



ArtsFund Social Impact Study 2017-2018
Official Rules for ArtsFund Social Impact Study Open Call
As of July 12, 2018

In conjunction with their soon-to-be-released **Social Impact Study**, ArtsFund invites artists at all levels of practice and community members to submit finished artwork that creatively illustrates the positive impact arts can have in the following areas:

- **Health and Wellness**
- **Youth and Education**
- **Neighborhood/Community Vitality**

ArtsFund is looking for pieces that will provide an artistic narrative and illustrate how arts and culture matter in King County.

By Submitting to this open call, applicant agrees to these official rules:

HOW TO ENTER:

- Only online entries will be accepted. Applicants must enter by: submitting the online application form, selecting the category for which they are applying and uploading a digital file of the artwork being submitted for consideration.
- The application will be available [here](#) starting July 17, 2018 at 9:00 am PDT, and will close on August 21st at 11:59 pm PDT. All applications must be accompanied by the digital upload of the submitted artwork, and received by August 21st to be considered.
- All artwork entries must be submitted as a digital file. Because the pieces will be printed and/or projected, three-dimensional works cannot be accepted, though high-quality photographs of 3D piece are eligible.
- Limit submission files to 10 MB in JPEG or PNG format. Please name the file LASTNAME_FIRSTNAME_SUBMISSION (*e.g. Jane Smith should name their file SMITH_JANE_SUBMISSION*).
- All applicants should be prepared to be able to send a hi-resolution print-quality replacement file should their entry be among those selected as a winner for the online gallery (600dpi minimum).
- Applicants will receive an email confirmation as notification for receipt of their entry.

AWARDS:

- Up to one applicant in each area (the “winners”) will received a \$1,000 award for the non-exclusive reproduction rights to their submission as outlined below. Winners waive any right to royalties or other compensation arising or related to the use of the submission.
- All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of the award are solely the responsibility of the winner, who may receive an IRS Form 1099 reflecting award value.

- Additional applicants will be selected to have their submission displayed in an online gallery hosted on the ArtsFund website. If selected for the online gallery, Applicant will assign ArtsFund rights to display and promote their selected artwork, story and related aspects of the submission. There is no financial award for inclusion in the gallery.

ELIGIBILITY:

- All applicants must live or work in King County, Washington.
- Applicants must be over the age of 13. If under 18, legal consent must be signed by parent or guardian.
- All submissions must come from a single person (no groups or teams) and be conceived and created by the applicant.
- One (1) entry per category per individual is allowed, for a maximum of three (3) submissions per applicant; applicants may not receive awards in multiple categories.
- Both existing artwork and artwork created specifically in response to this call are eligible; the following must be true for all submissions:
 - Applicant must be the sole creator of the artwork submitted and have full ownership of and rights to the submission;
 - Applicant must have full authority to convey the rights to the submission, and if selected, grant, convey and transfer all right, title and interest to ArtsFund for the submission (the artwork and accompanying submission information) worldwide in perpetuity, in any and all media whether known or hereafter created, without limitation and without further compensation;
 - Applicant attests that submission has not been copied, in whole or in part, from a copyrighted or proprietary work belonging to someone else;
 - The submission must be under no restriction, contractual or otherwise, that would prevent ArtsFund's use of the submission and each submission must be free of any and all liens, encumbrances, and claims of third parties;
 - Applicant acknowledges, agrees, represents and warrants that nothing in the submission infringes upon any copyrights, confidential information, trademarks or other intellectual property belonging to anyone other than the applicant, or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from anyone appearing in any submission or any person or entity with any rights in the entry;
 - The submission does not plagiarize, libel, slander, defame, disparage or otherwise infringe on or violate the rights of any third parties in copyright or otherwise;
 - Modifying, enhancing or altering a third party's preexisting work does not qualify as applicant's original creation.
- ArtsFund welcomes submissions of all art and visual media that can be represented two-dimensionally in print and online. This includes (but is not limited to) paintings, drawings, graphic images, photographs, storyboards, and collage/mixed media.
- Current ArtsFund Board members, Advisory Committee members, employees, and the immediate family members of all of the above are not eligible to apply.
- By submitting, all applicants agree that they have read these official rules and agree to abide by and be bound by the terms and conditions herein, and by the decisions of ArtsFund, which shall be final.
- Applicant represents and warrants that all information contained in their submission entry is true and accurate. False and/or deceptive information shall render submissions ineligible.

- Final selection and funding are contingent upon a signed Letter of Agreement between the Applicant and ArtsFund and submission of a W9.

USE OF SUBMISSION:

- By uploading a Submission of Artwork, Applicant agrees that all submissions selected as Winners and/or for inclusion in the online gallery will be made available to the public, including without limitation, posting on the internet. Whether or not the submission is posted on the internet, ArtsFund makes no representation or warranty regarding the confidentiality of any submission.
- By uploading a Submission of Artwork, Applicant agrees that if selected as Winner, they will grant, convey and transfer to ArtsFund and its assigns permission to reproduce, print, publish, display, transmit or otherwise use the artwork and related story (the “submissions”) in any and all of its print or electronic publications related to the Social Impact Study, its publicity, and its findings, as well as in public presentations, including but not restricted to: the report itself, brochures and one-pagers, website entries, online image galleries and/or videos, internet blogs, social media, media and media presentations, news (press) and news releases, print and electronic newsletters, donor materials, and email communications.
- Winners will authorize ArtsFund and its assigns to edit, alter, re-size, crop, copy, exhibit, publish or distribute the submissions for the purposes outlined above. In all instances, the work will be displayed with full attribution.
- Applicants waive the right to inspect or approve the finished product, including written or electronic copy, wherein their submission appears.
- Winning submissions and related materials will become the property of ArtsFund, and applicant will not receive future payment for their use. Applicant shall retain title to the original copy of the artwork.
- Applicant hereby grants ArtsFund and their respective parents, successors, licensees and assigns, the right, but not the obligation, to incorporate the Submission materials. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

SELECTION AND NOTIFICATION:

- A three-member volunteer community panel will make the selection.
- The panel will select three (3) awardees, one in each area, and identify additional entrants for inclusion in the online gallery.
- Artwork will be selected on the basis of the following primary criteria: artistic quality and articulation of the theme. The panel will also consider other information provided in the application.
- All notifications regarding application status will be provided via email. Winners and those selected for inclusion in the online gallery will be notified of the selection panel’s decisions in early September 2018. The results will not otherwise be made public until the release of ArtsFund’s Social Impact Study in October, 2018.
- All properly prepared entries will be viewed and judged. The jurors reserve the right to re-categorize entries.
- The decision of the jurors is final. The jurors will present their decisions to ArtsFund, which has the sole and ultimate discretion on making the selection.
- ArtsFund reserves the right not to select any of the applicants and bears no responsibility if no selections are made.

- ArtsFund reserves the right, in their sole discretion, to cancel, modify, or suspend the Social Impact Study Open Call for any reason.

LIMITATIONS ON LIABILITY & DISPUTES:

- Each Applicant hereby releases, and agrees to defend, indemnify and hold harmless ArtsFund, their assigns, and each of their respective officers, directors, employees, agents and subcontractors (collectively, the “Released Parties”), from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Open Call or the awarding, acceptance, use or misuse of the Award or inclusion in the online gallery. Any and all disputes, claims, and causes of action arising out of or in connection with this Open Call shall be resolved individually, without resort to any form of class action. This Open Call shall be governed by, and construed in accordance with, the internal laws of the State of Washington. In the event of a dispute arising out of this Open Call, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. In all other circumstances, any action or litigation concerning this Open Call shall take place exclusively in the local, state, or federal courts sitting in King County, Washington, and each Applicant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS OPEN CALL. APPLICANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF APPLICANT WHETHER FORESEEABLE OR NOT AND WHETHER BASED UPON NEGLIGENCE OR OTHERWISE.
- To the fullest extent permissible pursuant to applicable law, ArtsFund and its officers, directors, employees, contractors, agents, advisors, subsidiaries, affiliates, licensors and other representatives (“Representatives”) make no express warranties and hereby disclaim all implied warranties including without limitation the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, and/or reliability.
- ArtsFund will not be responsible or liable to Applicant and/or any of Applicant’s representatives for any losses they incur including without limitation under these rules and as the result of Applicant’s participation in the open call.

[Return to the call](#)