

GENERAL CONDITIONS

ARTBOX.PROJECT NEW YORK 2.0

For simplicity, the masculine form is used throughout the text; the feminine form is of course included.

1. REGISTRATION

- 1.1 All artists regardless of nationality can apply, there is no age limit.
- 1.2 The size of the artwork is freely selectable.
- 1.3 The registered artwork must be the work of the artist and he must own all copyrights for it. This means that the artist must have made the artwork himself and it must not be a copy of another artwork by another artist!
- 1.4 All art forms and art techniques are permitted.
- 1.5 No pornographic, racist or ethically unacceptable works will be accepted, the decision whether to accept an artwork lies solely with ARTBOX.PROJECTS. If an **unacceptable** work is not accepted, the participation fee will be refunded.
- 1.6 Each artist can submit as many artworks as they wish, but they must fill out a form for each artwork and pay the participation fee of EUR 45. **The deadline for entries is 28th of February 2023.**

2. WHAT DOES THE ARTIST RECEIVE FOR HIS REGISTRATION?

- 2.1 Each registered artwork for which the entry fee has been paid will be digitally displayed on a 55" HD Screen in a slideshow with all other participants during the exhibition in New York, 345 Broome Street, New York NY 10013 from 17 April - 26 April 2023. There are two 55" HD Screens, one in landscape format and one in portrait format. Each artwork will be labelled with the artist's name, artwork title and a personal QR code. The QR code leads to the website that the artist specified in the form when registering. If an artwork is sold during this exhibition period, the artist will receive 100% of the sale price.
- 2.2 From all registered artworks that will be shown digitally on the screens, the jury will additionally select 10 finalists and 20 semi-finalists for the exhibition in New York. The winners will be notified by email on 11 March 2023.
- 2.3 The original artworks of the 10 finalists will be exhibited in New York from 17 April - 26 April 2023. Only the finalists' artworks will be shown originally in New York, the rest of the registered artworks will be shown digitally on one of the two 55" HD screens together with the other participants. The transport costs of the finalist artworks to New York and back as well as the on-site services will be covered by ARTBOX.PROJECTS. Packaging of the finalist artworks must be paid for and organised by the artist. In summary, on-site services include the following:
 - An exhibition space for the finalist artwork including installation & suspension of the artwork
 - Support from sales staff throughout the exhibition
 - Lettering of the exhibition space
- 2.4 There is a precise specification for the packaging of the artwork. It is mandatory that the artwork is packaged as follows:
 - in a wooden box with the standard ISPM-15, without this standard we cannot transport any works
 - Maximum weight of the crate 10 kg
 - the crate must be able to be opened at the front and must imperatively be closed with screws, nails are not allowed

ARTBOX organises and takes over the transport, but does not pay for the packaging costs.

- 2.5 The artworks of the 20 semi-finalists will not be exhibited as originals. The artworks of the 20 semi-finalists will be shown on the two 55" HD screens. Each artwork will be labelled with the artist's name, artwork name and a personal QR code. The QR code leads to the website that the artist specified in the form during registration.
- 2.6 In addition, a personal art catalogue will be produced for each semi-finalist, which will be shown live during the exhibition in New York. This catalogue can be ordered by the artist at no cost from ARTBOX.PUBLISH. The catalogue can only be ordered at ARTBOX.PUBLISH. It must be ordered by the artist selected as a semi-finalist by 17th of March 2023. The artist will receive details of how to order the catalogue on 11th of March 2023. The artist will receive a sample of their catalogue by email before printing and must approve the printing. The artist will receive 10 copies of the catalogue free of charge. If the catalogue is not ordered in time by 17th of March 2023, the artist forfeits the right to a catalogue. The catalogue cannot be ordered later, nor can it be obtained as a cash prize.
- 2.7 All participants are free to offer their artwork for sale or not.
THE ARTBOX.GROUPS GmbH **does not take any commission** on a sale.
- 2.8 The transport of the artworks of the 10 finalists to New York and back to the artist will be financed by ARTBOX.GROUPS GmbH. ARTBOX.GROUPS GmbH organises the transport, only transport costs that have been organised or approved by ARTBOX.GROUPS GmbH will be covered. ARTBOX.GROUPS GmbH does not assume any liability or transport costs for all works of art sent to ARTBOX.GROUPS GmbH for which the transport was not organised by ARTBOX.PROJECTS GmbH.
- 2.9 The 30 artists (10 finalists + 20 semi-finalists) will be presented on the ARTBOX.PROJECTS website (www.artboxprojects.com). The 30 finalists will also be announced on the ARTBOX.PROJECTS social media channels.
- 2.10 Each artist who has registered will receive a personal certificate of participation issued in his or her name. They are free to publish this certificate or to attach it to their CV.
- 2.11 Every artist who has registered will receive a picture of their artwork on the screen.
- 2.12 **Cancellation, termination, postponement or adjustment of the exhibition**
The ARTBOX management is entitled to cancel, prematurely terminate or postpone an exhibition for an important reason before it takes place or to adapt the operation to the circumstances. If an exhibition has to be cancelled, prematurely terminated, postponed or adapted to the circumstances for an important reason, ARTBOX shall be released from its obligations to perform and the participants shall have no claim against ARTBOX for performance, withdrawal from the contract or damages. Payments already made will not be refunded. An important reason exists if force majeure, an official order or other circumstances for which ARTBOX is not responsible make it impossible or difficult to hold an exhibition in an orderly manner, or if the exhibition management deems it unreasonable to hold an exhibition for economic or political reasons.

3. **SALE OF ARTIFICIAL WORKS by artists shown on the screen**

- 3.1 All participants are free to release their registered artworks for sale or not. THE ARTBOX.PROJECTS will actively promote the sale of the works shown, which are for sale. Each artist can provide us with further information about their art work, which we will then pass on to interested visitors. THE ARTBOX.PROJECTS will mediate the contact between buyer and artist. The entire sales price goes to the artist, THE ARTBOX.PROJECTS does not charge any commission for this service. In particular, each artist can tell us which information about him can be passed on and which not.

4. **LEGAL**

- 4.1 The artist accepts these GTC with his registration.
- 4.2 The artist declares with his application that he is the author of the registered work of art and that he has not made a copy of a work of art by another artist.

- 4.3** The copyright of the artwork remains at all times with the artist, however THE ARTBOX.PROJECT has the right to publish the artwork on its own website as well as on all its own social media platforms, as well as in print media relating to the ARTBOX.PROJECT.
- 4.4** In the event of a discrepancy between a translated version of the General Terms and Conditions and the original German text, the German version shall prevail.
- 4.5** Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.
- 4.6** The place of jurisdiction is the registered office of THE ARTBOX.PROJECT by ARTBOX.GROUPS GmbH in 6300 Zug, Switzerland

Zug, Switzerland, 21st of December 2022