

## Official Rules for Artists – ArtPrize

**BY SUBMITTING A WORK TO ARTPRIZE, YOU AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT SUBMIT A WORK TO ARTPRIZE.**

**1. ELIGIBILITY:** ArtPrize is only open to Artists who are at least 18 years of age at the time of submitting a Work. Employees of ArtPrize and employees' immediate families are not eligible to win. Immediate family members include relatives living at the same address as an employee. Participation in ArtPrize is void where prohibited by law. All federal, state and local laws and regulations apply. ArtPrize is intended for viewing in the State of Michigan only and will be construed and evaluated according to Michigan law.

**2. ENTRY AND ENTRY FEE:** To enter ArtPrize as an Artist you must agree to these Official Rules for Artists ("Rules") and you must agree to the Artist Agreement relating to submission of content to the ArtPrize website. By submitting your work of art ("Work") to ArtPrize, you agree to be bound by and comply with these Rules. You must also pay a one-time non-refundable Artist fee of \$50 (U.S.). The fee can be paid as described on the on-screen instructions after clicking the "I Agree" button at the bottom of the Artist Agreement page.

**3. SPECIFIC RULES FOR ARTISTS REGARDING ART ENTRY:** The following rules apply to Artists' submissions of their Work to ArtPrize:

- The Work must be shown within the boundaries of the downtown area of the City of Grand Rapids, Michigan as described on the ArtPrize website.
- The Work must be shown at an ArtPrize-registered venue ("Venue"). Please see <http://www.artprize.org/venues> for a list of registered Venues. Only Artists and Venues that are registered with ArtPrize may participate in ArtPrize. Artists are responsible to negotiate a hosting agreement and/or other arrangements with a Venue relating to their Work. See <http://artprize.org/downloads/ArtPrize-HostingAgreement.doc> for a template of a sample ArtPrize Artist and Venue Hosting Agreement. Artists are not eligible to participate in ArtPrize unless they have entered into a Hosting Agreement or other arrangement with a Venue.
- Each Artist may submit only one Work. Each Work may consist of multiple pieces. For clarification, an Artist may collaborate with other Artists, but each Artist may only be associated with one Work. Each Artist involved with a collaboration must be at least 18 years of age at the time of submitting the Work.
- Each Work must be exhibited for the entire length of ArtPrize, from September 23, 2009 to October 10, 2009.
- If a Work is time-based or performance oriented, the Work must at least be performed within the first week (September 23, 2009 – September 30, 2009) with an artifact or other representation or record satisfactory to ArtPrize left behind to be presented for the remainder of the competition.
- All Works must be installed and completed by Noon on the opening day of ArtPrize (September 23, 2009).
- Each Work must abide by all applicable Grand Rapids city codes and ordinances and other applicable laws and negotiations.
- The Artist is responsible for all fees associated with the Work, including without limitation, the ArtPrize fee described above, production costs, shipping, and fees associated with the applicable Venue.
- Registration must be complete by the end of the day on July 31st, 2009 (11:59 p.m. EST).
- Venue matching and a Hosting Agreement or other arrangements with the Venue as described above must be complete by the end of the day on August 15, 2009 (11:59 p.m. EST).
- Only original Works are eligible for submission. The Artist is responsible to ensure that the Works do not infringe on any third party's proprietary rights.

- The Work must be currently owned by the Artist.
- A Work must not be part of an institutional or corporate collection. The Work may be part of a private collection.
- The Artist is responsible for transportation of the Work to, and removal of the Work from, the applicable Venue.
- ArtPrize reserves the right to use all information on, imagery and documentation of the Artist pertaining to the Work, the final Work and the process of creating the Work provided by the Artist. ArtPrize may use the information, imagery and documentation described in the preceding sentence for the official ArtPrize website, press releases, promotional materials, display and exhibition materials, catalogues, maps, guides, installations, other showcase activities associated with ArtPrize and its promotion and associated events and which may include textual, audio or visual representations. ArtPrize will acknowledge the Artist when such information, imagery and documentation is used by ArtPrize as described above.
- ArtPrize reserves the right to document ArtPrize and all associated displays and events and reserves the right to use this documentation for any purpose.
- ArtPrize bears no liability to the Artist or relating to the Work.
- The Artist commits to participating in ArtPrize in keeping with the spirit of ArtPrize as described on the ArtPrize website.
- The Artist retains ownership of the Work unless the Artist negotiates otherwise with Venues, sponsors or other parties; and except as provided below with respect to the 1<sup>st</sup> place winner's obligation to transfer the Work or a comparable effort to ArtPrize.
- The Artist may offer the Work for sale during ArtPrize, but must maintain the public display of the Work in the agreed Venue for the duration of ArtPrize. Sold works will only be available to purchasers after the close of ArtPrize. Sales are the sole responsibility of the Artist, unless negotiated otherwise with the agreed Venue. ArtPrize will not be involved in the sale or presentation for sale of the Work.

**4. ADDITIONAL RULES:** Works must not infringe upon third party rights or previously have won awards. All Works that, in the sole discretion of ArtPrize, may infringe on third party rights will be disqualified. Artist is responsible to ensure that the Works do not infringe upon, violate or misappropriate any intellectual property or other proprietary rights owned or possessed by any third party. Artist will defend, indemnify and hold harmless ArtPrize and its affiliates, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees relating to or arising out of any claim or demand of any kind or nature which any person or party may make against ArtPrize based upon or arising out of the Work or any other claim or demand relating to ArtPrize, including any claim of infringement. ArtPrize may disqualify any Work if it determines, in its sole discretion, that any persons or animals were harmed in the production of such Work. ArtPrize is not responsible for inaccurate, fraudulent, incomplete, illegible, tampered with, misdirected, late or stolen Works or transmissions, or problems of any kind whether mechanical, human or electronic.

**5. VOTING:** ArtPrize Works will be judged by public vote as described on the ArtPrize website. Voters must register with ArtPrize as described on the ArtPrize website. Voters will be instructed to vote for their favorite Works. The first round of public voting will take place between September 23, 2009 and October 1, 2009 (the "Preliminary Competition Period"). The top ten Works based on voting during the Preliminary Competition Period will be promoted to the Final Round. Voting for the Final Round will take place between October 2, 2009 and October 8, 2009. Votes in both the Preliminary Competition Period and the Final Round will be cast either (a) by accessing <http://www.artprize.org> and following the posted voting instructions, or (b) by mobile device as set forth by <http://www.artprize.org>. Individuals must be 16 years or older to vote. The use of robotic or automated devices for voting is prohibited.

**6. WINNER SELECTION:** The voting process will determine the 1<sup>st</sup> through 10<sup>th</sup> place winners of ArtPrize. In the unlikely event of a tie, the ArtPrize Board will determine the winner, based on the criteria described above. The winners will be announced on October 8, 2009.

**7. PRIZE:** The 1<sup>st</sup> place Work will receive \$250,000 (U.S. Dollars); the 2<sup>nd</sup> place Work \$100,000 (U.S. Dollars), the 3<sup>rd</sup> place Work \$50,000 (U.S. Dollars) and the 4<sup>th</sup> through 10<sup>th</sup> place Works \$7,000 (U.S. Dollars) each. The prizes will be awarded in a lump sum to the Artist in whose name the Work was submitted. The 1<sup>st</sup> place ArtPrize winner agrees to transfer all rights and ownership of the winning Work to ArtPrize or alternatively, to create a work of comparable effort, and transfer all rights and ownership of the comparable effort artwork to ArtPrize. In addition, prior to receiving the prize, the 1<sup>st</sup> place winner will be required to sign and return a copyright assignment in a form satisfactory to ArtPrize transferring all rights and ownership in the Work or work of comparable effort, along with all underlying copyrights in and to the Work or work of comparable effort, including the specific authority to make derivative works relating to the Work.

**8. WINNERS' NAMES:** Names of winners will be available on the ArtPrize website or upon request by sending an email to [info@artprize.org](mailto:info@artprize.org).

**9. GENERAL CONDITIONS:** Winners will be notified by email at their address provided in the registration on or about October 8, 2009 at the email address provided to ArtPrize. Winners will be required to sign and return a notarized Winner's Affidavit of Eligibility and Release Form. In the event of noncompliance, the prize will be forfeited and may be awarded to an alternate winner. All federal, state and local taxes are the sole responsibility of the winner. By acceptance of prize, the winner agrees without limitation to the use of his/her name, user name, photograph and/or likeness for publicity purposes without any additional compensation, except where prohibited by law. Artist agrees to be bound by these Rules and the decisions of ArtPrize, which are final and binding in all matters related to ArtPrize. By participating in ArtPrize, Artist agrees that ArtPrize and its respective affiliates, agents, directors, officers and employees have no liability whatsoever for any injuries, losses or damages of any kind relating to or arising from ArtPrize or resulting from participation in ArtPrize, the acceptance, possession, use or misuse of any Work, or technical, hardware, software or telephone failures of any kind, cost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by ArtPrize, users or by any of the equipment or programming associated with or utilized in ArtPrize or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an entrant's ability to participate in ArtPrize. By participating in ArtPrize, the Artist agrees to defend, indemnify and hold harmless ArtPrize and its affiliates, agents, directors, officers and employees from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature which any person or party may make against ArtPrize based upon or arising out of the Work, the Artist's participation in ArtPrize, or any other claim or demand relating to ArtPrize. ArtPrize may prohibit an Artist from participating in ArtPrize or winning a prize if, in its sole discretion, it determines that said Artist is attempting to undermine the legitimate operation of ArtPrize by cheating, hacking, deception or other unfair participation or voting practices or intending to annoy, abuse, threaten or harass any other entrants or ArtPrize's representatives. ArtPrize is not responsible for typographical or other errors in the offer or administration of ArtPrize, including but not limited to errors in the advertising, Rules, selection and announcement of the winner and distribution of the prizes. ArtPrize reserves the right to terminate or amend ArtPrize, in whole or in part, at any time without notice, if any factor, including without limitation virus, bugs, or non-authorized human intervention, interferes with its conduct as contemplated by these official rules. In case of dispute, a Work will be declared made by the authorized account holder of the email address submitted at the time of Work. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ARTPRIZE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ARTPRIZE RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ArtPrize's decisions and the decisions of the ArtPrize board are final in all matters relating to ArtPrize and the subject matter of these rules. For information regarding the ArtPrize privacy policy, please visit <http://www.artprize.org/privacy> .