

# GENERAL TERMS AND CONDITIONS

## ARTBOX.PROJECT Palma 2.0

### 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 or she must own all copyrights to it. This means that the artist must have created the artwork themselves 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. ARTBOX.PROJECTS is solely responsible for deciding whether an artwork is accepted. 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; they must complete a form for each artwork and pay the entry fee of EUR 47. The registration deadline is 29 October 2024.

### 2. WHAT DOES THE ARTIST RECEIVE FOR HIS/HER APPLICATION?

2.1 The winner of the Artist-in-Residence programme will be announced on 5 November 2024. The selected artist will be given the opportunity to spend a week working on their own work at the renowned CASA DEL ARTE gallery. During this time, he or she will have a fully equipped studio at their disposal. They will also have the opportunity to exhibit their own works of art in the gallery. The exact dates in 2025 will be determined in consultation with the winner. In addition, the gallery will cover the costs of travelling to and from Palma as well as accommodation. Artistic materials will also be provided.

2.2 The jury will select an additional 10 finalists and 20 semi-finalists for the exhibition in Palma from all the registered artworks that will be shown digitally on the screens. The winners will be notified by email on 5 November 2024.

2.3 Each submitted artwork for which the participation fee has been paid will be digitally exhibited in a slideshow with all other participants on a 55" 4K screen at the Casa del Arte gallery from 5 December to 18 December 2024. There will be two 55" 4K screens, one in landscape format and one in portrait format. Each artwork will be labelled with the artist's name, the title of the artwork and a personal QR code. The QR code leads to the website that the artist specified when registering. If an artwork is sold during the exhibition period, the artist will receive 100% of the sales price.

2.4 The original artworks of the 10 finalists will be exhibited at the Casa del Arte gallery in Palma from 5 December to 18 December 2024. Only the original artworks of the finalists will be shown in Palma, the other registered artworks will be shown digitally on one of the two 55" 4K screens together with the other participants. ARTBOX.PROJECTS will cover the costs of transporting the finalists' artworks to Palma and back, as well as the costs of on-site services. The packaging of the finalist artworks must be paid for and organised by the artists themselves. The on-site services include the following:

- An exhibition space for the finalist artwork including mounting and hanging of the artwork

- Support from sales staff during the entire exhibition
- Labelling of the exhibition space

**2.5** There are precise specifications for the packaging of the artwork. The artwork must be packaged as follows:

- in a wooden crate with the ISPM-15 standard, 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 be closed with screws, nails are not permitted

**2.6** ARTBOX will take care of the organisation and costs of transport, but the artists are responsible for covering the costs of packaging themselves. It is also their own responsibility to take out transport insurance if required.

**2.7** 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" 4K 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 registration form.

**2.8** In addition, each finalist and each semi-finalist will receive an exclusive place in the ART BOOK 2024. Both the finalists and the semi-finalists will receive their own double page (2 pages) in the ART BOOK and a copy will be sent directly to the artist. The artists will receive all details on 5 November 2024 and all data must be delivered by 15 November 2024. Otherwise the right to appear in the ART BOOK will be cancelled.

**2.9** All participants are free to decide whether or not they wish to offer their artwork for sale. THE ARTBOX.GROUPS GmbH does not take any commission on a sale.

**2.10** The transport of the artworks of the 10 finalists to Palma and back to the artist will be financed by ARTBOX.GROUPS GmbH. ARTBOX.GROUPS GmbH will organise the transport; only transport costs that have been organised or approved by ARTBOX.GROUPS GmbH will be covered. No liability and no transport costs will be accepted for any artworks sent to ARTBOX.PROJECTS for which transport has not been organised by ARTBOX.GROUPS GmbH.

**2.11** The 30 artists (10 finalists + 20 semi-finalists) will be presented on the ARTBOX.PROJECTS website ([www.artboxprojects.com](http://www.artboxprojects.com)). The 30 finalists will also be announced on the ARTBOX.PROJECTS social media channels.

**2.12** Every artist who has registered will receive a personal certificate of participation issued in their name. They are free to publish this or attach it to their CV.

**2.13** Every artist who has registered will receive a picture of their artwork on the screen.

**2.14** Cancellation, termination, postponement or adjustment of the exhibition: The ARTBOX management is entitled to cancel, prematurely terminate or postpone an exhibition for good cause before it is held, or to adjust its operation to the circumstances. If an exhibition has to be cancelled, prematurely terminated, postponed or adapted to the circumstances for good cause, ARTBOX shall be released from its performance obligations and the participants shall have no claim against ARTBOX for performance, withdrawal from the contract or compensation. 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 ART WORKS by artists that will be 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 exhibited works that are for sale. Each artist

and each artist can provide us with further information about their work, which we will then pass on to interested visitors. THE ARTBOX.PROJECTS will organise the contact between the buyer and the 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 what information about him or her can and cannot be passed on.

## **4. LEGAL**

**4.1** By registering, the artist accepts these GTC.

**4.2** By registering, the artist declares that he or she is the author of the registered artwork and that he or she has not made a copy of an artwork by a n o t h e r artist.

**4.3** The copyright of the artwork remains with the artist at all times, but THE ARTBOX.PROJECT has the right to publish the artwork on its own website and 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, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly 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, 16 September 2024