



## 2023 Official ArtPrize Rules for Voters

THANK YOU FOR YOUR INTEREST IN ARTPRIZE®. VOTING IN ARTPRIZE (2023) IS GOVERNED BY THE VOTING RULES SET FORTH BELOW. BY REGISTERING TO VOTE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT REGISTER TO VOTE.

### 1. ELIGIBILITY:

Voting is open only to those individuals (collectively, “Participants”) who are at least 13 years of age at the time of casting a vote and who sign up in advance of casting a vote as required below. You must utilize a smartphone device to cast votes. Voting in ArtPrize is void where prohibited by law. All federal, state, and local laws and regulations apply. Voting in ArtPrize is intended for viewing in the State of Michigan in the United States only and will be construed and evaluated according to Michigan law.

In order to vote in ArtPrize 2023, you must first register with a mobile smartphone device. To register, you must be within the boundaries of the event (see [boundaries map](#)). Scanning a QR code on the Artist labels for any entry or designated QR ‘register to vote’ codes will prompt the registration screen to open. You must provide your phone number to verify your mobile device and identity via SMS confirmation.

### 2. VOTING:

The following rules apply to Voting on an ArtPrize entry (“Entry”) in ArtPrize:

#### *Preliminary Voting (Round 1):*

- Votes must be cast online via mobile device. In order to vote online, you must first register to vote as described above.
- You must cast your first vote within the [ArtPrize boundaries](#) (geolocation) of the event.
- During the preliminary round, from September 14, 2023 at 5 p.m. EDT to September 21, 2023 at 11:59 a.m. EDT, you may vote on each artist(s) entry, as described on the ArtPrize website (each, a “vote”).
- Participants can vote daily, with one vote per entry, per day.



- Participants can vote for as many entries, per day, as they would like.
- Participants vote by scanning the individual QR code (in light green) on the Artist labels OR by searching the unique five-digit entry number associated with each entry. Participants **do not** need to return to the ArtPrize boundaries (geolocation) to vote for additional entries after registration/first vote.
- In-person votes can be cast from the ArtPrize Concierge at [2 Fulton St. NW](#) from 12 p.m. – 8 p.m. within the terms of the preliminary round of voting. Participants must bring relevant information consistent with the terms of eligibility and information about the Entry(ies) for which they wish to vote (five digit vote code and/or QR vote code) in order to submit an in-person vote. In-person voting is subject to the same terms, conditions, and governance as voting online.

### *Top 25 Voting (Round 2):*

- During the second and final round of voting, from September 22, 2023 at 8 p.m. EDT to September 29, 2023 at 12:00 p.m. EDT, you may vote on each artist(s) entry among the Top 25 (each, a “vote”), as selected by public vote in the first round of voting.
- Participants do not need to return to the ArtPrize boundaries (geolocation) to vote in the final round of voting unless they have not yet registered and/or cast their first vote.
- Participants vote by scanning the individual QR code connected to an entry OR by searching the unique five-digit entry number associated with each entry.
- Participants can vote daily, with one vote per entry, per day.
- Participants can vote for as many of the Top 25 entries, per day, as they would like.
- In-person votes can be cast from the ArtPrize Concierge at [2 Fulton St. NW](#) from 12 p.m. – 8 p.m. within the terms of the preliminary round of voting. Participants must bring relevant information consistent with the terms of eligibility and information about the Entry(ies) for which they wish to vote in order to submit an in-person vote. In-person voting is subject to the same terms, conditions, and governance as voting online.

### **3. ADDITIONAL RULES:**

Votes sent outside of the designated voting dates and times will not be counted. ArtPrize may disqualify any vote or voter if, in its sole discretion, it determines that the vote was cast in exchange for compensation or other consideration or is otherwise contrary to the spirit of the competition. ArtPrize may prohibit a voter from participating in ArtPrize if, in its sole discretion, it determines that said voter 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 interferes with its conduct as contemplated by these official rules. ArtPrize’s decisions and the decisions of the ArtPrize Steering Committee are final on all matters relating to ArtPrize and the subject matter of these rules. By voting in ArtPrize, the voter 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 the voter’s participation in ArtPrize, including any claim or loss that may occur at a Venue. The voter 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 voter’s actions or the voter’s participation in ArtPrize, or any other claim or demand relating to ArtPrize. CAUTION: ANY ATTEMPT BY A VOTER 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 VOTER TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. For information regarding the ArtPrize privacy policy, please visit <https://artprize.org/pdf/privacy-policy.pdf>.

#### **4. TERMS & CONDITIONS:**

All participants are subject to the ArtPrize Visitor Terms and Conditions as listed below. ArtPrize will use the information a participant provides for verification and other purposes consistent with its [Privacy Policy](#). By registering to vote or otherwise participating in the event, you agree to ArtPrize’s Privacy Policy and to follow all applicable Visitor Terms and Conditions.

#### **5. DISCLAIMER and indemnification:**

ArtPrize and its respective affiliates, agents, directors, officers, and employees (collectively, “Affiliates”) have no liability to you relating to your participation in the event, which you acknowledge is entirely voluntary, and ArtPrize makes no warranty whatsoever relating to the events, Venues, Artists, or any other aspect of the event. By participating in ArtPrize, you agree that ArtPrize and its affiliates have no liability whatsoever for any injuries, losses, or damages of any kind relating to or arising from ArtPrize or resulting from your participation in ArtPrize, including your participation in the event and any agreements, communications,



transactions, interactions, disputes, or relations whatsoever between you and any Artist, Venue, or otherwise. ArtPrize is not responsible for typographical or other errors in the offer or administration of the event, including but not limited to errors on its website, in the advertising, selection and announcement of the winner and distribution of the prizes, nor is ArtPrize responsible for any technical, hardware, software, or other failures of any kind; the cost or unavailability of network connections; fraud; incomplete or delayed computer transmissions; or any of the equipment or programming associated with or utilized in the event or any technical or human error which may occur in the processing of requests or other event participation. You agree to indemnify, defend, and hold harmless ArtPrize and its Affiliates from and against any and all liability, claims, suits, actions, losses, and expenses (including reasonable 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 or its affiliates based upon or arising out of your participation in the event or any other claim or demand relating to the event.

