

Irish Cultural Center and Learning Foundation Art Showcase – Terms and Conditions

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THIS SUBMISSION. VOID WHERE PROHIBITED. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT REQUIRED. THIS SUBMISSION IS IN NO WAY OPERATED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITES FACEBOOK®, TWITTER® OR INSTAGRAM®.

- 1. Eligibility:** This Submission is open only to those who submit a photo of their art to artshowcase@azirish.org and who are eighteen (18) years of age or older, or have parental permission, at the beginning of the "Submission Period" (as defined below). The Submission is only open to legal residents or those legally living in the State of Arizona, and is void where prohibited by law. The Submission is subject to all applicable federal, state, and local laws and regulations.
- 2. Agreement to these Terms and Conditions:** By participating, you as the Participant agree to be fully and unconditionally bound by these Terms and Conditions, and you represent and warrant that you meet the eligibility requirements as set forth above. In addition, you agree to accept the decisions of the Operator as final and binding as it relates to the content and operation of this Submission.
- 3. Submission Period:** Photos will be accepted for submission online starting on 03/25/20, 12:01 a.m. PST and ending 05/24/20, 11:59 p.m. EST. Operator's computer is the official timekeeper for the Submission.
- 4. How to Submit a Photo:** The Submission must be emailed to artshocase@azirish.org. The Photo and Art must fulfill the Submission requirements, as specified, to be eligible to be selected by the ICLF for promotional activity and featured in showcase, as to be detailed by Participant's execution of a separate agreement with the Operator. Entries that are incomplete or do not adhere to the Submission specifications set forth herein will not be selected by the Operator. If a Participant uses fraudulent methods or otherwise attempts to circumvent the Terms and Conditions, the Art may be removed from eligibility at the sole discretion of the Operator. A Photo must not include any of the following: 1) any individual who does not consent to being in the picture, or an animal whose parent does not consent to the portrayal and usage of that Photo, 3) any inappropriate, vulgar, or offensive content, 4) any illegal, immoral, harmful, tasteless, or offensive acts or activities, or 5) any trademarks, tradenames, copyrights, or other intellectual property unapproved by the Operator.
- 5. Submission Selections:** Up to fifty (50) Art pieces by Participants will be selected by the Operator. Upon selection of the Art, the Operator will engage directly by email message with the Participants to execute an agreement to share the art. You agree that by entering this Submission, you do not consider your email or the posting of a Photo to be a form of non- monetary consideration. By entering this Submission, you understand that you are granting the Operator exclusive rights to use your Photo and Art for purposes of advertising and trade.
- 6. Art Selection and Notification:** Operator will select the up to fifty (50) Photos by 06/01/20. The Participants who submitted those Photos will be notified by email within five (5) days following selection. The Operator shall have no liability for the Participants' failure to receive notices due to spam, junk e-mail or other security settings, or for a Participant's provision of incorrect or otherwise non-functioning contact information. If a Participant cannot be contacted, is ineligible, fails to contact the Operator within ten (10) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, an alternate Photo and Participant may be selected. Receipt by the Participants of any item of value is conditioned upon compliance with any and all federal, state, and local laws and regulations.
- 7. Rights Granted by You:** By submitting your Photo and Art Piece, you understand and agree that the Operator, and the Operator's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your Photo, name, portrait, picture, voice, likeness, image, statements about the Submission, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent; unless otherwise prohibited by law.
- 8. Original Authorship by You / Indemnification:** By submitting your Photo, you represent and warrant that you captured the Photo of the art (or had permission to use another's Photo of that art) and it does not violate any third party's proprietary or intellectual property rights. If the content of your Photo is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, you shall, at your sole expense, defend or settle

against such claims. You shall indemnify, defend, and hold harmless the Operator from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Operator may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right. The Operator reserves the right, in its sole discretion, to disqualify any Participant who violates these Terms and Conditions. The Operator has the right, in its sole discretion, to maintain the integrity of the Submission, including, but not limited to: multiple Photos from the same user from different IP addresses, the use of the same Photo multiple times, or the use of bots, macros, scripts, or other technical means for submitting. Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Submission may be a violation of criminal and civil laws. Should such attempt be made, the Operator reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By participating in this Submission, You agree to release and hold harmless the Operator and its subsidiaries, affiliates, advertising agencies, partners, representatives, agents, successors, assigns, employees, licensees, officers, and directors from any liability,

illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such participation in the Submission; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) electronic or human error.

10. Disputes: THIS Submission IS GOVERNED BY THE LAWS OF the United States of America AND the State of Arizona. WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Submission, all Participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Submission, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Maricopa County, in the State of Arizona having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. reasonable costs associated with entering this Submission). All Participants further waive all rights to have damages multiplied or increased.

11. Privacy Policy: Any usage or interaction by Participants is subject to the Privacy Policy stated on the Irish Cultrual Center website. To read the Privacy Policy, visit <https://www.azirish.org/wp-content/uploads/2018/12/legal-ICLF-Privacy-Policy-2018.pdf>

12. Operator: The Operator is Irish Cultural and Learning Foundation

// End of Terms and Conditions //