

ECO'ARTS 2006

by Arts For Global Development, Inc.

SUBMISSION DETAILS

1 INTRODUCTION

1.1 This 'eco-arts' project is coordinated by Arts For Global Development, Inc. [Art4Development.Net] (hereinafter referred to as "Our", "Us" and "We").

1.2 The following are the full Submission Details for the 'eco-arts' project: (the "eco-arts") 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 eco-arts is strictly subject to them and they detail the circumstances in which We may be entitled to withhold privileges and disqualify entrants. By submitting an entry for the eco-arts, 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 party www.art4development.net (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 eco-arts, Our decision shall be final and no correspondence or discussion shall be entered into.

2 ENTRY REQUIREMENTS AND DETAILS

2.1 To qualify to enter the eco-arts:

Your artwork should focus, highlight, or depict environmental concerns like water, deforestation, erosion, global warming, urbanization, ...and/or the impact it has on human lives such as poverty, lack of drinking water and access to sanitation,...

2.2 The artworks can be illustrations, photography, paintings, caricatures, ...

2.3 The call for eco-arts project entries will commence on 03 May 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 eco'arts must be made by correctly completing the official entry form located on [http:// www.art4development.net/home.html](http://www.art4development.net/home.html) under eco-arts page

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 Your artwork must be original and created within the past two (2) years.

2.8 Your artwork must be submitted electronically in either jpeg format 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 as well.

2.9 You may be contacted by Us and required to present additional information or email files of sizes greater than those set out in article 2.8.

2.1.1 Call is open to members of Art4Development.Net E-Community. To become a member please send an email to art4development-subscribe@yahogroups.com while briefly introducing yourself. Your contact details will be kept confidential and not shared with third parties.

2.1.2. Art4Development.Net E-Community is the online group of Arts For Global Development, Inc. (including *cultural ministries, scholars, NGOs, think tanks, artists, artisans, art centers and councils, international development agencies, freelance development consultants, museums, galleries, ..., currently from 80 countries*) and collaboratively provides weekly digests with news, discussion topics, and announcements on arts and development related issues like arts in community development, youth empowerment, health, conflict resolution, human-rights, prevention of HIV/AIDs, gender, poverty reduction, sustainable development, cultural preservation, and more.

3. PROJECT PARTICIPATION PRIVILEGE

3.1 The submitted images will be

- displayed (in collage format) at the WED celebration event in Washington DC, USA;
- exhibited online on Art4Development.Net website; and
- published in the next issue of art'ishake e-zine!

3.2 We shall have the right to decide on and substitute the privileges being offered for alternative opportunities without notice.

3.3 The privilege is awarded at our discretion and no privilege will be awarded as a result of improper actions by or on behalf of any entrant.

4. INTELLECTUAL PROPERTY

4.1 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.

4.2 In consideration of Us agreeing to consider your entry to the eco'arts project, 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.

4.3 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.

4.4 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.

4.5 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 4 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.

5. LIMITATION OF LIABILITY

5.1 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.

5.2 Subject always to article 5.1:

(a) the eco'arts project is provided on an "as is" and "as available" basis without any representation or endorsement. All warranties, conditions and guarantees relating to the eco'arts 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 eco'arts 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.

5.3 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.

5.4 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 eco'arts (including, but not limited to, as a result of a server failure), including but not limited to access delays or interruptions, data nondelivery or mis-delivery, war or terrorism, breaches of security or unauthorized use of personal data arising from hacking.

5.5 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.

6. YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

6.1 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 eco'arts or any breach by you of Our Terms and Conditions.

6.2 Nothing contained in Our Terms and Conditions shall affect any statutory rights which you may be entitled to as a consumer.

7 YOUR DATA

7.1 Your 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.

8 ENQUIRIES

8.1 For all enquiries, comments, feedback or further information please contact

Art4Development.Net ECO'ARTS Project Associate:
Email: info@art4development.net
Postal: PO Box 5892

Bethesda, MD 20824
USA
URL: www.art4development.net

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