

2023 Artist Rules

rev 5.19.23

THANK YOU FOR YOUR INTEREST IN ARTPRIZE. BY SUBMITTING YOUR REGISTRATION TO ARTPRIZE OR OTHERWISE CREATING AN ARTIST ACCOUNT, YOU (“ARTIST”) AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THESE OFFICIAL RULES FOR ARTISTS (“RULES”). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT SUBMIT AN ENTRY TO ARTPRIZE.

1. ELIGIBILITY

Participation in the official ArtPrize competition event (“Event”) is only open to those who are at least 18 years of age at the time of submitting an art entry (“Entry”). Current ArtPrize employees and their immediate families are not eligible to submit an Entry. Immediate family members include relatives living at the same address as an employee of ArtPrize. Participation in the Event as an Artist 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. ARTISTS

An Entry to ArtPrize may be made by an individual Artist (a “Solo Artist”) or by a group of collaborating Artists (each a “Collaborative Artist” and together the “Collaborative Group”). A Solo Artist, and each Collaborative Artist, as applicable, is subject to these Rules. As used in these Rules and the Artist Agreement, the term “Artist” means the individual agreeing to these Rules and, where applicable, each Collaborative Artist relating to an Entry on whose behalf the Artist submitted the Entry.

3. RULES REGARDING SOLO ARTIST ENTRY AND ENTRY FEE:

To enter ArtPrize as a Solo Artist, the Artist must register with ArtPrize through the ArtPrize website (the “Artist Agreement”). By registering and submitting the Artist Agreement, the Artist agrees to be bound by and comply with these Rules. A Solo Artist must also pay a one-time non-refundable Artist fee. The entry fee must be paid as described on the on-screen instructions as part of your entry.

4. RULES REGARDING COLLABORATIVE GROUP ENTRY AND ENTRY FEE

To enter ArtPrize as a Collaborative Group, each Collaborative Artist must complete an Artist Agreement by registering as a Collaborative Artist at the ArtPrize website and agree to these Rules. By registering and submitting the Artist Agreement each Collaborative Artist that is part of the Collaborative Group agrees to be bound by and comply with these Rules, and by submitting an Entry on behalf of a Collaborative Group to ArtPrize, the Collaborative Artist submitting the Entry agrees on behalf of each other Collaborative Artist of the Collaborative Group to be bound by these Rules. Each Collaborative Group must pay a one-time non-refundable Artist Fee. The entry fee must be paid as described on the

on-screen instructions as part of your entry. Each Collaborative Artist must meet all eligibility criteria for Artists, including, but not limited to, the minimum age requirement. Any individual who either makes a significant contribution to the creative direction of an Entry, is considered an “author” of an Entry, has any copyright claim to an Entry, has any claim to proceeds from the sale of an Entry, or is acknowledged as a co-creator of an Entry is considered to be a Collaborative Artist for purposes of that Entry. Collaborative Groups may receive assistance from contractors or volunteers in the construction of their Entry regardless of whether these assisting individuals are eligible Artists and as such assisting individuals are not considered Collaborative Artists for that Entry. Entries that are created by community groups, schools, or other groups consisting of members who are not each registered as Collaborative Artists, or whose members do not each meet all of the eligibility requirements to be an Artist, are ineligible. Such groups can be involved in an Entry in many ways, but not in the role of Collaborative Artist. ArtPrize expressly reserves the right to disqualify any Entry if it is determined that all Collaborative Artists for that Entry are not properly registered as Collaborative Artists or that an individual who fails to meet all Artist eligibility requirements participated as a Collaborative Artist for that Entry.

5. RULES FOR ALL ARTISTS REGARDING ENTRY

The following rules apply to all Artists and Entries:

A. Only Artists that are registered with ArtPrize may participate in the Event.

The Entry must be shown at an ArtPrize-registered venue (“Venue”). Please see the Registered Venues Page for a list of registered Venues. Artists are responsible for negotiating a hosting agreement and/or other arrangements with a Venue relating to their Entry (“Hosting Agreement”). Download a [template](#) of a sample Hosting Agreement. Artists are not eligible to participate in ArtPrize unless and until they have entered into a Hosting Agreement with a Venue.

Each Artist may submit only one Entry. For clarification, an Entry may be submitted by a Collaborative Group, but no Collaborative Artist may submit or be associated with another Entry. Each Entry may consist of multiple parts.

All Artists must be individuals. An Artist may not be an entity, such as a corporation, limited liability company, partnership or other form of entity.

If an Entry is time-based or performance oriented, the Entry must at least be performed within the Event period (September 14– October 1, 2023).

Each Artist and Entry must abide by all applicable federal, state, and local laws, rules, regulations, and code requirements, including all Grand Rapids and Kent County codes and ordinances, as well as all guidance and orders from the CDC, State of Michigan, public health agencies, and any other federal, state, and local authorities or agencies.

The Artist is responsible for all fees associated with the Entry, including without limitation, the ArtPrize fee described above, production costs, shipping, any permit fees, and fees associated with the applicable Venue, unless otherwise provided in the applicable Hosting Agreement.

Artist Registration must be complete by 11:59 PM. EDT on June 16, 2023. ArtPrize reserves the right to change this date at any point.

Venue matching and a Hosting Agreement as described above must be complete by 11:59 PM EDT on July 7, 2023

Only original Entries are eligible for submission. The Artist is responsible to ensure that the Entry does not infringe on any third party's proprietary rights.

The Artist (or at least one Collaborative Artist from the Collaborative Group) must currently own the Entry, or otherwise have the rights and ability to exhibit the Entry and subject the Entry to all restrictions and commitments made by these Rules, including the rights to the information, imagery and documentation of the Entry uploaded to the ArtPrize website. An Entry must not infringe upon third party rights. Each Artist is responsible for ensuring that its Entry, as well as the documentation of that Entry provided to ArtPrize and as displayed on the ArtPrize website, does not infringe upon, violate or misappropriate any intellectual property or other proprietary rights owned or possessed by any third party.

The Artist is responsible for transportation of the Entry to, and removal of the Entry from, the applicable Venue, unless otherwise provided in the applicable Hosting Agreement or as otherwise agreed with the Venue. The Artist commits to participating in the Event in keeping with the spirit of the Event as described on the ArtPrize website. The Artist retains ownership of the Entry unless otherwise negotiated with Venues, sponsors or other third parties. Entries from prior ArtPrize competitions, or Entries that are identical to Entries from prior ArtPrize competitions may not be submitted.

B. Artists who have been awarded a grand prize whether as a Solo Artist or as a Collaborative Artist) in a previous ArtPrize event are not eligible to enter an Entry into the 2023 Event (whether as a Solo Artist or as a Collaborative Artist).

6. RULES REGARDING ENTRY CATEGORIES

The Artist must select one of the following five categories for the Entry at the time of registration. The Artist's selection of a category is subject to review by ArtPrize staff. ArtPrize maintains the right to make the final determination of the category of each Entry at any time. Below are the categories and their definitions. The examples provided are not an exhaustive list of the types of entries that can fit in each category.

- **2-D – Entries that exist primarily on a flat plane. Painting, drawing, photography, printmaking, and most textiles are examples of 2D work.**
- **3-D – Entries that occupy space and are intended to be viewed from multiple angles. Sculptures that are not site-specific (see the installation category for site-specific sculptures) belong in the 3-D category.**
- **Time-Based – Entries that are durational and change over time. The viewer has to spend some time with the work to fully view it. This includes performance, video and film, dance, music, and interactive work.**

- **Installation** – Entries that are dependent on the site in which they are installed. The location is not a neutral ground and is an important element of the work. Installation is different from 3-D in that changing the location of the piece would dramatically change the work.
- **Digital** - Entries that can be displayed electronically through a screen such as TVs, tablets, projection equipment, or the like. The artist is responsible for providing, securing, and maintaining the equipment, electricity, internet, etc. to display their entry. Some venues may provide access to some or all of these items, but it's recommended the artist work that out before finalizing their venue.

7. SALES OF ENTRIES

Artists can elect to signify their entry is for sale directly by the artist during the registration process. Within the entry page, visitors will see if a piece is for sale. It will be up to the artist and visitor/buyer to determine price, payment, and the transfer of ownership which includes transportation of the entry.

Artists may elect to be represented by AllArtWorks for the sale of their entry. This option is offered as an alternative to direct sales if an Artist wishes to pursue it. All aspects of this arrangement are between the Artist and AllArtWorks and do not involve ArtPrize in any manner. Artists can learn more about AllArtWorks at <https://allartworks.com/pages/artprize>. AllArtWorks is a collaborating partner of ArtPrize.

Any sales are voluntary. ArtPrize will not be involved in the sale process other than displaying if an entry is for sale, displaying contact info for the artist, or making a connection with AllArtWorks. ArtPrize will also not take a commission or cut off any individual sale during the event and Artprize makes no claim to representation of the Entry or Artist.

8. ARTPRIZE RIGHTS

ArtPrize reserves the right to use all information on, imagery and documentation of the Artist pertaining to the Entry, including the final Entry and the process of creating the Entry, as provided by an Artist or Venue. Uses may include, but are not limited to, the official ArtPrize website, press releases, promotional materials, display and exhibition materials, catalogs, maps, guides, installations, other showcase activities associated with ArtPrize or the Event and its promotion and associated events, which may include textual, audio or visual representations.

ArtPrize will acknowledge the Artist and Entry title when such information, imagery and documentation is used by ArtPrize as described above. By uploading images, Artist acknowledges and agrees to authorization for use under these terms and no future permissions will need to be given for the images' future use.

For clarification, if documentation of the Entry includes photographs taken by someone other than the Artist, the Artist represents and warrants that the Artist has all of the rights necessary to use those images and the right to authorize ArtPrize to use them now and in the future. The Artist must also provide necessary accurate photo credits to ArtPrize.

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 further reserves the right to transfer its rights and terms for usage as defined here to its marketing and affiliate partners Experience Grand Rapids, Downtown Grand Rapids inc, Kendall College of Art and Design, the City of Grand Rapids, and Michigan Economic Development Corporation, Travel Michigan.

9. RIGHT TO REJECT

ArtPrize may reject or disqualify an Entry at any time, including once on display at the Event, and for any reason. Reasons for rejection or disqualification may include, but are not limited to, alleged infringement of intellectual property rights, concerns with regard to human rights, animal rights, or public safety, or ArtPrize's determination that any persons or animals were harmed in the production of such Entry. 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.

10. WARRANTIES AND LIABILITY

ARTPRIZE MAKES NO WARRANTY WHATSOEVER RELATING TO THE VENUE, THE HOSTING AGREEMENT OR ANY OTHER ASPECT OF THE EVENT. ARTPRIZE BEARS NO LIABILITY TO THE ARTIST OR RELATING TO THE ENTRY, INCLUDING THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY ENTRY, 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 THE EVENT, ARTIST AGREES THAT ARTPRIZE AND ITS RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES ("AFFILIATES") HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RELATING TO OR ARISING FROM THE ARTPRIZE EVENT, INCLUDING ANY AGREEMENTS, COMMUNICATIONS, TRANSACTIONS, INTERACTIONS DISPUTES OR ANY RELATIONS WHATSOEVER BETWEEN ARTIST, ANY POTENTIAL BUYERS, VENUES OR ANY OTHER PERSON OR ORGANIZATION, WHETHER CAUSED BY ARTPRIZE, THE VENUE, VISITORS, OR

OTHERWISE. ARTPRIZE IS NOT RESPONSIBLE FOR INACCURATE, FRAUDULENT, INCOMPLETE, ILLEGIBLE, TAMPERED WITH, MISDIRECTED, LATE OR STOLEN ENTRIES OR TRANSMISSIONS, OR PROBLEMS OF ANY KIND WHETHER MECHANICAL, HUMAN OR ELECTRONIC. THE ARTIST AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ARTPRIZE AND ITS AFFILIATES 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 OR ITS AFFILIATES BASED UPON OR ARISING OUT OF THE ENTRY, ARTIST'S PARTICIPATION IN THE EVENT, ANY MATERIALS ARTIST MAKES AVAILABLE TO ARTPRIZE PURSUANT TO SECTION 8, OR ANY OTHER CLAIM OR DEMAND RELATING TO THE EVENT, INCLUDING ANY INFRINGEMENT CLAIM OR ANY CLAIM THAT ARTIST FAILED TO COMPLY WITH ANY COVID-19 GUIDELINES (AS DESCRIBED BELOW).

The parties acknowledge that there are inherent health or safety risks related to visiting any spaces where other people are present. As between Artist and ArtPrize, Artist agrees to follow all precautions that may be required by any Michigan Department of Health and Human Services order, as well as all other applicable federal, state or local orders, guidelines, rules, and recommendations while participating in ArtPrize. Artist agrees that ArtPrize has no responsibility for any risk of COVID-19 exposure at ArtPrize. Artists shall indemnify and hold ArtPrize harmless (as described above) for any loss, injury, or claim resulting from someone visiting or being exposed to an infectious disease (including, COVID-19) while at Artprize.

11. PRIZES AND WINNER SELECTION

Prizes will be awarded by ArtPrize as described on the ArtPrize website, <http://www.artprize.org>. The prizes will be awarded in a lump sum to the Artist in whose name the Entry was submitted. Prizes for an Entry from a Collaborative Group will be paid either to the Collaborative Artist who created the account and submitted the registration associated with the Entry ("Account Holder"), or divided among the Collaborative Artists, at the Account Holder's discretion. Winners can be both public-determined and/or selected by jurors appointed by ArtPrize, at its sole discretion. Additional details regarding prizes and selection criteria will be made available on the ArtPrize website prior to commencement of the Event. Names of winning Artists will be available on the ArtPrize website. Winning Artists will be notified on or about October 1, 2023, by email, at their email address provided to ArtPrize at the time of registration. Winners will be required to sign and return a notarized Winner's Affidavit of Eligibility and Release Form to be provided by ArtPrize ("Affidavit"). In the event of noncompliance, including the winning Artist's failure to complete the Affidavit before December 31, 2023, the winning Artist will be deemed to have forfeited the prize and ArtPrize may award the prize to an alternate Artist. All federal,

state and local taxes are the sole responsibility of the winner. By accepting a prize, the winning Artist 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.

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 further reserves the right to transfer its rights and terms for usage as defined here to its marketing and affiliate partners Experience Grand Rapids, Downtown Grand Rapids inc, Kendall College of Art and Design, the City of Grand Rapids, and Michigan Economic Development Corporation, Travel Michigan.

12. GRAND PRIZE WINNERS LOAN AND REPRODUCTION RIGHTS

Artists that win a grand prize will be subject to the following additional rules: ArtPrize will have the option to retain the grand prize winning Entry on loan from the winning Artist(s) for the purpose of continued public display for one year following the closing day of the Event. All grand prize winning Artist(s) will each be required to sign and return a Copyright Authorization giving ArtPrize non-exclusive access to all underlying copyrights in and to the Entry, including the specific authority to make derivative works relating to the Entry.

13. GENERAL

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 obligations of each Collaborative Artist are joint and several. 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, Rules, selection and announcement of the winner and distribution of the prizes. ArtPrize reserves the right to terminate or amend the Event, including but not limited to any voting or prize rules, in whole or in part, at any time without notice, if any factor interferes with its conduct as contemplated by these Rules. In case of dispute, an Entry will be declared made by the authorized account holder of the email address submitted at the time of Entry. "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. All federal, state and local laws and regulations apply. ArtPrize and this Agreement will be construed and evaluated according to Michigan law. 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. View the ArtPrize [privacy policy](#) for more information. ArtPrize may have any additions/changes/amendments to these Rules posted to the ArtPrize website (www.artprize.org) by close of business on September 1, 2023. Artist hereby agrees to comply with any additions, changes, or amendments made by ArtPrize to these Rules as posted to the ArtPrize website.
