



ENDANGERED Fine Art & Photography Contest

CONTEST RULES

SPONSOR

The Sponsor is ENDANGERED: Art4Apes, PO Box 807, Sag Harbor, NY 11963, USA ("Sponsor").

All donations and proceeds go directly to the Center for Great Apes, a US IRS designated 501(c)(3) charitable organization providing a permanent sanctuary for great apes in need of lifetime care.

The Center for Great Apes is solely the beneficiary of the funds from this Contest; it has no role in the organization, management or conduct of this contest. The Center for Great Apes cannot be held responsible for any issue relating to this Contest. All queries should be directed to lindsey@art4apes.com

TERM

The ENDANGERED Fine Art & Photography Contest begins March 1st, 2017 at 09:00 a.m. US Eastern Daylight Time ("EDT") and ends October 8th, 2017, at midnight. PST (the "Contest")

Information on how to enter and contest prizes form part of these official rules (the "Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill-based contest and chance plays no part in the determination of winners.

WHO MAY ENTER

Contest is open only to individuals who do NOT reside in Cuba, Iran, North Korea, Sudan or Syria. The organizers of the Contest are not eligible.

THE CONTEST IS VOID IN CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA AND WHERE PROHIBITED.

Note: The Site makes no representations or warranties, implicit or explicit, as to your legal right to participate in any tournament offered on the Site. You are subject to all laws of the state, province and/or country in which you reside and from which you access the Site and are solely responsible for obeying those laws. You agree the Site cannot be held liable, if laws applicable to you restrict or prohibit your participation.

HOW TO ENTER

Each entry consists of: an entry form and up to two artworks submitted for consideration via [Juried Art Services](#) and an entry donation. Each entrant may submit multiple entries providing the entry process is followed for each entry (including payment of the entry donation for up to 2 art pieces). The entry process is as follows:

1. Artwork

Each entry shall be a reflection on; representation of or other interpretation of "ENDANGERED" as it applies to animal or plant species, the environment, ecosystem or natural world. This may include:

- Celebration of the beauty of Endangered or Threatened Species/habitats
- Illustration of the threats facing Endangered Species/habitats

Species do not have to be formally listed as ENDANGERED in order to be eligible for this contest as long as an element of threat to survival exists.

The Categories for entries (the "Categories") are:

Fine Art (including Sculpture, Jewelry and Wearable Art)

Fine Art Photography

Young Artists (see details later)

There is no limit on the number of entries per person. Each entry must comply with the following requirements (the "Artwork Requirements"):

Fine Art can be in any two or three-dimensional medium, **including jewelry and wearable art** but must be submitted in digital format.

Photographs must be in digital format. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. Image manipulation IS acceptable.

All image files must meet the requirements of the Juried Art Services system. They must be in JPEG format, and must be between 1400 pixels and 4000 pixels longest dimension at 300PPI. Only online entries will be eligible.

Artwork and photographs may have been created any time previously.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; entrants must be prepared to provide a release form as described below in "Releases."

When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

Each piece of art (the "Artwork"), in its entirety, must be a single work of original material created by the Contest entrant or an acknowledged collaborator. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted Artwork is an original work created solely by the entrant, that it does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the Artwork.

The Artwork must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

In line with the ethical principles of the Contest, we cannot accept or exhibit entries that contain the skin, hide or any other part of an animal. Humanely collected feathers (i.e. those collected after a natural moult) or found bones are acceptable. Please contact lindsey@art4apes.com with any questions concerning the eligibility of a piece.

Each artwork should be accompanied by a **brief** description, with a title, and, if a photograph, should include sufficient information to convey the circumstances in which it was taken. Disguising or misrepresenting the origin of your content is cause for disqualification.

Watermarks are not acceptable and any watermarked entry will be disqualified.

If Artwork is disqualified after entry for non-compliance with the rules the entry donation is not refunded.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below. Sponsor reserves the right to examine the original artwork/image in order to confirm compliance with these rules.

2. Entry Form

Complete an [online entry form](#) with the required information, including your name, address, telephone number, email address, artwork caption along with the digital image files of the artwork relating to the entry. You may include images of two pieces of work (in the same category) with each entry. Please make your online donation **of**

\$35 for two images (i.e. two separate pieces of art or photography) to the Center for Great Apes as directed via the Juried Art Services website. (**For Young Artists, \$5 per single image.**)

3. Entry Donation

The entry donation is US\$35 for 2 entries (US\$5 for one entry for Young Artists) and must be paid as an online donation to the Center for Great Apes via the Juried Art Services website.

Credit cards and PayPal are accepted for worldwide entries. **Please contact lindsey@art4apes.com to resolve any difficulties with payment.**

Young Artists entry fee is US\$5 per single image, please check the Young Artists entry box under "Categories". Please contact lindsey@art4apes.com if there are any problems with online payment.

All entry "fees" are, in fact, donations and go directly to the Center for Great Apes, a US IRS designated 501(c)(3) charitable organization providing a permanent sanctuary for great apes in need of lifetime care.

RELEASES

COPYRIGHT ON THE ARTWORK REMAINS WITH THE ARTIST.

If the artwork contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the artwork, the entrant is responsible for obtaining, prior to submission of the artwork, any and all [releases](#) and [consents](#) necessary to permit the exhibition and use of the artwork in the manner set forth in these Official Rules without additional compensation. If any person appearing in any artwork is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each [release](#).

Upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed [release](#) from all persons who appear in the artwork submitted, and/or from the owner of any material that appears in the entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such [releases](#) upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed written [license](#) from

the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All [releases](#) must be in the form provided by Sponsor. Failure to provide such [releases](#) upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed written [license](#) from the owner of any private property included in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such [releases](#) upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five (5) business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

CONTEST PRIZES AND EXHIBITION

The First Place winner in each Category will receive US\$1,500, and his/her winning artwork will be offered a place in the ENDANGERED: Art for Apes exhibition around Art Basel week.

The Second Place winner in each Category will receive US\$1,000, and his/her winning artwork will be offered a place in the ENDANGERED: Art for Apes exhibition around Art Basel week.

The Third Place winner in each Category will receive US\$750, and his/her winning artwork will be offered a place in the ENDANGERED: Art for Apes exhibition around Art Basel week.

In addition, a selection of entries of particular merit will be offered a place in the ENDANGERED: Art for Apes exhibition around Art Basel week.

Please note that exhibition space is limited and it may not be possible to accommodate very large pieces of art ie greater than 6 feet x 5 feet.

NONCOMPLIANCE WITH RULES OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE WINNER.

Artists are advised to keep their contact details up to date on the Juried Art Services website.

No prize transfer, assignment, or substitution by winners is permitted.

JUDGING

Contest consists of a juried assessment based on the following criteria ("Judging Criteria"):

1. Creativity
2. Success in reflecting the theme of "ENDANGERED"
3. Artistic skill/Photographic quality/Technique

Judges will collectively select a First, Second and Third Place Winner in each Category based on the Judging Criteria.

In the event of a tie in the first round judging of the Contest, an independent judge will re-judge the tied entries. In the event that a tie remains after re-judging, the tied entries will be considered equal winners and the prize money will be divided equally among them.

Winners will be notified by email by November 3rd, 2017. Decisions of the judges are final and binding.

EXHIBITION

Winning entries plus an invited selection of other entries of significant merit will be exhibited during Art Week, December 6th-9th, in Miami. Pieces will be invited for exhibition based on a combination of merit and fit within a curated exhibition.

Letters offering places in the exhibition will be posted to the entrant's Juried Art Services account by November 3rd, 2017. We operate a wait list and offer places, should they become available, to those on the wait list.

Artwork exhibited may be offered for sale, if the artist wishes, and it is up to the artist to determine the price at which it will be offered. All sales are subject to Florida sales tax and a 30% "commission" which will be paid as a donation to the Center for Great Apes. Art that remains unsold at the end of the exhibition may be:

- a. Returned to the artist at the artist's expense.
- b. Offered a place in future exhibitions with proceeds to the artist less sales tax, shipping costs and 30% donation to the Center for Great Apes.
- c. Donated to the Center for Great Apes for exhibition and/or sale at a later stage.

Artwork remaining unclaimed with no arrangements for disposal 6 months after the

closure of the exhibition will be treated as a donation to the Center for Great Apes and may be sold or disposed of.

Artwork is shipped solely at the artist's risk. The organizers cannot accept any responsibility for items damaged in shipping and handling. We strongly recommend careful packing with particular attention to corners and any glass. Please consider taking out insurance and tracking the shipping of Artwork.

There will be an opportunity to hand-deliver Artwork for the exhibition.

Details of where to send Artwork selected for exhibition will be sent to successful entrants as soon as possible in November. Letters will be placed in your Juried Art Services account so please check this regularly.

Whilst we take great care with the artwork, all work is exhibited at the artist's risk, we cannot be responsible for loss or damage during the exhibition or during shipping and handling.

LICENSE

Copyright remains with the artist. By entering the Contest, all entrants agree to having their work published on social media and the art4apes website with their name, title of piece and All Rights Reserved.

Submitted images may be used, with permission of the artist, to promote this and future contests and exhibitions. The artist's name will always be credited.

Entrants agree that Authorized Parties may reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest and any future Contests, in any media now or hereafter known, including, but not limited to: Display at potential exhibitions of entries and/or winners; publication of a book featuring select entries in the Contest; publication in any magazine or online blog or website highlighting entries or winners of the Contest.

Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner or offered a place in the exhibition. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless

the volunteers and staff associated with the Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, representatives and staff of the Center for Great Apes from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

In the case of entrants who are Australian or U.K. residents, the preceding two clauses do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian or U.K. statute or cause any part of these Official Rules to be void.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the District of Columbia and the forum for any dispute shall be in the District of Columbia, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the artwork/photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prizewinners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification

as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs, and will return the fees submitted with each entry.

WINNERS LIST

Winners' names will be available online after November 4th, 2017. Please check your Juried Art Services account to see if you have been awarded a place in the exhibition and check our Facebook page <https://www.facebook.com/art4apes> to see the prize-winning entries.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to ENDANGERED: Art4Apes, PO Box 807, Sag Harbor, NY 11963. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST:

Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by ENDANGERED: Art4Apes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: ENDANGERED: Art4Apes, PO Box 807, Sag Harbor, NY 11963.

YOUNG ARTISTS CONTEST

Young Artists with birthdays on or after October 1st, 1998, are encouraged to enter their work including art, sculpture, wearable art, jewelry and photography in the Young Artist Category.

We will accept individual or class/group entries. Prizes will be awarded to the individual or the class/group accordingly.

Please enter JPEG images of your work through the [Juried Art Services](#) website checking the category Young Artists. Please include the age of the artist.

Please read the contest rules in full on this PDF download. Young Artist entries should be accompanied by a donation of \$5 for each entry that goes directly to the Center for Great Apes.

Cash prizes totaling \$500 will be awarded in the Young Artists Contest. First Prize will receive \$250, Second Prize will receive \$150 and Third Prize will receive \$100.