

ARTS AND MILLENNIUM DEVELOPMENT CONTEST:

VISION 2015: YOUR FUTURE

SUBMISSION DETAILS

1 INTRODUCTION

- 1.1 This Youth Arts Contest is coordinated by TIG Global Gallery and Arts For Global Development, Inc. [Art4Development.Net] in partnership with UN Millennium Campaign (hereinafter referred to as "Our", "Us" and "We").
- 1.2 The following are the full Submission Details for the Arts and Millennium Development Contest: *Vision 2015: Your Future* (the "Arts Contest") and are supplemental to the Website Terms and Conditions and the Privacy Policy.
- 1.3 Please ensure that you read these Submission Details ("Terms and Conditions") carefully since your entry into the Arts Contest is strictly subject to them and they detail the circumstances in which We may be entitled to withhold prizes and disqualify entrants. By submitting an entry for the arts contest, you are indicating your agreement to be bound by these Terms and Conditions.
- 1.4 We reserve the right to cancel or amend these Terms & Conditions at any time without prior notice and by participating in any arts contest subsequent to any revision of Our Terms and Conditions, you agree to be bound by such changes. Any amendments or cancellations will be posted on the websites of the operating parties [gallery.takingitglobal.org; www.art4development.net; www.millenniumcampaign.org] (the "Websites").
- 1.5 We reserve the right to disqualify your entry if we have reasonable grounds to believe that you have breached any of these Terms and Conditions.
- 1.6 In the event of any dispute regarding the Terms and Conditions, conduct, results and all other matters relating to the Arts Contest, Our decision shall be final and no correspondence or discussion shall be entered into.

2 ENTRY REQUIREMENTS

- 2.1 To qualify to enter the Arts Contest you must:
 - (a) be no older than 30 years
 - (b) sign up to TIG as a member (this is free and takes just 5 seconds)
 - (c) comply with all of Terms and Conditions.

ARTS CONTEST FORMAT

- 2.2 The Arts Contest will commence on 01 April 2005 and will close at 6pm on 31 May 2005 (US Eastern time).
- 2.3 Any entries which are received outside the period set out in article 2.2 shall be refused regardless of the reason for delay.
- 2.4 All applications to participate in the Arts contest must be made by correctly completing the official electronic entry form located on [http:// gallery.takingitglobal.org](http://gallery.takingitglobal.org)
- 2.5 All required fields of information must be completed accurately and in full for an entry to be processed and accepted.
- 2.6 We shall have sole discretion regarding acceptance of your entry.
- 2.7 The winner of the Arts Contest will be announced in June 2005, (or such other date as We may post on the Website from time to time) and published on the Websites.

3 ARTS CONTEST ENTRY DETAILS

At the United Nations Millennium Summit in 2000, 189 Heads of Government promised to end poverty by 2015. They signed the Millennium Declaration, promising to “free men, women and children from the dehumanizing conditions of extreme poverty,” committing developed and developing countries alike to eight Millennium Development Goals (MDGs). The MDGs call for a global partnership to address the most critical issues of our time. The Arts Contest aims to further the creation and practice of any type and style of Arts in promoting the ideals of these goals, educating, inspiring, and encouraging citizens around the world in their efforts to hold their governments accountable for the promises they made at the Millennium Summit.

The objective is also to learn young artists’ perspectives/interpretation of these vital issues, how they envision the world, their world, their community in 2015! Artists are encouraged to emphasize their hopes, fears, anxieties, challenges, goals, and dreams in their artworks.

- 3.1 Before making your entry, We recommend you to read the contest blurb and access the [Millennium Campaign](#) site for background, facts and figures which should assist you.
- 3.2 Your artwork should promote the Millennium Development Goals, whether they are HIV/AIDS, poverty, education, or sustainable development on local and global agenda; and direct audiences including general public and funding/policy decision-makers to think, inspire, and act!
- 3.3 Your artwork must be original and created within the past two (2) years.
- 3.4 Your artwork must be submitted electronically via the [TIG Website](#) in either jpeg or gif format or flash with files in maximum 600 x 800 pixels. Other artwork medium/ formats may be submitted to the contact details provided below. Writings (poetry) can be submitted to [Panorama](#); though please note they are not part of the contest but are eligible for the exhibition and publication.

- 3.5 ALL media can be submitted online as long as they are in formats mentioned above in article 3.5. E.g.: Photography, cartoon, 3 minute digimusic, 1 minute video, mixed-media artwork, and more.
- 3.6 You may be contacted by Us and required to present additional information or email files of sizes greater than those set out in article 3.3. This additional information or files may be included for the final round of deliberation by the Panel of Judges as We may determine.
- 3.7 You, if selected by the Panel of Judges as the Winning artwork must be capable of transporting your original artwork into the intended arts exhibition site or any other location required by Us.

4 PRIZES

- 4.1 A "Panel of Judges", consists of individuals from TIG/Global Gallery and Arts For Global Development, Inc will consider entries which are received within the period set out in article 2.2 and determine the winning artworks along/in coherence with the TIG online voting system in place.
- 4.2 The decision of the Panel of Judges will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision by the panel or Us.
- 4.3 There will be prizes for the arts contest which shall compromise:
- (a) Certificates provided by Us
 - (b) TIG promo pack
 - (c) UN Campaign Kit
 - (d) Art4Development.Net CreativeChange Set
 - (e) Online Arts Exhibition hosted by Global Gallery and Art4Development.Net
 - (f) Inclusion in the intended (e)-publication on 'Arts and MDGs' and within the travelling exhibition organized by Global Gallery and Art4Development.Net
- 4.4 We shall have the right to decide on and substitute the prizes being offered for alternative prizes without notice.
- 4.5 The prize is awarded at our discretion and no prize will be awarded as a result of improper actions by or on behalf of any entrant.
- 4.6 If you are selected by the Panel of Judges and the majority of the online voters as the winner, we shall notify you by email and/or post at the address provided in your entry and if you fail to acknowledge such notification within 15 days from the date of the notification, then we shall be entitled to withdraw your right to the prize, and continue to develop the creative entry to

final artwork and use the artwork or We shall be entitled to withdraw Your right to the prize and the Panel of Judges shall have the right to select an alternative winner.

5 WINNERS

- 5.1 The names of winners of the Arts contest are published on the Websites and any other website operated by Us and other members of Our group.
- 5.2 You may be requested to provide evidence to Us that you have complied with these Terms and Conditions before being declared the winner.
- 5.3 If you win the Arts Contest you agree, at Our request, to take part in any publicity or promotional activity as we see fit and you consent to allow Us to use your name and/or image and winning artwork (image) in such promotional materials and manner as We see fit whether now or at any time in the future, anywhere in the world and in any media (including without limitation on any websites). For the avoidance of doubt We will be able to use your artwork for such purposes at no cost to Us.

6 INTELLECTUAL PROPERTY

- 6.1 For the purposes of these Terms and Conditions the term "Intellectual Property Rights" means patents, trade marks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.
- 6.2 In consideration of Us agreeing to consider your entry to the arts contest, you hereby grants to Us an non-exclusive, perpetual, irrevocable and royalty free worldwide licence in the Intellectual Property contained in your entry. This includes the right for Us sublicense such Intellectual Property and use your entry in whatever way We see fit, i.e., utilizing in accord with our cause and mission.
- 6.3 You waive all, and will not assert at any point in the future any, moral rights and other similar rights throughout the world in relations to your entry.
- 6.4 You warrant, represent and undertake that you own or have a sufficient licence to use all Intellectual Property Rights in any materials you submit in relation to the arts contest. You hereby warrant that the information and material which you submit will not infringe the Intellectual Property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, We reserve the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.
- 6.5 You shall fully indemnify and keep Us fully indemnified against any and all actions, costs, claims, demands, expenses, (including legal fees), liabilities, losses and proceedings in connection with a breach of this article 6 by you or any claim by a third party that the use or possession of the entry by Us infringes the Intellectual Property Rights of that third party.

7 LIMITATION OF LIABILITY

7.1 Nothing in these Terms and Conditions shall exclude or limit Our liability:

- (a) for death or personal injury resulting from Our negligence;
- (b) for fraudulent misrepresentation; or
- (c) to the extent that liability cannot by law be excluded or limited.

7.2 Subject always to article 7.1:

- (a) the Arts Contest is provided on an "as is" and "as available" basis without any representation or endorsement. All warranties, conditions and guarantees relating to the Arts Contest by Us or on Our behalf, whether express or implied by law, statute, course of dealing or otherwise, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness are excluded to the maximum extent permitted by law; and
- (b) We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Arts Contest for:
 - (i) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
 - (ii) any loss of goodwill or reputation;
 - (iii) any loss of chance or disappointment suffered; or
 - (iv) any special or indirect or consequential losses.

7.3 Although We have made all reasonable efforts to ensure that the Website is free from viruses and other damaging components, we cannot guarantee this. Neither can We guarantee that use of the Website will be uninterrupted, timely, secure and / or error-free. We are not responsible for any problems or technical malfunctions of any telephone network or lines, computer or on-line systems, servers, or providers, computer equipment, software failure or any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof. The exclusion set out in this paragraph shall apply even in the event that the loss or damage suffered by you was or should have been foreseen by Us and / or you told Us of the risk of you suffering the loss or damage in question.

7.4 We will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of failure by us to deliver the arts contest (including, but not limited to, as a result of a server failure), including but not limited to access delays or interruptions, data non-delivery or mis-delivery, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking.

7.5 We are not responsible for any websites which you may visit via hyperlinks provided on the Website and you visit and carry out transactions on such websites entirely at your own risk.

8 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

- 8.1 You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses, demands or costs incurred by Us due to your misuse of the Website, the Arts Contest or any breach by you of Our Terms and Conditions.
- 8.2 Nothing contained in Our Terms and Conditions shall affect any statutory rights which you may be entitled to as a consumer.

9 YOUR DATA

- 9.1 You personal data will be used solely in accordance with the current contest terms and conditions and will not be shared with third parties without your consent.

10 ENQUIRIES

- 10.1 For all enquiries, comments, feedback or further information please contact

TIG Global Gallery:

Email: info@takingitglobal.org
Postal: 19 Duncan Street, Suite 505
Toronto, Ontario M5H 3H1
Canada

or

Art4Development.Net CreativeChange Arts Contest Associate:

Email: info@art4development.net
Postal: PO Box 5804
Bethesda, MD 20824
USA