

# DIGITALART4CLIMATE ART COMPETITION TERMS & CONDITIONS

NO PURCHASE IS NECESSARY TO ENTER THE ART COMPETITION OR WIN. ENTRY IN THE ART COMPETITION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL TERMS AND CONDITIONS. VOID WHERE PROHIBITED.

## **BINDING THE AGREEMENT**

In order to apply to DigitalArt4Climate Art Competition, you must agree to the Art Competition Terms and Conditions. Please read these Terms and Conditions carefully prior to your application to ensure you understand and agree to our rules of engagement. You agree that submission of any and all entries during the application process to the Art Competition constitutes an agreement to these Terms and Conditions. You may not apply and are not eligible for the Art Competition rewarding system described in these Terms and Conditions unless you agree to them. These Art Competition Terms and Conditions form a binding legal agreement between you and DigitalArt4Climate with respect to the Art Competition. By entering the Art Competition, you agree to comply with and abide by these Terms and Conditions and the selection methods of the Art Competition judges, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept adjudicated decisions as final and binding as it relates to the content of this Art Competition.

## **ELIGIBILITY**

To be eligible to enter the DigitalArt4Climate Art Competition, an Applicant must: (a) be of age as of the date of entry or to have a legal representative if the Applicant is under 18 years old at the moment of the submission, (b) sign up at the official [Submission](#) page and (c) provide a valid email address. The DigitalArt4Climate Art Competition is open worldwide and void where prohibited by law. The Art Competition is subject to Austrian substantial law and regulation.

## **ART COMPETITION TIMELINES**

DigitalArt4Climate Art Competition submission begins on 12th August 2021 at 8 pm CET and ends on 28 October 2021 at 12 pm CET (the "Art Competition Period"). Applications submitted before or after the Entry Period will not be eligible. All dates are subject to change. All applications must be sent through the official **Submission** form by the 28 of October 2021 ("Submission Deadline") in order for the application to the Art Competition to be received as valid.

On 1st of November at 8 pm CET starts the public voting for the selected pieces of the COP26 collection in order to choose 4 winners.

The selected Artworks which enter the public voting of the Art Competition and the COP26 collection in order to receive the monetary prizes. Artists must provide sufficient information and/or tax forms to receive the monetary award. On the 11 November 2021 the winners will be celebrated on the exhibition in the context of the United Nations Climate Conference COP26 in Glasgow, UK and accompanied by satellite events and resource mobilization campaigns, led by local communities and youth groups in different places around the globe.

The selected Artworks will automatically enter the future NFT auctions (aprox July 2022) and will receive a share of 15 % of the net revenues or gross proceeds from the auction (NFT sales) on the primary market. These 15% from the sale of NFTs must be claimed by the artists within 14 (fourteen) days from the time the notification of the results of the auction was sent.

Artists whose Artwork will be shortlisted for the Art Competition by the curators, but who do not make it into the initial DigitalArt4Climate COP26 collection, will nevertheless have the opportunity to have prime-access to the DigitalArt4Climate NFT marketplace platform during its first months live (starting from July, 2022).

## **SPONSOR**

The Organizer and Sponsor of this DigitalArt4Climate Art Competition is the UN accredited civil society organization International Association for the Advancement of Innovative Approaches to Global Challenges IAAI GloCha organised under the laws of Austria. DigitalArt4Climate organizes the public voting for the selected artworks and will be offering

services on the NFT marketplace (starting from July 2022) empowering creators, collectors, curators, and communities to take a climate change action opening up a socio-technological innovation space which helps to unlock extraordinary potential for resource mobilization and climate empowerment.

## **HOW TO APPLY**

Applicants are invited to apply for the DigitalArt4Climate by submitting a form using the online form provided at the official [Submission](#) form. The application must fulfil all requirements provided in the instructions on the form. Applications that are incomplete or do not adhere to the rules or specifications of the Art Competition may be disqualified at the sole discretion of DigitalArt4Climate. You must provide the information requested. You may not apply more than once or use multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent these terms and conditions of the Art Competition, your application may be disqualified at the sole discretion of the DigitalArt4Climate.

## **LIMIT TO THREE (3) ENTRIES PER APPLICANT**

In case of a fraudulent or multiple application on behalf of one individual, any and all subsequent application may be disqualified. Machine or computer-generated mass applications will be disqualified. To be considered for the Art Competition, applications must be: (i) complete (as determined above); (ii) received by the 28th of October 2021; and (iii) in English (unless otherwise specified). Any application not meeting the aforementioned criteria will be disqualified. DigitalArt4Climate accepts no responsibility for lost, delayed, damaged, defaced, or mislaid applications, however caused. Proof of submitting the form and an artwork does not constitute proof of applications. All applications will be deemed made by the Applicant submitted at the time of typeform completion.

## **DIGITALART4CLIMATE REQUIREMENTS**

The Applicants and their applications to this Art Competition have to meet the following criteria ("DigitalArt4Climate Requirements"):

- The Applicants must be 18 years of age minimum at the time of submission or have a legal representative in case the Applicants are under 18 years of age at the time of submission.
- The Artworks must not be derogatory, offensive, threatening, defamatory, disparaging, libellous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person or otherwise does not comply with the theme and spirit of the Art Competition.
- The Artworks must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations including the laws or regulations in any state where the Art Competition and supporting statements and artworks are created.
- The Artworks must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, representation of characters indicating sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Art Competition, as determined by Organizer, in its sole discretion.
- The Artworks must be original, unpublished and unminted works that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- The Artworks cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- The Applicant's submission is not subject to any actual or threatened litigation or claim.
- The Applicant does not include any disparaging remarks relating to the Organizer or a third party.
- The Applicant's Artwork is submitted in the prescribed form and made available to the Art selection through the channels indicated above.
- During the Art Competition Period, the DigitalArt4Climate team, its agents and the Judges (defined below) will be evaluating the submissions (selecting for the public voting) and supporting Applicant's statements made on social media to ensure that they meet the DigitalArt4Climate Art Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Applicant who submits the application and supporting statements which do not meet the DigitalArt4Climate Art Competition

Requirements. Incomplete applications or applications not complying with these Terms and Conditions are subject to disqualification.

- Artists of the selected artworks for the Art Competition agree to perform at least one round of minor edits with 72 hours' notice.
- After the artwork is submitted to the DigitalArt4Climate, no contestant may thereafter mint the artwork elsewhere as NFT.

The value of awards to individuals is considered taxable income which the artist or his/her legal representative takes charges of independently and individually.

Artists will be rightfully credited as the creators of their artwork. However, DigitalArt4Climate cannot be held responsible for inadvertent or clerical errors committed by third parties in the publishing of the artwork and/or credits for same. Artists shall hold the right to object to the mistreatment of their artwork if such mistreatment is prejudicial to the reputation of the Artist. If the artwork submitted by contestants is materially altered or distorted (reasonable cropping may occur), the Artists reserve their right to demand the withdrawal of the artwork from public use or display.

The submitted files may become limited editions to guarantee scarcity. Each limited Edition NFT will be marked with a unique serial number with protected ownership secured by the blockchain. Artists acknowledge that such marking will not be considered a material alteration to or distortion of the artwork.

Art Competition applicants agree to receive emails, where they can choose to unsubscribe at any time and are aware DigitalArt4Climate team may contact you by email.

## **RIGHTS AND WARRANTIES**

By applying for the DigitalArt4Climate Art Competition and providing your original artwork (e.g., photo, video, text, etc.), you understand and agree that DigitalArt4Climate and anyone else acting on behalf of the DigitalArt4Climate or its respective licensees, successors, affiliates and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the DigitalArt4Climate Campaign, and biographical

information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notices, review, or consent.

By applying for the DigitalArt4Climate Art Competition, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your application and submitted artwork infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the DigitalArt4Climate. If the content of your entry is claimed to constitute an infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless DigitalArt4Climate from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which DigitalArt4Climate may incur, suffer, or be required to pay to arise out of such infringement or suspected infringement of any third party's right.

## **INDEMNIFICATION**

To the maximum extent permitted by law, Applicants indemnify and agree to keep indemnified DigitalArt4Climate at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Applicants agree to defend, indemnify and hold DigitalArt4Climate harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from:

- (i) any submission, statements or other material uploaded or otherwise provided by Applicant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;
- (ii) any misrepresentation made by Applicant in connection with the Art Competition;
- (iii) any non-compliance by Applicant with these Terms and Conditions;

(iv) claims brought by persons or entities other than the parties to these Terms and Conditions arising from or related to Applicant's involvement with the Art Competition;

(v) acceptance, possession, misuse or use of any prize or participation in any Art Competition-related activity or participation in the DigitalArt4Climate Art Competition;

(vi) any malfunction or other problem with the DigitalArt4Climate Site in relation to the entry and participation in the DigitalArt4Climate by Applicant;

(vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Art Competition by Applicant and in the voting process by consumers;

or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Art Competition by Applicant.

## **JUDGING**

The artworks for the Art Competition will be selected by DigitalArt4Climate Judges ("Consortium") and submitted for the public voting. Winners of the Art Competition will be notified via email on 19th of November 2021. All winning Applicants will receive an email from [office@digitalart4climate.space](mailto:office@digitalart4climate.space). DigitalArt4Climate shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 14 (fourteen) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt of the prize offered in the DigitalArt4Climate Campaign by the Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official Terms and Conditions by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as a Winner, and all privileges as winner will be immediately terminated.

You may request a copy of the winners' list. All such requests must be sent within 14 (fourteen) days from the end of the DigitalArt4Climate Art Competition Entry Period.

## **REWARDS**

The Winner(s) of the DigitalArt4Climate Art Competition (the "Winner(s)") will receive the following rewards:

1 Applicant submitting the creative artwork will receive 1500 €

3 Applicants submitting the creative artwork will receive 500 €

All selected participants of the public voting will be evaluated by the DigitalArt4Climate judges. Substitution of the prize or transfer/assignment of the prize to others by the Winner is not permitted. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for the DigitalArt4Climate to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

## **ELIMINATION**

Any false information provided within the context of the Art Competition by Applicant concerning identity, digital currency public address if required, mailing address, email address, ownership of right or non-compliance with these Terms and Conditions or the like may result in the immediate elimination of the Applicant from the Art Competition.

DigitalArt4Climate's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that or any other provision. DigitalArt4Climate reserves the right to disqualify Applicant who violate the Terms and Conditions or interfere with this Art Competition in any manner. If an Applicant is disqualified, DigitalArt4Climate reserves the right to terminate that Applicant's eligibility to participate in the Art Competition.

Any attempt by an Applicant to deliberately damage any website or undermine the legitimate operation of DigitalArt4Climate may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.



## **CHANGES TO THE ART COMPETITION**

If for any reason the DigitalArt4Climate Art Competition is not capable of proceeding as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Art Competition, DigitalArt4Climate reserves the right at its sole discretion to cancel, terminate, modify or suspend the DigitalArt4Climate Art Competition.

## **LIMITATION OF LIABILITY**

By entering the DigitalArt4Climate Art Competition Applicant agrees to release and hold the DigitalArt4Climate and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not by (i) such Applicant's participation in the DigitalArt4Climate Art Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) unauthorised human intervention in any part of the DigitalArt4Climate Art Competition; (iii) electronic or human error in the administration of the DigitalArt4Climate or the processing of entries; (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vi) printing errors; (vii) lost, late, postage due, misdirected, or undeliverable mail.

## **JURISDICTION AND DISPUTES**

These Art Competition Terms and Conditions shall be governed by, subject to, and construed in accordance with the laws of Austria, excluding all conflict of law rules. If any provision(s) of these Terms and Conditions is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Would any dispute arise in connection to the DigitalArt4Climate Art Competition, parties shall aim to resolve such dispute amicably. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims

resulting from or in connection with this Art Competition are hereby excluded, and Applicant expressly waive any and all such rights.

## **PRIVACY**

DigitalArt4Climate Art Competition is powered by the UN accredited civil society organization International Association for the Advancement of Innovative Approaches to Global Challenges IAAI GloCha organised under the laws of Austria. By entering the Art Competition, the artist or his/her legal representative agree on the DigitalArt4Climate [Art Competition Terms and Conditions](#) and the DigitalArt4Climate [Privacy Policy](#).