

Engage Art Project

Official Entry Agreement

Team # (assigned by EA)

Date

Project type Music Video Visual Art

Entrant Name

Address

City, State, Country, Zip

For contact about your entry:

Email

Phone

By entering a submission (the “Materials”) into the EA Art Competition (the “Competition”), the artist (the “Entrant”) agrees to the conditions in this document (the “Agreement”). This Agreement is the complete understanding and Agreement between Engage Art (EA) at PO Box 7895, Charlotte, NC 28271 and the Entrant:

1. GENERAL AGREEMENT:

The “Entrant” whose name is listed above is entering the Engage Art Project Competition (“Competition”, an art contest for music, visual art and video inspired by Ephesians 6:10-20. By entering, the Entrant agrees to do the things required by this Agreement. A copy of this Agreement can be downloaded from the Engage Art Project website, <http://EngageArt.org> (“The Website”) at <http://EngageArt.org/Agreement>.

2. ENTRANT ELIGIBILITY AND RESPONSIBILITY

- a. Entrant confirms that he/she:
 - i. is not an employee or official of Engage Art
 - ii. is at least age 18
 - iii. has lived in North or South Carolina for at least 6 months in 2018 (including on the date the Entry is submitted).
- b. Teams of any size can enter, as long as:
 - i. the Team designates one primary artist as the Entrant.
 - ii. the Entrant meets the requirements in Paragraph 2.
 - iii. a release is secured from a guardian or parent for the participation of any team member under the age of 18.
- c. The Entrant agrees that he/she will be the primary contact with Engage Art and will:
 - i. sign and abide by this Agreement
 - ii. consider any necessary release forms or other official documents about participating in the Competition, as well as any future exhibits or distribution opportunities.
- d. The Entrant hereby agrees to be entirely responsible for the submitted Materials, including their content, the production and/or reproduction of them, and the safety of themselves and any team member while creating the Materials.

- e. Engage Art reserves the right to bar any team or individuals from the competition and program.

3. WARRANTIES AND REPRESENTATIONS BY ENTRANT

Entrant guarantees that the following are true and will continue to be true for the entire time this Agreement is active (the “Term”).:

- a. Entrant has the full authority and capacity to enter into this Agreement and the legal ability to grant these rights to EA (the “Licensed Rights”).
- b. Entrant is the owner of the Materials and holds all the rights to them.
- c. If Entrant wins a cash prize for their Materials, the Materials will be submitted for registration with the Copyright Office at the US Library of Congress no later than thirty days after the notification of the award.
- d. The Materials are completely original to the Entrant and in no part based on or adapted from any other literary or visual or audio material, dramatic work, motion picture, television production, or other creative work, except the Holy Bible or where permission has been secured from the owners or their representatives to use or adapt the original work for this Competition.
- e. The Materials and the exercise of any Licensed Right will not, during the entire Term:
 - i. defame, hold in a false light, or infringe upon the privacy or publicity or other personal right of any person;
 - ii. infringe on any copyright, trademark, trade secret, or similar property right of any person or agreement with third parties.
- f. Any and all required permissions, releases and clearances have been obtained by Entrant.
- g. The Materials have been produced by Entrant and are free and clear of all liens.
- h. The Entrant gives EA non-exclusive access to all the elements of the Materials, as requested by EA for its tasks and purposes (listed in Paragraph 7 of this Agreement).

4. RELATIONSHIP OF THE PARTIES

- a. The Entrant does not represent EA in any way.
- b. Producing the Materials for the Competition, participating in this Competition, or EA displaying or using the Materials does not make the Entrant a representative for EA.
- c. The Entrant may not use the EA logo or name for marketing or promotion without the written permission of EA. EA will grant these permissions at its sole discretion.
- d. EA is the organizer of the Competition. EA is granted certain Licensed Rights in Paragraph 7 of this Agreement to use the Materials at its, but EA is in no way obligated to use, distribute, or otherwise promote the Materials.

5. CONTENT AND SUBMISSION REQUIREMENTS:

- a. The Entrant understands that this Agreement includes the theme of the competition as well as important aspects of the submission, including the size, length, and format for the Materials. The Entrant agrees to read and abide by these rules. Any Materials that do not follow these requirements may be disqualified, at the discretion of EA.
- b. **Theme**
Music, visual art, and video accepted into this Contest must be informed by a particular set of Bible verses – **Ephesians 6:10-20**. You will have the opportunity to explain how your Materials respond to these verses as part of your submission.
- c. **File Sizes and Formats**

- i. For Original Music
 - 3.5 minutes or less
 - Lyrics drawn directly from scripture will be considered most favorably.
 - Audio only or music video accepted.
 - File formats for music: mp3, mp4, wav, mov, m4a, zip, ogg, aac, flac, aiff,
 - File formats for cover art: jpg, gif, tiff, png, zip, svg
 - ii. For Original Video
 - 7 minutes or less
 - File formats mp4, zip, mov
 - iii. For Original Visual Art
 - Artistic medium, dimensions
 - 1 to 5 photos of each artwork
 - File format pdf, jpg, gif, zip, tiff, png, psd, ai, eps, svg
- d. You may also submit (optional):
- i. a photo of the artist or team, album or movie art
 - ii. purchase price for the original artwork (or a copy of it) from the artist, if those who discover your work through EA would like to contact you to purchase this or other work.
 - iii. pricing for any programs the artist offers to groups or individuals, such as “1-day video workshop for teens” or “live music performance” or “digital album.”
- di. **Original Work.**
The artwork you submit must be your own original work, created only by you and/or your team. It may not be a copy of someone else’s work. It may not include content that anyone else can copyright (except as allowed under the “Fair Use Doctrine”). You alone are responsible for any copyright infringement. EA reserves the right to request proof that your entry is your original artwork created solely by you.
- dii. **Multiple Entries.**
The Entrant may enter as many artworks (“Materials”) as he/she wants to in as many categories as they wish. Each artwork is considered a separate entry. Engage Art reserves the right to cap the number of entries at a future date. There are no restrictions to the number of categories an Entrant can submit work into, the number of pieces they can submit, or the number of prizes they can win. **There are no entry fees.**
- diii. **Submission Deadline.**
For the Engage Art Carolinas Contest in North and South Carolina, artworks may be submitted until midnight Eastern Standard Time on September 30, 2018. No Materials will be accepted past this posted deadline.
- div. **Public Relations.**
Winners agree to cooperate with public relations efforts.
- dv. **Taxes.**
Winners are solely responsible for all international, federal, state, and local taxes.
- dvi. **Void where prohibited by law.**
Entrant agrees to follow all international, federal, state, and local laws.

6. COPYRIGHT

The Entrant/Team retains all copyright to their artwork without exception, but grants Engage Art the non-exclusive permissions in Paragraph 7 of this Agreement.

7. GRANT OF RIGHTS AND LICENSES

By entering this art competition, you grant Engage Art and the organizations it partners with a non-exclusive (you can still use it however you like and give other people permission to use it) perpetual (ongoing, forever) license to reproduce images/audio of your artwork in a variety of formats for a variety of purposes, including on our website, in the EA app, and in publications, to provide these images in digital form to Engage Art hosts to share with the public in educational and ministerial materials, to share with groups/organizations, as well as at festivals and events. Artworks may be included in materials that are given away, and your artwork may be combined with other art, with design, and with text. Artworks will not be used for any other purposes than those stated here without your express permission. If your artwork is used in any of these ways, EA will use its best efforts to credit or attribute your artwork to you. If EA wishes to use your art in a money-making venture, we will negotiate for those rights separately.

EA's intent in securing these rights is to (1) promote, gain exposure for, further advance and to generally support the continuation of the Competition, (2) to promote the visual and performing arts as a pathway to Bible engagement, and (3) to consistently expose a mass audience to visual and performing art based on the Bible. This grant of rights shall in no way obligate EA to exercise the rights it is granted herein.

- a. Entrant grants to EA the non-exclusive right to reproduce, recreate, donate, give away, distribute and/or use copies of the Entrant's Materials in all media, now known or later developed, either packaged individually or as part of an entry compilation offering, throughout the world (the "Territory").
- b. "Copies" in this Agreement is defined to mean all media now known or later developed, both physical media (DVD, Blu-Ray, etc.) and Internet downloads and streaming featuring the Materials.
- c. Entrant grants to EA the right to modify the Materials, to use the Materials or any portion thereof in derivative works, in all media now known or later developed.
- d. Entrant grants to EA the use of any and all media submitted, including but not limited to audio, video, and images, Entrant's behind the scenes footage (shot by Entrant or EA), film, publicity, and still photos, to promote all EA programming and for promotion of Competition and EA goals.
- e. Entrant grants to EA the right to use or sublicense the Materials for news broadcasts and promotional purposes including using them in a television show about the Competition, streaming on the Internet without restriction as to the number of minutes used, the form of media, or the format in which it is presented. Further, Entrant grants to EA the right to give away montages or compilations of entrant competition Materials as part of the EA Program without restriction.
- f. Entrant grants to EA the non-exclusive right to stream any part of all Materials and all promotional media (see 7d) anywhere on the Internet without compensation, to promote the artist and the Competition and EA Program.
- g. In the context of and in keeping with its stated mission, EA may license or assign any or all of the foregoing rights to any third party.

8. ASSIGNMENT OF RIGHTS

- a. If the Entrant assigns any of his/her rights, duties and obligations, whether voluntary or involuntary, or by operation of law, the rights granted to EA in this Agreement will not change, and the Entrant will still be required to provide EA its Licensed Rights.
- b. EA may assign its Licensed Rights to any organization that adheres to its stated goals of illuminating the Word of God through artistic content of all types.

9. PRIZE PAYMENTS

- a. Cash prizes can be paid through Paypal or other commonly used and accepted money transfer applications or by a check mailed to the winners within 14 days of (1) the notification of winning and (2) all applicable paperwork being submitted.

- b. For the Engage Art Carolinas Contest, the following cash prizes will be awarded in each of 3 categories (music, video, visual art) for a total of \$25,500 in cash prizes:
 - i. 1st prize (1) - \$3,500
 - ii. 2nd prize (1) - \$1,700
 - iii. 3rd prize (1) - \$850
 - iv. Runners up (7) - \$350

10. **TERRITORY** The world.

11. **TERM** In perpetuity (forever).

12. **DISQUALIFICATION**

If the Entrant violates any of the warranties or terms in this Agreement, when their violation is discovered, they will:

- a. be automatically disqualified from the competition.
- b. have to forfeit any and all benefits (cash prizes, promotion through the website and distribution program, etc.).

13. **ARBITRATION**

Binding arbitration in Charlotte, North Carolina, will be used to solve any disputes or controversies between EA and the Entrant about this Agreement. The arbitration will be conducted by the rules of the American Arbitration Association (AAA).

14. **INDEMNITY**

- a. The Entrant agrees to indemnify and hold harmless EA, its partners, successors, licensees, contractors, and assigns from any claim or liability, whether actual or potential, which may arise from either the production of the Materials, their use by Entrant, or participation in the contest. The Entrant also agrees that in the event there is any claim against EA, the Entrant will defend EA from any such claim at Entrant's sole cost.
- b. The Entrant further agrees to indemnify EA, its partners, successors, licensees, contractors, and assigns from any losses, damages, liabilities, claims, costs and expenses, including legal fees, arising as a result of any breach of any warranty, undertaking, representation or agreement made or entered into hereunder by Entrant, including, but not limited to Paragraph 3 (REPRESENTATIONS AND WARRANTIES).
- c. EA shall not be liable for any disputes between collaborators arising under or related to the Competition.

15. **NOTICES**

Whenever notices are required to be given under this Agreement, they shall be addressed to the Entrant at the Address on the cover page of this Agreement.

16. **FINAL AGREEMENT**

The parties agree that this Agreement represents the final understanding and agreement between the Entrant and EA and that any oral or written statement or representation is superseded by this Agreement. The Entrant confirms that he/she is entering into this Agreement voluntarily and that EA has made no promises or bribes meant to gain the Entrant's participation that are not represented in this Agreement.

BY SIGNING BELOW, THE ENTRANT CERTIFIES THAT HE/SHE HAS READ THIS AGREEMENT, AGREES TO BE BOUND BY IT, AND AGREES THAT THE DECISIONS OF THE ENGAGE ART JURY SHALL BE FINAL IN ALL RESPECTS.

Entrant Name (Typed)

Date

Team

Entrant's Electronic Signature