

## Official Entry Agreement

In consideration of Entrant's participation in the Engage Art ("EA") Art Competition (the "Competition") by submitting to EA an original work of authorship to be judged in the Competition (the "Work"), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Entrant agrees to the terms and conditions of this Agreement. This document comprises the complete Understanding and Agreement between EA with an address at 13000 S Tryon St, Ste F228, Charlotte, NC 28278 and the Entrant:

1. GENERAL AGREEMENT:

Entrant wishes the Work to be considered in the Engage Art Contest ("Competition"), a faith-based artistic contest. The Entrant hereby agrees to comply with the terms and conditions of this Agreement as a condition of participation. The Official Rules and Regulations are delineated herein and this full Agreement is also available for download from the Engage Art Contest website, <https://EngageArt.org/Agreement> ("The Website").

2. ENTRANT ELIGIBILITY AND RESPONSIBILITY

- a. Entrant hereby affirms that he/she:
  - is not an employee, contractor, or official of EA or any related or affiliated organization; and
  - is at least age 18
- b. Teams, with all individuals meeting the requirements in 2a, may also enter and may consist of any number of individuals. Teams are required to have all individuals agree to the terms and conditions of this Agreement and must designate one primary artist (the "Entrant"). Individual Team members may be under the age of 18, so long as each member has a parent or legal guardian agree on that person's behalf to the terms and conditions of this Agreement.
- c. Entrant agrees that he/she shall be the primary contact with EA and will sign and abide by this Agreement, as well as any other release forms or official documents regarding participation in the Competition and subsequent exhibitions or distribution of the submitted material requested by EA.
- d. The Entrant agrees to assume all responsibility and liability with respect to the Work and the production, distribution, public display and performance and the reproduction thereof.
- e. EA reserves the right, at its sole discretion, to bar any Work, Entrant, team or individuals from the Competition at any time.
- f. Entrant agrees that EA has the sole discretion to award any prizes or designate any winners of the Competition and that any decision of the judges of the Competition shall be final.

### 3. WARRANTIES AND REPRESENTATIONS BY ENTRANT

Entrant warrants and represents that the following are true and correct and will remain so throughout the Agreement Term:

- a. Entrant has the full right, authority and capacity to enter into this Agreement and to grant all of the rights set forth in this Agreement to EA (the "Licensed Rights").
- b. Entrant is the owner of all rights, title and interest in and to the Work and has not assigned, licensed or hypothecated such rights to any other individual or entity.
- c. If Entrant is awarded a cash prize for the Work, and the Work has not been previously registered, Entrant will register, at its sole expense, its claim to copyright in the Work with the U.S. Copyright Office at the US Library of Congress within thirty days of the notification of the award.
- d. The Work is an original work of authorship wholly original to the Entrant and in no part based upon or derivative of any other work including but not limited to any other literary or visual or audio material, dramatic work, motion picture, television production, or other creative work, except the Holy Bible.
- e. The Work and the exercise of any Licensed Right will not during the Term: (1) defame or hold in a false light, or infringe any right of privacy, right of publicity or other personal right of any person; or (2) infringe any copyright, patent, trademark, service mark, trade dress, trade secret, or any other intellectual property right of any person or entity or any agreement with third parties.
- f. Any and all required permissions, releases and clearances relating to the Work have been obtained by Entrant in favor of EA.
- g. The Materials have been solely produced by Entrant and are free and clear of all liens, encumbrances and hypothecations.
- h. Entrant gives EA non-exclusive rights to enable EA to exercise all of the Licensed Rights set forth in this Agreement.

### 4. RELATIONSHIP OF THE PARTIES

- a. Entrant does not become an agent, employee, or representative of EA in any fashion or manner through his/her participation in the Competition, or by use of the Work by EA or grant of the Licensed Rights.
- b. Entrant may not advertise or use the EA logo or name in marketing without the prior written permission of EA, which permission EA may grant at its sole discretion.
- c. EA is the organizer of the Competition. EA is granted certain Licensed Rights herein for use of the Work at its sole discretion, but EA is in no way obligated to exercise the Licensed Rights or use, distribute, or otherwise promote the Work.

### 5. CONTENT AND SUBMISSION REQUIREMENTS:

- a. Entrant understands that this Agreement will govern both the content of the Work as well as all aspects of the submission, including size, length, and format. Entrant agrees to read and abide by these regulations. Any Work that does not conform to these requirements may be disqualified, at the sole discretion of EA.
- b. **Topic/Theme**  
Entries accepted into this Contest must be informed by a particular set of Bible verses, those being the book of Ephesians, chapter 6, verses 10 – 20. Entrant will have the opportunity to explain how its Work responds to these verses as part of its submission.

c. **File Sizes, Formats and What to Submit**

- i. For All Entries
  - Name and Contact Information
  - Permission forms for team members under 18
  - Bio for entrant
  - Artist Statement
  - How this Work connects with the Competition topic
- ii. For Original Visual Art
  - Artistic medium, dimensions
  - 1 to 5 photos of ONE artwork
  - File format pdf, jpg, gif, tiff, png
  - File format for 20-second video, if needed: mp4, mov, m4a
- iii. For Video Arts (Film, Animation, Music Video and Performing Arts)
  - 3 minutes or less
  - File formats for video: mp4, mov, m4a
  - File formats for cover art, posters, etc.: jpg
  - Any music must be original, licensed or otherwise available for this use.
  - Any copyrighted music (or any other copyrighted material) must be accompanied by written permission to use it for this contest from the copyright owner. Any entry using copyrighted material without copyright permission will be disqualified.
  - Credits for team members

d. **Optionally**, Entrant may submit:

- i. a photo of the artist or team
- ii. album or movie poster art; and
- ii. purchase price and contact information (website and/or email address) for purchase of the Work (or a copy of it) from the Entrant, if those who discover the Work through EA would like to contact Entrant to purchase the Work or any other work.
- lii. pricing, description, and contact information for any existing programs the Entrant offers to groups or individuals, such as “1-day video workshop for teens” or “live music performance” or “digital album.”

e. **Original Work.**

The Work Entrant submits must be an original work, created solely by Entrant or Entrant’s team. It may not be a copy of another party’s work. It may not include content that is copyrightable by anyone else. Entrant is solely responsible for any copyright infringement. We reserve the right to request proof that the Work is Entrant’s original Work created solely by Entrant.

f. **Multiple Entries.**

Entrant may enter one (1) work as it wishes in each category as it wishes. Each work is considered a separate entry and Entrant agrees each separate entry shall be governed by the terms and conditions of this Agreement. EA reserves the right, at its sole

discretion, to change the number of entries at a future date. There are no restrictions to the number of categories to which an Entrant can submit or the number of prizes that can be won.

g. **Submission Deadline.**

For the Engage Art 2021-2022 Contest, Works may be submitted from 12:01 am Eastern Daylight Time on April 15, 2021 until midnight Eastern Daylight Time on April 14, 2022. No Works will be accepted past this posted deadline.

h. **Public Relations.**

If Entrant wins the Competition, it agrees to cooperate with EA's public relations efforts, advertising and promotion relating to the Competition. Entrant grants EA the right to use Entrant's name, biographical information, image and likeness in connection with the activities set forth above.

i. **Taxes.**

Winners shall be solely responsible for all international, federal, state, and local taxes.

j. **Compliance with law.**

Entrant agrees to follow all international, federal, state, and local laws, rules and regulations.

k. **Inappropriate / Offensive Material.**

EA will not accept any material using:

- unnecessarily profane, vulgar, offensively graphic, hostile or verbally abusive language.
- any slurs, including those related to race, gender, ethnicity, disability or sexual orientation.
- any images or words intended to incite violence.
- graphic nudity or sexual acts.
- EA is the final arbiter on whether an entry is in violation of this policy and reserves the right to reject any submission, at its sole discretion. If you have any questions or concerns about acceptable material for submission, please contact Engage Art.

6. COPYRIGHT

Entrant retains all rights, title and interest in and to copyright to the Work without exception, but grants EA the non-exclusive Licensed Rights as set forth in this Agreement.

7. GRANT OF RIGHTS AND LICENSES

Entrant grants EA and its licensees and assigns a non-exclusive, royalty free, paid up, perpetual license and right throughout the Territory to reproduce, distribute, create derivative work based upon, publicly perform and display the Work in all formats and in all media whether now known or later developed for any purpose, including on EA's website, in the EA app, in publications, and to provide any images of the Work in digital or other form to EA hosts to distribute, publicly display and perform the Work to the public, to groups and organizations, as well as at festivals and events. Reproductions of the Work may be included in materials that are given away, and may be combined with other art, with design, and with text. EA will use its best efforts to credit or attribute the Work to you. If EA wishes to use the Work in a money-making venture, EA will negotiate for those rights separately.

EA will exercise the above rights to (1) promote, gain exposure for, further advance and to generally support the continuation of the Competition; and (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.

Entrant waives all moral rights whether now existent or created in the future.

Without limiting the foregoing grant, and as part of the Licensed Rights:

- a. Entrant grants EA throughout the Territory the non-exclusive right to reproduce, recreate, donate, give away, distribute and/or use in all media now known or later developed Copies of The Work, either packaged individually or as part of an entry compilation offering.
- b. "Copies" in this Agreement means reproduction in all media now known or later developed, both physical media (DVD, Blu-Ray, etc.) and Internet downloads and streaming.
- c. Entrant grants EA the right to create derivative works from the Work, to reproduce, distribute, publicly perform and display the Work or any portions 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 the Competition and EA's goals.
- e. Entrant grants to EA the right to use or sublicense the Work and Entrant's name, image and likeness for news broadcasts and promotional purposes including 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's submissions of the Work as part of the EA Program without restriction.
- f. Entrant grants to EA the non-exclusive right to stream any part of the Work and all promotional media anywhere on the Internet without compensation, to promote the artist and the Competition and EA Program.
- g. EA may license, sublicense, or assign any or all of the Licensed Rights to any third party at its sole discretion.

#### 8. ASSIGNMENT OF RIGHTS

Any assignment by Entrant of his/her rights, duties and obligations, whether voluntary or involuntary, or by operation of law, shall be subject to the rights granted to EA in this Agreement and shall not operate to relieve or discharge Entrant of any of his/her duties or obligations or deprive EA of any of its Licensed Rights.

#### 9. PRIZE PAYMENTS.

- a. Cash prizes can be paid through bank ACH electronic funds transfer (U.S. domestic) or bank wire electronic funds transfer (international) or by a check mailed to the winners after all applicable paperwork has been submitted.
- b. For the Engage Art 2021-2022 Contest, the following cash prizes will be awarded in each of 2 categories (visual arts, video arts) for a total of US\$60,000 in cash prizes:
  - i. 1<sup>st</sup> prize (1 per category) – US\$15,000

- ii. 2<sup>nd</sup> prize (1 per category) – US\$10,000
- iii. 3<sup>rd</sup> prize (1 per category) – US\$5,000

10. TERRITORY

Anywhere in the world.

11. TERM

The lifetime of the Entrant plus seventy (70) years.

12. DISQUALIFICATION

Should Entrant violate any of the warranties expressed herein, upon discovery it shall be automatically disqualified from the competition and subject to forfeiture of any and all benefits received therein, if applicable.

13. ARBITRATION AND GOVERNING LAW

Any disputes or controversies arising under this Agreement shall be submitted to binding arbitration in Charlotte, NC. The arbitration shall be administered in accordance with the jurisdiction and rules of the American Arbitration Association (AAA), for submission to a single arbitrator. The Arbitration shall be held in English.

This Agreement shall be interpreted, construed and enforced under the internal substantive laws of the State of North Carolina including the Copyright Laws of the United States without regard to any conflicts of law provisions.

14. INDEMNITY

- a. Entrant agrees to indemnify and hold harmless EA, its partners, successors, licensees, contractors, and assigns, and each of them (the "Indemnified Parties") from any claim or liability, whether actual or potential, which may arise from either the exercise of the Licensed Rights or, any use of the Work by Entrant, or any claim or liability arising from Entrant's participation in the Competition. Entrant also agrees that in the event any claim is asserted against the Indemnified Parties, the Entrant will defend EA from any such claim at Entrant's sole cost.
- b. Entrant further agrees to indemnify the Indemnified Parties from, 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 Section 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 Entrant at the Address given on the EA website submission platform where the Entrant agreed to this Agreement.

#### 16. FINAL AGREEMENT

The parties agree that this Agreement represents the final and complete understanding and agreement between the Entrant and EA and that any oral or written statement or representation regarding the same is superseded by the agreements herein. Entrant warrants that it is entering into this Agreement voluntarily and that EA has made no inducement and/or representation not set forth herein. This Agreement and the subject matter thereof may not be modified or waived without the express written consent of the parties.