

## The Artists' Bill of Rights Principles for Creative Competitions



We promote the adoption of ethical standards that respect creative rights in all media.

### Copyright & Moral Rights

Entrants will retain copyright and moral rights in their works. Terms and conditions of competitions must not require entrants to assign their copyright to another party, nor must it be a condition of entry that the entrants moral rights be waived.

Moral rights are to be respected, i.e., the rules should state that works used will always be credited to the entrant, that credit taking the usual form of the copyright notice, e.g. © year name.

If at any stage of a competition an entrant may be asked to sign one or more documents to remain in the contest or to be eligible for a prize, replicas of such documents, or at least full details of the rights they require the entrant to grant, must be displayed on the competition website terms and conditions page.

Any rights metadata present in works submitted to a contest will not be removed, altered, or added to by the contest organisers or sponsors. It shall not be a requirement of the contest rules that entrants are to remove metadata prior to submitting works to a contest.

### Limited Free Usage

The sponsors/organiser will only acquire limited usage rights for works submitted to a competition. Limited usage rights means they must be non-exclusive, and usage is restricted solely to promoting the specific competition the works were submitted to, or future competitions where that competition is a recurring one, and no other purpose. This is termed "limited free usage".

Winning and shortlisted works can be used to promote the competition in perpetuity subject to the conditions set out on the Bill of Rights page dealing with competition winner's archives for recurring competitions.

Non-winning and non-shortlisted images can be used to promote the competition, and no other purpose, subject to a time limit not exceeding (3) three years following the announcement of the winning entries for the competition the non-winning and non-shortlisted entries were submitted to.

Limited Free Usage includes the production of a competition book and calendar for a contest displaying works entered to one specific contest, along with a credit for each work published in the book and calendar, as long as it meets the (3) three year limit for a final production run as stated in item 3 above and as referred to, again, in the competition winner's archives.

Limited Free Usage also includes the production of competition merchandise, namely posters and cards promoting the competition providing they are fully credited and meet the (3) three year limit for final production run as stated in item 3 above for non-winning works and as referred to in the competition winner's archives for winners.

Competition rules that do not state that the works will be used solely and exclusively to promote the competition will be deemed they will use the works for other purposes, meaning they will be using the work commercially.

There must be a clear statement of the manner in which the submitted entries will be used by the organiser and sponsors. Competitions that have no statements about how works will be used, or statements that are unclear about the extent of usage will have failed this condition.

Entrant's works to be displayed on web sites shall have a longest side not exceeding 1024 pixels. (Ed. note: maybe this should be increased to 1600px).

Note that charities and other non-profit organisations can obtain additional rights providing they adopt the donation principle described on the Artists' Bill of Rights page dealing with arrangements for Charities.

### **Arrangements for Charities**

Charities frequently organise contests, seeking photos typically but also other works such as music or video, as a way of promoting their cause and also as a way of obtaining resources to further the charity's aims. Often

charities claim via the terms and conditions permanent and irrevocable usage rights to the works entrants submit to the contest. Charity or not this practice of simply claiming via the small print extensive usage rights for entering the contest is still looked on as a rights grab.

Entrants who would like to enter the contest but not donate additional rights to the charity can do so. In such a case the charity would only be granted the rights set out in the rules, which would comply with the Artists' Bill of Rights, but it should be noted that these rights will still enable the charity to promote the charities aims by publishing a book , for example.

The 'donate' procedure enables charities to obtain any usage rights for as long as they want for any usage with the exception of copyright, waiving of moral rights, and exclusive usage.

### **Commercial Usage**

Excepting the above allowable provisions under Free Usage above, any other usages will be deemed to be commercial usage.

For the purposes of clarification any usage that is not directly, solely, and exclusively related to promoting the competition will be deemed commercial usage.

If it is the intent of the organiser or sponsor that they may approach an entrant with a request for commercial usage of an entrant's work, the rules should make clear that the entrant will be free to agree or decline terms and that such usage negotiations will be independent of the competition.

### **Declarations**

It is recommended that competitions provide brief biographical information about the judges who will judge the contest. Where for the purposes of avoiding any attempt to influence the judges the current years judges will be anonymous, there could be brief details of the judges used in previous contests.

Where it is the first year of a contest and thus it is clearly not possible to name last year's judges, it is recommended that a statement saying that details of the judges will be announced when the competition winners are announced.

Competitions should list all organisations granted usage rights to submitted works directly resulting from each organisation's association with the competition as a supporter, sponsor, partner, etc.

### **End Date within 16 months of Start**

The competition terms must specify a closing date and date to announce winners and prizes awarded. The closing date must not be more than 16 months beyond the date upon which the competition details are first made public. This condition is to prevent free usage for submitted works extending over years simply because an end date for the competition has not been set more than 16 months into the future.

*Note: It is accepted that if the rules of a competition meet all the Bill of Rights principles but a third party - a sponsor or publisher, for example - fails to apply the agreed rules regarding rights as set out by the organiser, this does not mean that the contest fails the Artists' Bill of Rights. No blame can be attached to the organiser for the failure of third parties to adhere to the contest rules.*

*Regardless of whether or not a competition meets all the Artists' Bill of Rights standards, if the subject matter or theme of the competition may cause offence to some people, we reserve the right not to promote the competition on the Rights On List.*

### **Summary**

Competitions which meet all the standards set out in the Bill of Rights For Artists Do Not do any of the following -

- claim copyright
- claim exclusive use
- seek waiving of moral rights
- fail to give a credit for all free usage
- add, alter, or remove metadata from submissions
- seek usage rights other than for promoting the contest and no other purpose. Note that a book, posters, cards, or a calendar are seen as legitimate ways of promoting the contest and defraying costs
- seek free usage rights in excess of 3 years
- use the submissions commercially without the entrant's agreement, and such commercial usage is to be subject to a freely negotiated license independently of the competition.
- make it a condition of winning that an entrant must sign a commercial usage agreement

- fail to publish all documents on the competition website that an entrant may have to sign
- fail to name the judges for this or last year's competition
- fail to explicitly state all the organisations who will acquire rights to the submissions
- set a closing date more than 18 months after the contest launch date
- fail to make clear statements of rights claimed and how submissions are used.