



## ENDANGERED Fine Art & Photography Contest 2023

### CONTEST RULES

#### SPONSOR

The Sponsor is ENDANGERED: Art4Apes Inc, a Florida Not For Profit Corporation, P.O. Box 807, Sag Harbor, New York 11963, USA ("Sponsor" or "ENDANGERED").

All donations and proceeds go directly to the Center for Great Apes, a United States Internal Revenue Service designated 501(c)(3) charitable organization providing a permanent sanctuary for great apes in need of lifetime care.

The Center for Great Apes is solely the beneficiary of the funds from this Contest; it has no role in the organization, management, or conduct of this contest. The Center for Great Apes cannot be held responsible for any issue relating to this Contest. All queries should be directed to [lindsey@Art4Apes.com](mailto:lindsey@Art4Apes.com).

#### TERM

The ENDANGERED Fine Art & Photography Contest begins March 1st, 2023 at 09:00 a.m. U.S. Eastern Standard Time ("EST") and ends October 8th, 2023, at midnight U.S. Pacific Daylight Time ("PDT"), hereinafter referred to as ("Contest"). Contest end date may be altered by the sponsor if necessary.

Information on how to enter and contest prizes form part of these official rules (the "Official Rules"). By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill-based contest and chance plays no part in the determination of winners.

## WHO MAY ENTER

Contest is open only to individuals who do NOT reside in Cuba, Iran, North Korea, Sudan, Syria, Puerto Rico, or Quebec or in any state, province, or country where entry is prohibited by any applicable law, including jurisdictions where consideration is not permitted in skill-based contests.

### **THE CONTEST IS VOID IN CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, PUERTO RICO, QUEBEC, AND WHERE PROHIBITED.**

The organizers of the Contest (defined as any director, trustee, or employee of ENDANGERED or any member of their immediate families or any person residing in the same household with them) are not eligible to enter or win a prize.

Note: ENDANGERED makes no representations or warranties, implicit or explicit, as to your legal right to participate in the Contest. You are subject to all laws of the state, province, and/or country in which you reside and from which you access the Site and are solely responsible for obeying those laws. You agree ENDANGERED cannot be held liable if laws applicable to you restrict or prohibit your participation. Your entry is void if it is made from a state, province, or country where entry or winning a prize is prohibited by any applicable law.

Artists/photographers must be living at the time of entry to the contest. No third party is permitted to enter work in the contest by a deceased artist. In the event that a prize-winner is no longer living when the contest is complete and winners announced, a check will be issued and made payable to the estate of the deceased artist. In the event payment should be made payable to a trustee or other estate administrator, it shall be the duty of the estate of the artist to advise [lindsey@Art4Apes.com](mailto:lindsey@Art4Apes.com) and to receive any payment due.

## HOW TO ENTER

Each entry consists of an online entry form and an artwork, submitted for consideration via Juried Art Services, and an entry donation. Each entrant may submit multiple entries providing the entry process is followed for each entry (including payment of the entry donation for each art piece). The entry process is as follows:

### **1. Artwork**

Each entry shall be a reflection on, representation of, or other interpretation of "ENDANGERED" as it applies to animal or plant species, the environment, the

ecosystem, or the natural world. This may include, but is not limited to:

- Celebration of the beauty of endangered or threatened species/habitats
- Illustration of the threats facing endangered species/habitats

Species do not have to be formally listed as endangered in order to be eligible for this contest as long as an element of threat to survival exists.

The Categories for entries (the “Categories”) are:

- Fine Art (including Sculpture, Jewelry, and Wearable Art)
- Fine Art Photography

There is no limit on the number of entries per person. Each entry must comply with the following requirements (the “Artwork Requirements”):

Fine Art can be in any two or three-dimensional medium, including jewelry and wearable art, but must be submitted in digital format.

Photographs must be in digital format. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable.

Image manipulation is acceptable however, we appreciate that the line between photography and art has become less distinct. If your finished photographic image has major changes made to it by digital manipulation (e.g. a changed background or significant digital over-painting) it should be entered in the Fine Art category. If you only use digital mediums to create minor edits to your image, please enter the Fine Art Photography category.

Any collage of mixed-media elements (which includes both photographic images and non-photographic artwork) shall be classified as Fine Art for the purposes of this content. Submissions consisting of multiple layered photographic images only (i.e., with no non-photographic media) shall be classified as Photography for the purposes of this contest.

In the event of doubt, the organizers of the contest reserve the right to transfer any entry into what they consider to be the more appropriate category.

Video and film entries cannot be accepted.

All image files must meet the requirements of the Juried Art Services system. They must be in JPEG/JPG format, and their longest dimension must be between 1400 pixels and 4000 pixels. Only online entries will be eligible.

Artwork and photographs may have been created at any time previously.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; entrants must be prepared to provide a release form as described below in "Releases."

When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

Each piece of art (the "Artwork"), in its entirety, must be a single work of original material created by the Contest entrant or an acknowledged collaborator. By entering the Contest, the entrant represents, acknowledges, and warrants that the submitted Artwork is an original work created solely by the entrant, and that it does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity, or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the Artwork.

The Artwork must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

In line with the ethical principles of the Contest, we cannot accept or exhibit entries that contain the skin, hide, or any other part of an animal. Humanely collected feathers (*i.e.*, those collected after a natural molt) or found bones are acceptable. Artists/photographers must not do anything to cause injury or distress to an animal or damage its habitat. The organizers of the contest reserve the right to reject any pieces that we believe have involved inhumane practices or cruelty to animals. Please contact [lindsey@Art4Apes.com](mailto:lindsey@Art4Apes.com) with any questions concerning the eligibility of a piece.

Each artwork should be accompanied by a brief description, with a title, and, if a photograph should include sufficient information to convey the circumstances in which it was taken. Disguising or misrepresenting the origin of your content is cause for disqualification.

Watermarks are not acceptable and any watermarked entry will be disqualified.

If Artwork is disqualified after entry for non-compliance with the rules the entry donation is not refunded.

The entries in each Category will be judged separately, in accordance with the Judging Criteria, as defined below. Sponsor reserves the right to examine the original artwork/image in order to confirm compliance with these rules.

## 2. Entry Form

Each entrant shall complete an online entry form with all required information, which may include name, address, telephone number, email address, artwork caption along with the digital image file of the artwork relating to the entry. You should include one image of your work with each entry. Please make your online donation of \$25 USD for each image to the Center for Great Apes as directed via the Juried Art Services website.

If submitting 3D Artwork, please enter only one image of each Artwork. Do not submit more than one image of the same Artwork.

## 3. Entry Donation

The entry donation is \$25 USD for each entry and must be paid as a donation to the Center for Great Apes which may be done via the Juried Art Services website.

Credit cards and PayPal are accepted for worldwide entries.

Please contact [Lindsey@Art4Apes.com](mailto:Lindsey@Art4Apes.com) if there are any problems with online payment.

All entry donations go directly to the Center for Great Apes, a U.S. IRS-designated 501(c)(3) charitable organization providing a permanent sanctuary for great apes in need of lifetime care.

## RELEASES

Copyright on the Artwork remains with the artist.

If the artwork contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the artwork, the entrant is responsible for obtaining, prior to submission of the artwork, any and all [releases](#) and [consents](#) necessary to permit the exhibition and use of the artwork in the manner set forth in these Official Rules without additional compensation. If any person appearing in any artwork is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each [release](#).

Upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed [release](#) from all persons who appear in the artwork submitted, and/or from the owner of any material that appears in the entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All

[releases](#) must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed written [license](#) from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All [releases](#) must be in the form provided by Sponsor. Failure to provide such [releases](#) upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed written [license](#) from the owner of any private property included in the entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All [releases](#) must be in the form provided by Sponsor. Failure to provide such [releases](#) upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five (5) business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

## **CONTEST PRIZES**

### **Fine Art and Fine Art Photography Categories**

The First Place winner in the Fine Art and Fine Art Photography Categories will receive \$1,500 USD, and his/her winning artwork will be offered a place in the ENDANGERED Online! Exhibition.

The Second Place winner in the Fine Art and Fine Art Photography Categories will receive \$1,000 USD, and his/her winning artwork will be offered a place in the ENDANGERED Online! Exhibition.

The Third Place winner in the Fine Art and Fine Art Photography Categories will receive \$750 USD, and his/her winning artwork will be offered a place in the ENDANGERED Online! Exhibition.

**NONCOMPLIANCE WITH RULES OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE WINNER.**

**Artists are advised to keep their contact details up to date on the Juried Art Services website.**

No prize transfer, assignment, or substitution by winners is permitted.

## **JUDGING**

Contest consists of a juried assessment by a panel of 2-4 judges selected by Sponsor. The panel will combine demonstrable experience and expertise in art and photography and may also include a judge with other relevant expertise such as animal behavior or conservation. Assessment is based on consideration of the following criteria, each given equal weight ("Judging Criteria"):

1. Creativity
2. Success in reflecting the theme of "ENDANGERED"
3. Artistic skill/Photographic quality/Technique

Judges will score each entry and the combined scores will determine a First, Second, and Third Place Winner in each Category based on the Judging Criteria.

In the event of a tie in the first round judging of the Contest, an additional independent judge will re-judge the tied entries. In the event that a tie remains after re-judging, the tied entries will be considered equal winners and the prize money will be divided equally among them.

Winners will be notified by email on or around November 7<sup>th</sup>, 2023. Decisions of the judges are final and binding. Judges will not enter into discussion and their scores will not be released. Checks will be mailed on or around December 3<sup>rd</sup>, 2023.

From time to time, additional prizes may be offered, at the discretion of the organizers of the contest.

## EXHIBITION

The ENDANGERED Online! 2023 exhibition is online only.

Letters offering places in the exhibition will be posted to the entrant's Juried Art Services account by November 11<sup>th</sup>, 2023.

ENDANGERED Online! will run from November 20<sup>th</sup> to December 23<sup>rd</sup>, 2023. Jury scores will determine which pieces will be exhibited in the show. As a guide, it is planned to exhibit the top 15-25% of entries as determined by the jury scores. This percentage may vary according to the number of entries received and the quality of entries.

All submitted pieces may be offered for sale and it is up to the artist to determine the sale price to be listed. All sales are subject to relevant sales tax and a 30% "commission" which will be paid as a donation to the Center for Great Apes. **Please bear this in mind when listing the price of your Artwork on the entry form.** Artists may submit pieces that are **Not For Sale**.

The Sponsor will invoice, take payment for sales, and remit the amount due to the artist. Shipping will be charged in addition. It is up to the artist to estimate shipping costs.

Artwork is shipped solely at the artist's risk. The organizers cannot accept any responsibility for items damaged in shipping and handling. We strongly recommend careful packing with particular attention to corners and any glass. Please consider taking out insurance and tracking the shipping of the Artwork.

## LICENSE

Copyright remains with the artist. By entering the Contest, all entrants agree to have their entry including some or all of their Artist Statement and/or Description of work published on social media and the Art4Apes website with their name, the title of the piece, and ©2023 All Rights Reserved. If you wish your website and social media account(s) to be included when we publish a post displaying your submission please ensure they are included in your online entry.

When submitting images to this contest the artist grants permission to the Sponsor to promote this and future contests and exhibitions. The artist's name, title, and ©2023 All Rights Reserved will always be included. Entrants agree that Authorized Parties may reproduce, distribute, display, and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest and any future Contests, in any media now or hereafter known, including, but not limited to:



Display at potential exhibitions of entries and/or winners; publication of a book featuring select entries in the Contest; publication in any magazine or online blog or website highlighting entries or winners of the Contest.

Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner or offered a place in the exhibition. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **LIMITATION OF LIABILITY**

By entering this Contest, all entrants agree to release, discharge, and hold harmless the volunteers and staff associated with the Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, representatives and staff of the Center for Great Apes from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

In the case of entrants who are Australian or U.K. residents, the preceding two clauses do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian or U.K. statute or cause any part of these Official Rules to be void.

## **CONDITIONS**

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be

subject to and governed by the laws of the State of Florida and the forum for any dispute shall be in the State of Florida. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the artwork/photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning entry and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prizewinners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

These rules may be amended, as required, to ensure compliance with state and/or federal laws and to respond to issues arising during the period of the contest and exhibition.

## **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason the Contest is not capable of running as planned, due to infection by computer viruses, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, illness, force majeure or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs and will return the fees submitted with each entry.

## WINNERS LIST

Winners' names will be available online at <https://www.Art4Apes.com> after November 12<sup>th</sup>, 2023. Please check our Facebook page <https://www.facebook.com/art4apes> to see the prize-winning entries.

If you have been awarded a place in the exhibition you will be notified by email and through your Juried Art Services account.

## DATA PRIVACY

Entrants agree that personal data, especially name, address, website, and social media addresses, may be processed, shared, and otherwise used for the purposes and within the context of the Contest, any future contests, and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by the Sponsor by writing to ENDANGERED: Art4Apes, P.O. Box 807, Sag Harbor, New York 11963. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

## NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST:

Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by ENDANGERED: Art4Apes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to ENDANGERED: Art4Apes, P.O. Box 807, Sag Harbor, New York 11963.