or any other coding which may cause damage or interruption to the systems used by the Serpentine Trust.
9. Each Participant hereby grants to the Serpentine Trust a perpetual, irrevocable, non-exclusive, sublicensable, royalty-free licence to use, reproduce, publish, broadcast and post the submission (and any intellectual property rights therein) online (including on social media) and on any other platforms yet to be envisaged. This licence will be deemed to include all the necessary rights and permissions to enable such use by the Serpentine Trust, to complete the administration of this project. Participants agree that they have the full authority to grant the foregoing licence and that no licences from parties other than the Participant are required to enable the use and evaluation by the Serpentine Trust of a Participant's submission.

10. Serpentine Trust reserve the right to disqualify any submission which breaches any of these Terms and Conditions.
11. Serpentine Trust reserve the right to amend these Terms and Conditions if deemed necessary in its opinion, or if circumstances arise outside of its control.
12. To the greatest extent permitted by law, Serpentine Trust, its sub-contractors, subsidiaries, agencies and/or any other organisation associated with this project cannot accept any responsibility whatsoever for any technical failure or malfunction or any other problem with any server, Internet access, system or otherwise which may result in any submission being lost or not properly registered or recorded. Proof of sending is not proof of receipt.
13. To the extent permitted by law and without prejudice to clause 12 above, neither Serpentine Trust nor its sub-contractors, subsidiaries, agencies and/or any other organisation associated with this project accept any liability for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by Participants or any third parties arising out of or in connection with the participation in this project, including the making of a submission. save that nothing in these terms and conditions shall act to limit or exclude Serpentine Galleries' (or any other person's) liability resulting from negligence, fraud or fraudulent misrepresentation.
14. These Terms and Conditions are governed by the laws of England and Wales.