

RESONANCE 2025

TERMS AND CONDITIONS

1. ACCEPTANCE OF TERMS

- 1.1. The applicant's (the "Participant") participation in Resonance (the "Competition") and their access to and use of artxlagos.com or citedesartsparis.net (the "Websites") and any Services referred to in Clause 2 below, are subject to these Terms and Conditions. Please note that Resonance is a competition and while several Participants may apply and participate, three (3) Participants will be selected as the Curator Award Winner, Visual Artist Award Winner and Designer Award Winner respectively. Neither approval of the application to participate in the Competition, permission to access and use the Websites/Services or any actions or inactions save for the announcement and issuance of the winnings ("Winnings") to the Winners shall be construed as entitling any Participant to the Winnings.
- 1.2. These Terms and Conditions constitute a binding legal agreement between ART X Lagos, Cité internationale des arts and the Embassy of France in Nigeria (the "Organisers", "us", "we" or "our") and the Participant, and by entering into the Competition and using the Websites/Services, the Participant is deemed to have fully accepted the terms, conditions and disclaimers contained in the Terms and Conditions and the Data Protection and Privacy Policy ("Policy") and Terms of Use of the Organisers' Websites (kindly refer to the Websites for a review of the Policy and Terms of Use). By accessing and/or using the Websites, the Participant agrees that his/her personal data may be collected, stored, shared, processed, and used in accordance with the Policy and that his/her use of the Websites will be guided by the Terms of Use.
- 1.3. If the Participant does not accept these Terms and Conditions, the Policy and the Terms of Use, he/she must immediately discontinue the use of the Websites/Services and cannot participate in the Competition.

2. DEFINITION OF TERMS

"Curator Award Winner" shall mean the Participant who is awarded the opportunity of the 3-month residency at Cité internationale des arts, Paris, France in 2025 along with other Winnings listed in Clause 4.2.1. below.

"Designer Award Winner" shall mean the Participant who is awarded the opportunity of the 3-month residency at Cité internationale des arts, Paris, France in 2025 along with other Winnings listed in Clause 4.2.3. below.

“Visual Artist Award Winner” shall mean the Participant who is awarded the opportunity of the 3-month residency at Cité internationale des arts, Paris, France in 2025 along with other Winnings listed in Clause 4.2.2. below.

“Winners” shall mean the Curator, Visual Artist and Designer Award Winners selected by the Jury from amongst the Finalists.

3. THE SERVICES

- 3.1. The Websites provide for participation in the Competition through the submission of an Application Form.
- 3.2. The Websites and the Organisers) may, from time to time, provide some communication tools such as image galleries, administration areas, emails, news groups, forums and/or other message or communication facilities (the “Services”) designed to enable the Participant to participate in the Competition, access information and communicate with others. Unless stated otherwise, the Services are for the Participant's personal and non-commercial use only.
- 3.3. Except as expressly provided in these Terms and Conditions or on the Websites, no part of the Services may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any purpose whatsoever, without the express prior written permission of the Organisers.

4. THE WINNINGS

- 4.1. The Winnings will be awarded by the Jury (as defined below) to three (3) Finalists, i.e. a Curator Award Winner, a Visual Artist Award Winner and a Designer Award Winner.
- 4.2. The components of the Winnings include:

4.2.1. Curator Award Winner

- 3-month residency to hold at Cité internationale des arts, Paris, France from October 3rd to December 26th 2025;
- Transportation (round trip) to and from Paris, France (not inclusive of visa and insurance);
- A live-in-studio on the Marais site of the Cité internationale des arts;
- A monthly living allowance of €1,200;

- Dedicated support and dialogue on curatorial practices with a France-based curator;
- Visits and networking opportunities organized by the Cité internationale des arts;
- Possible opportunities for collaboration with ART X Lagos on future editions.

4.2.2. Visual Artist Award Winner

- 3-month residency to hold at Cité internationale des arts, Paris, France from November 10th 2025 to January 28th 2026;
- Transportation (round trip) to and from Paris, France (not inclusive of visa and insurance);
- A live-in-studio on the Marais site of the Cité internationale des arts;
- A monthly living allowance of €1,200;
- Dedicated support and dialogue on artistic practices with a France-based curator;
- Visits and networking opportunities organized by the Cité internationale des arts;
- Possible opportunities for collaboration with ART X Lagos on future editions.

4.2.3. Designer Award Winner

- 3-month residency to hold at Cité internationale des arts, Paris, France from December 3rd 2025 to February 26th 2026;
- Transportation (round trip) to and from Paris, France (not inclusive of visa and insurance);
- A live-in-studio on the Marais site of the Cité internationale des arts;
- A monthly living allowance of €1,200;
- Dedicated support and dialogue with the agency, Trampoline;
- Visits and networking opportunities organized by the Cité internationale des arts;

- Possible opportunities for collaboration with ART X Lagos on future editions.

5. THE JURY AND SELECTION PROCEDURE

- 5.1. The Jury consists of representatives of the Organisers who will select the Winners on the basis of the work submitted (the “Jury”).
- 5.2. Any decision of the Jury in relation to any matter arising under these Terms and Conditions shall be final. Reasons will not be given for any such decision and the Jury will not enter into any correspondence regarding the merits of any submissions or decision.

6. TIMELINE OF THE COMPETITION

- 6.1. Participants shall submit applications via the Websites of the Organisers within the period of time specified on the Websites (the “Application Session”). All applications received outside this period will not be considered.
- 6.2. Any Participant who submits an application agrees that they do so understanding that if they are selected as either of the Winners, they must be available (as required) for the applicable residency period (“Timetable”) to complete the Residency and the activities related to the Winnings. The Organiser shall be at liberty to take any measures, at its sole discretion, which it deems appropriate in the event that any Participant selected as either of the Winners is unavailable as required.
- 6.3. The Organisers reserves the right to alter the Timetable, having regard to the diary availability of its members or the Jury. The Organiser shall issue a reasonable notice to the Participant in the event of any such alteration.

7. CONDITIONS OF ENTRY

- 7.1. At the time of the application, the Participant must:
 - be 23 years or older as of January 1st of 2025;
 - live and work in Nigeria;
 - demonstrate a commitment to the practice as a professional and/or a researcher of at least 5 years documented experience, with a minimum of two exhibitions curated and two publications in referenced art media for curatorial practices.
 - be able to fully commit during the residency period to the development of their research project with the mentor, and to connecting with the environment at Cité internationale des arts.

- 7.2. Winners from previous Competitions by Cité internationale des arts and the Embassy of France in Nigeria are not eligible to re-apply, however, all other previous Applicants can re-apply.
- 7.3. Participants must fill in all mandatory fields of the Application Form, in addition to all other specified supporting files (meeting the size limitations) as outlined in the Application Form.
- 7.4. Any work or image submitted by the Participant must be the Participant's own work(s). The Participant hereby represents and warrants that he/she has full title to the work(s) and the work(s) are not the property of any other person, that he/she has all rights to submit the work(s) on these Terms and Conditions and from the moment of submission he/she will not enter into any commitments (by way of agreement or otherwise) which may limit their participation in the Competition and the Winnings in accordance with these Terms and Conditions. The Participant further represents and warrants that their work(s) do not contain the intellectual property of any other person or infringe the intellectual property or other rights of any other person or that, where their work(s) contain the intellectual property of any other person, they are duly and demonstrably authorised to use such intellectual property.
- 7.5. Each Participant shall apply only once during the Application Session.
- 7.6. The Competition is for individual curators, visual artists and designers. Submissions from collectives or groups shall not be considered.
- 7.7. Each Participant agrees to be responsible for the necessary visa and insurance costs if selected as a Winner by the Jury.
- 7.8. Each Participant agrees to take part in the Residency during the specified Residency Period, if selected as a Winner by the Jury. Dates may be subject to change; however, reasonable notice will be issued to the Winners in the event of any such changes. Where a Participant is unable to take part in any of the above activities due to factors beyond their control, the Participant shall notify the Organisers as soon as practicable in order for the Organisers to make suitable alternative arrangements, which may, at the sole discretion of the Organisers, include the replacement of the Participant.
- 7.9. Entry forms and other information submitted by the Participant can be reviewed by the Organisers at any time to ensure compliance with the Terms and Conditions.
- 7.10. A Participant shall not amend their entry form or any other information once it has been submitted.
- 7.11. Registration and participation in the Competition is free of charge.

- 7.12. A Participant may be asked at any time to provide all or any relevant proof of the accuracy of any submitted information to the satisfaction of the Organiser.
- 7.13. The Organisers have the unilateral right to exclude a Participant's application which does not comply with these Terms and Conditions, or any requirements prescribed on the Websites.
- 7.14. A Participant shall not assign any rights, transfer, sub-contract and/or delegate any obligations under these Terms and Conditions, without the prior written consent of the Organisers.

8. INTELLECTUAL PROPERTY AND OTHER RIGHTS

- 8.1. Every Participant hereby grants the Organisers worldwide (including the world wide web), royalty-free and irrevocable rights and license to use and reproduce image(s) of his/her work(s), his/her name, likeness, activities, attributes, biography and video/sound recordings for the purposes of the creation of catalogues, publication, communication, exhibition, display, advertisement, business promotion and portfolio and production as long as its use is not damaging and/or intended to damage his/her reputation as an artist. The rights and license granted under this clause shall survive the termination or expiration of this Agreement.
- 8.2. Any photo and video material, curriculum vitae, and any texts submitted for the Competition will not be returned to the Participant but shall be retained and archived by the Organisers.
- 8.3. Subject to clause 8.1 above, all intellectual rights and copyright owned by each Participant prior to entering the Competition will remain the property of the Participant.

9. PRIVACY POLICY

- 9.1. The information provided by the Participant is not to be available for sale or use by third parties. The information shall be used solely for the purposes of the Competition and for the purposes of notifying the Participant of changes or updates to the Websites/Services.
- 9.2. The provisions of this clause are in addition to and not a derogation from the content of the Policy.

10. ACCEPTABLE USE

- 10.1. The Participant acknowledges and agrees that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials (the

“Content”), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated.

10.2. In using the Websites/Services the Participant agrees not to:

- 10.2.1. Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- 10.2.2. Use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- 10.2.3. Make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;
- 10.2.4. Impersonate any person or entity for the purpose of misleading others;
- 10.2.5. Violate any applicable laws or regulations;
- 10.2.6. Use the Websites/Services in any manner that could damage, disable, overburden or impair the Websites/Services or interfere with any other party's use and enjoyment of the Websites/Services;
- 10.2.7. Post, publish, distribute or disseminate material or information that the Participant does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- 10.2.8. Attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to the Websites/Services through hacking, password mining or any other means.

10.3. The provisions of this clause are in addition to and not a derogation from the content of the Terms of Use of the Organisers' Websites.

11. LINKS TO THIRD PARTY WEBSITES

- 11.1. The Websites/Services may include links to third party websites or other platforms that are controlled and maintained by others. Any link to other websites or platforms is not an endorsement of such websites or platforms and the Participant acknowledges and agrees that the Organisers are not responsible for the content or availability of any such websites or platforms, or for the security and data protection and privacy policies of such websites or platforms.

12. INDEMNITY

- 12.1. The Participant agrees to indemnify and hold the Organisers harmless, at his/her own cost, from and against any and all liabilities arising from breach by the Participant of these Terms and Conditions and any claim or demand brought against the Organisers by any third party arising out of the Participant's participation in the Competition, use of the Websites/Services and/or arising out of any Content submitted, posted or transmitted through the Websites/Services by the Participant, including without limitation, all claims, actions, proceedings, judgment, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by the Organisers in consequence of any of the foregoing.

13. DISCLAIMER AND LIMITATION OF LIABILITY

- 13.1. Participation in the Competition and use of the Websites/Services is at the Participant's own risk.
- 13.2. To the extent permitted by law, the Organisers will not be liable for any loss or damage whatsoever not arising directly from the gross negligence of the Organisers (including without limitation loss of business, opportunity, data, profits) or for any loss of profit (whether direct or indirect) arising out of or in connection with participation in the Competition or the use of the Websites/Services.
- 13.3. The Organisers make no warranty that the Websites/Services will meet the Participant's requirements, that the functionality of the Websites/Services will be uninterrupted or error free, that defects will be corrected or that the Websites/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- 13.4. The Organisers reserve the right to update or amend these Terms and Conditions at any time and shall inform Participants of such amendments in writing. By continuing to participate in the Competition, the Participant will be deemed to have accepted such amendments by conduct and if the Participant does not accept such amendments, he/she must immediately discontinue participation in the Competition and the use of the Websites/Services.
- 13.5. The Organisers shall not be liable for any loss, damage, delay or failure to perform in whole or in part as a result of causes beyond its control, including but not limited to, any act of God, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, sabotage, cancellation, delay in transportation or other logistics, disease, outbreak of illness, pandemic, epidemic, quarantine, or any other natural physical disaster or warnings of such disaster, abnormal/protracted failure or shortage of power supply (including alternative power supply), breakdown of web-host, internet service or communications provider, war (declared or undeclared), blockades, military operations, riot, crowd disorder, strike, insurrections, lock-outs or other industrial action, embargoes or other trade or shipping restriction, terrorist action or acts of the public enemy, civil

commotion, change in legislation or regulation, acts, omissions, order or restriction of any government or governmental agency (including failure or refusal to grant any necessary permissions without default on the part of the Organiser), or any court ruling or judgments, or any lawful requirement of any governmental authority ("Force Majeure").

14. DISQUALIFICATION

14.1. The Organiser shall be entitled to disqualify any Participant, at any stage of the Competition, and terminate these Terms and Conditions and participation in the Competition at any time by issuing a written notice having immediate effect if it is found that:

- 14.1.1. There is false or misleading information provided by the Participant;
- 14.1.2. The Participant fails to comply with the material provisions of these Terms and Conditions;
- 14.1.3. The Participant does not possess proper title to any works or image submitted by the Participant or is in breach of any representation or warranty; and
- 14.1.4. The Participant carries out or attempts to carry out any fraudulent activity.

15. DURATION

15.1. These Terms shall commence when the Participant receives confirmation by email of the Organisers' receipt of their Application, and shall remain in full force and effect until the timeline of the Competition has elapsed or earlier termination by the Organisers.

16. GENERAL

16.1. **Notices** – The Participant and the Organisers shall contact the other using the details provided in the Application Form and on the Websites respectively. **Counsel** - Each Party agrees that it has consulted legal counsel in respect of this contract or has waived its right to do so on the basis of a full understanding of the provisions and their implications. **Relationship Between Parties** - Nothing in these Terms and Conditions constitutes an employment, partnership or joint venture and the Participants, Finalists or Winners must not imply any such relationship with the Organisers to any person. Neither Party shall have the right to bind or create obligations for the other. **Entire Agreement** – These Terms and Conditions constitute the entire agreement between the Parties in respect of the subject matter and supersedes any representations, negotiations, agreements or arrangements, written or oral, which may have been made before its execution. **Severability** - if any part of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of

competent jurisdiction, then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable. **Survival** - The relevant provisions of clauses 8 (Intellectual Property and Other Rights), 12 (Indemnity) and any other clause or provision which by the import is intended to do so, shall survive the expiration or earlier termination of this Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of The Federal Republic of Nigeria.
- 17.2. Any difference, dispute or claim arising out of or in connection with these Terms and Conditions shall be referred by either party to a sole Arbitrator appointed by the President (or any one in acting capacity) of the Chartered Institute of Arbitrators UK, (Nigeria Branch).
- 17.3. The Arbitration shall be in accordance with the provisions of the Arbitration and Mediation Act 2023 CAP.A18 and the rules made thereunder or any statutory modification or re-enactment thereof.
- 17.4. The seat of the arbitration shall be Lagos and the arbitration shall be in the English language.