

**TERMS AND CONDITIONS
OF THE
IAS FINE ART LOGISTICS PTY LTD
WE LOVE ART PRIZE**

By entering the We Love Art Prize, (“*Art Prize*”) you hereby agree to the following terms and conditions with IAS Fine Art Logistics Pty. Ltd. (IAS) and its affiliate Artech, Incorporated (“*IAS*” or “*us*”):

Eligibility

You are eligible to participate in this Art Prize if you are an employee of IAS or Artech at the time of judging. You represent your participation in this Art Prize does not violate any applicable law or regulation, or any agreement to which you are a party. **NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

An employee is defined as full time or permanent part time.

Sponsor

IAS Fine Art Logistics is the sponsor of this Art Prize. IAS’s business address is 1/55 Kent Road Mascot NSW 2020. Any questions or concerns about this Art Prize should be emailed to: icharman@iasdas.com.au

Art Prize Period

The Art Prize begins on November 1, 2020 at 8:00 a.m. Daylight Saving Time (DST) and ends on January 31, 2021 at 11:59 p.m. Daylight Saving Time (DST (“*Art Prize Period*”).

How to Enter

To enter the Art Prize, visit the Art Prize website located at www.artmoves.com during the Art Prize Period. You will be required to fill out an official entry form (“*Entry Form*”) and upload a digital photograph of your artwork. Save your digital image at the largest size possible that does not exceed 5 MB. Your artwork should be large enough for judges to see detail while still being smaller than 5 MB. The image must not be blurry and have good lighting. You agree not to identify your artwork to any other IAS employee.

You may submit up to two (2) artworks.

Eligible Artwork

Painting, drawing, sculpture, photography, printing, and mixed media are eligible. Video art, digital, film, performance art, and jewelry, are not eligible. You must also comply with the following rules:

- Artwork shall not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Art Prize;

- Artwork shall not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to applicable federal, state, or local laws and regulations including the laws or regulations in any state or country where the artwork is created;
- Artwork shall not contain any content, material or element that displays any third-party advertising, slogan, logo, trademark, representation of characters indicating sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Art Prize, as determined by IAS, in its sole discretion;
- Artwork shall not infringe on any third-party rights;
- Artwork shall be comprised of solely your own original, unpublished works that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity;
- Artwork shall not include any harmful or illegal substance or material;
- Image of the Artwork shall not contain any information that identifies the artist to other employees; or
- You must have created the artwork within 12 months of January 31, 2021.

Artwork Dimensions

Maximum size of works:	2-Dimensional:	1540 x 1540 mm	60 in x 60 in
	3-Dimensional:	30kgs	66lbs
		.3m ³	10½ ft ³
		Any one dimension no greater than -	
		1540 mm	60 in
		Installation size no greater than -	
		1540 x 1540 mm	60 x 60 in

Judging

The Art Prize will involve two rounds of judging. First, a preliminary vote will select the top twenty artworks to be displayed at the We Love Art Exhibition events at Artech’s Seattle, Portland, and IAS’s Australia premises (“*Preliminary Round*”). Prior to the We Love Art Exhibition events, a final vote will determine the three winning artworks (“*Final Round*”).

All employees will have an opportunity to judge all submitted artworks on an anonymous basis. All voting will occur exclusively through the Art Prize website. The Art Prize website will display an image of each artwork together with its corresponding title, description, medium, and size.

During the Preliminary Round, each employee shall be eligible to cast up to a total of five votes and no more than one vote for any given artwork. During the Final Round, each employee shall be eligible to cast up to a total of three votes and no more than one vote for any given artwork.

Voting for the Preliminary Round will begin on 8:00 a.m. DST on February 3, 2021 and close at 5:00 p.m. DST on February 11, 2021. The top twenty finalists will be announced on February 14, 2021.

Finalists shall ship their artwork(s) to Artech, at IAS’s expense, for the Exhibition Events. At all times, you shall bear full risk of loss for your artworks and Artech shall not be liable for any loss or damage to your artwork. You agree that you will follow all of IAS’s procedures for promotion and exhibitions and that IAS has the right to revoke your participation if those instructions are not followed. Artwork selected for the Final Round will be on loan, without payment, to IAS for up to 12 months.

Voting for the Final Round will open at 8:00 a.m. DST on February 16, 2021 and close at 5.00pm DST on February 21, 2021. The winners of the Final Round will be announced on March 25, 2021 at the Seattle We Love Art Exhibition and posted online thereafter. All voting results are final, binding, and not appealable.

The We Love Art Exhibitions are tentatively scheduled as follows:

Seattle	March 25, 2021
Portland	April 12, 2021
Sydney	May 6, 2021
Melbourne	May 13, 2021

Awards

The three artworks receiving the most votes will be the winners of the Art Prize. In the unlikely event of a tie, the rank of the tied entries will be determined by a countback in regard to the number of 5, 4, 3, 2, and 1 votes are received per artwork. The artwork with the greater number of 5 votes will be determined the winner of the tie. If the votes remain tied, the number of 4 votes will be assessed and so forth until a winner of the tie is achieved. If a winner of the tie can’t be determined using the countback system, then the tied entries will each be awarded the level of placing. If two entries tie for a placing, then the next placing in line will not be awarded. E.g. If two entries tie for first place after the countback system, then both entries will be awarded first place, both artworks will be acquisitive and both entries will be awarded first place prizemoney. In this circumstance, second place will not be awarded and the next placing on offer will be third place.

Each winner will receive a cash prize in the gross amount set forth below in currency of such winner’s principal place of residence.

1 st Place	\$12,500
2 nd Place	\$5,000
3 rd Place	\$2,500

As a condition of receiving the 1st place award, the winner is required to assign, transfer, and convey to IAS the winning artwork and execute a bill of sale that includes a waiver of rights under the Visual Artists Rights Act.

Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential finalist or winner is disqualified for any reason, the

submission that received the next highest total score will be chosen as the potential finalist or winner. The potential finalist(s) and winner(s) will be selected and notified by telephone and/or email, at IAS's discretion.

All prizes are subject to applicable taxes and withholdings.

Rules for Sale of Works

At the Exhibition Events, except for the first-place winning artwork which is acquisitive, artists of the remaining nineteen finalist artworks may list their artwork for sale. All communications regarding the sale of any artworks, including price, payment and delivery terms, will be facilitated between the artist and the potential buyer via an authorised IAS representative. IAS will remit the proceeds of sale to the artist, in full without the deduction of commission. The buyer of any artwork shall not take possession until after the conclusion of the We Love Artwork Exhibition in Melbourne.

Changes in Schedule

IAS reserves the right to change Art Prize deadlines and dates due to circumstances beyond its reasonable control.

Intellectual Property Rights

Except for the first-place winning artwork, as between you and IAS, you retain ownership of all intellectual and industrial property rights (including moral rights) in and to the artwork you submit. As a condition of entry, you grant IAS a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the drawing for any purpose, including display on the IAS & Artech website, marketing collateral, and social media channels without any attribution or compensation to you. If you submitted your artwork for display at the We Love Artwork Exhibition, it will be returned to you after the Art Prize at IAS's expense, unless you direct otherwise.

Internet and Disclaimer

IAS is not responsible for any malfunction of the Art Prize website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed artwork or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Art Prize website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit your ability to participate/vote respectively. IAS is not responsible for the policies, actions, or inactions of others, which might prevent you from entering, participating, and/or claiming a prize in this Art Prize. IAS's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. IAS reserves the right to disqualify any participants who violate the rules or interfere with this Art Prize in any manner. If a participant is disqualified, IAS reserves the right to terminate that participant's eligibility to participate in the Art Prize.

Right to Cancel, Modify or Disqualify

If for any reason the Art Prize is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, social unrest, protests, riots, government orders, pandemic, epidemic, disease, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Art Prize, IAS reserves the right at its sole discretion to cancel, terminate, modify or suspend the Art Prize without liability to any party. IAS further reserves the right to disqualify any participant who tampers with the submission process or any other part of the Art Prize or Art Prize website.

Not an Offer or Contract of Employment

Under no circumstances shall the submission of artwork into the Art Prize, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with IAS. You acknowledge that you submitted your artwork voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and IAS and that no such relationship is established by your submission of artwork under these Rules.

Indemnity

You agree to indemnify and hold IAS, its owners, subsidiaries, affiliates, officers, agents, representatives and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, relating to any claim made by any third party due to or arising out of your violation of any of the foregoing terms and conditions and/or any breach of your covenants, representations, and warranties set forth above.