1. By entering this competition, (the “Artist”) accepts these terms and conditions as set out hereinafter and the entrant further accepts that the terms and conditions of this competition may be altered, amended, varied or otherwise modified by the competition at any time up to and including the final determination of the competition and that such alteration, amendment or variation may be made orally or in writing and at all times the terms and conditions are at the sole discretion of the competition.

2. The Competition is open to all living artists between ages 4-18 on 1st Jan 2021.

3. The competition submission shall open at 7am on, 15th April 2021 and shall close at 5pm on 31st August, 2021, Canada EST. The Competition Committee reserves the right, in its absolute discretion, to extend the Closing date of the competition for a reasonable period of time and where so extended the date upon which the competition decide to be the subsequent closing date shall be the closing date for the purposes of these terms and conditions.

4. In order to enter the competition, all entrants shall complete an online registration and agree to this term and condition. All images uploaded for the purposes of completing the entry process shall not be manipulated or otherwise artificially or digitally enhanced by the Artist.

5. All submissions must be participant’s original works. Participants/guardian understand that if judging committee has reason to believe that a submission violates the participation terms, the submission will be disqualified. In this event, the committee may refuse or revoke the grant of an Award as well as scholarship. Participant/guardian will take all liabilities and consequences due to the submission of non-original work.

6. A third party (e.g. school) may submit work on behalf of the artist, but the third party must confirm:

   A. receipt of the artist’s permission, and provide evidence of full authority and legal right, to submit the work, and;

   B. that in order to provide the information regarding the artist or the artist’s work, they have first consulted with the artist and made all appropriate enquiries for the purpose of providing that information and taken the necessary steps to ensure accuracy of all such information provided, and;

   C. agree to be bound by these Conditions of Entry as the artist would be had they entered;

   D. do hereby indemnify the Competition against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with any claim made against the Competition for actual or alleged infringement of a third party’s intellectual property rights arising from the submitted work.

7. Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for review or exhibition. The Competition Committee shall retain full and sole discretion over every question.
as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible works:

A. Copies of original works;
B. Works that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright;
C. The work is incomplete;
D. Work, that in the reasonable view of the Competition Committee, is likely to contain political, Racial or Religious factors which may cause conflict with other participants or public audience

8. In addition, the competition Committee reserves the right to disqualify a work, where in the reasonable view of the Company:

A. The work does not meet any of the entry criteria;
B. The Artist cannot be contacted;
C. The Artist does not respond within 72 hours of being contacted by the committee

9. The judges shall be appointed by the competition in such number and of such qualification as it sees fit at its sole discretion. The Judges’ decision shall be final and no correspondence will be entered into. All works will be judged anonymously and there will be no segregation by country, genre or style etc.

10. All winning artists automatically get award of finalists. Top winners are to be selected from finalists. Artists are supposed to provide more details about the art work such as the creation process, background story. English is the official language of judging committee, thus:

A. Artists shall speak English in the video
B. English subtitles are available in the video if non-English speaking in the video

15. Top winning artists will be notified by competition committee for exhibition in Canada. Delivery details will be provided in the notice. All work should be delivered unwrapped, when delivering in person. Framing or mounting of works, if required for exhibition, is also the responsibility of the artist and must be carried out prior to delivery. Works not requiring framing or mounting must be suitably protected to avoid damage in transit and clear indication should be given as to how the work could be presented.

22. The artist shall be responsible for all costs associated with creating the work, creating the reference video as well as all costs related to travelling and participation of ceremony. The artist is aware of entry fee which is not refundable after the completion of submission.

23. By agreeing to the terms and conditions of competition, the Artist agrees to the Competition collecting, retaining, processing, or otherwise utilizing the Artist’s personal information solely for the purposes of processing the Artist’s entry to the competition, the promotion and administration of the competition and the creation of the exhibition. The Artist’s personal information will not be shared with third parties or otherwise processes for alternative purposes without the Artist’s consent.

25. By agreeing to the terms and conditions of competition and by providing any information to online submission system in relation to the competition, the Artist warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the competition, that the Artist is in breach of this warranty, or where the competition committee understands or apprehends there to be a risk that the Artist, has or will bring the competition or the competition into disrepute, the competition committee shall be entitled to take such steps as are necessary
to conclude the Artist’s involvement in the competition forthwith. Participant/guardian will take all liabilities and consequences if the information provided is wrong.

26. The Artist shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the competition committee save where such information is already in the public domain or the express written consent of the competition committee is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these terms and conditions.

29. It is the responsibility of the scholarship winning artists to declare, if relevant, such winnings as income to their local tax authorities and the winning artists shall be wholly liable for any taxes payable and shall indemnify and hold the competition safe and harmless from all claims relating to such taxes and charges. The competition shall in no circumstances be liable for any taxes payable on such awards.

37. Each artist, by entering the Competition confirms that they hold all intellectual property rights in the work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted work.

38. Participant/guardian give permission to 2020 Canada International Art competition Committee for using art work’s image, video provided by myself or school on social media, including but not limited to Facebook, WeChat, Twitters, Instagram, AAC website as well as competition year book, including the right to use such images/video for the promotion of the competition, exhibiting the work publically, referring to the work on digital platforms in the control of the competition.

41. Artists will allow the work to be photographed and reproduced by Competition for the purposes of promoting the exhibition including; catalogue, press and publicity and websites in all territories. Copyright of all works remains the property of the artist. Any enquiries for copyright will be referred to the artist.

42. For the avoidance of doubt, the Artist hereby warrants that they own the copyright to the competition entry and further warrant that the work contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party’s intellectual property.

44. By entering the Competition, artists are agreeing to all of the within Conditions of entry. The competition committee’s decision on all matters pertaining to the above is final. The competition committee reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this competition.

45. Nothing in these terms shall exclude the competition’s liability for death or personal injury, fraud, or fraudulent misrepresentation however arising from the competition’s negligence.

46. The Artist acknowledges that in entering into these terms and conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

47. These terms and condition (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
48. The Artist shall indemnify the competition against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the competition arising out of or in connection with any breach of these terms by the Artist.