Official 2021 ArtPrize Rules for Participants

THANK YOU FOR YOUR INTEREST IN ARTPRIZE. YOUR PARTICIPATION IS GOVERNED BY THE RULES SET FORTH BELOW (“RULES”). BY SCANNING AN ARTPRIZE QR CODE (“CODE”) AND PROVIDING YOUR SMARTPHONE NUMBER TO ARTPRIZE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT SCAN A CODE OR PROVIDE YOUR SMARTPHONE NUMBER.

1. ELIGIBILITY: Participation in finding and awarding prizes to participating artists at the 2021 ArtPrize competition event (the “Event”) is open only to those individuals who are at least 13 years of age at the time of scanning a Code and who sign up as a participant by verifying their smartphone number with ArtPrize (collectively, “Participants”).

2. SIGNING UP: To sign up as a Participant and be eligible to find and award prizes, you must scan a Code using your smartphone device and provide your smartphone number to ArtPrize. Watch our “How It Works” video for more information about how to sign up, find prizes, and award prizes to participating artists.

3. SPECIFIC RULES FOR PARTICIPANTS: The following rules apply to Participants:

   A. Participants must have a smartphone device with QR code scanning capabilities. Prizes can only be found by scanning a Code on your smartphone device.

   B. You must provide and verify your smartphone number to be able to award prizes. Failure to do so will result in your inability to award the found prize.

   C. Prizes may not be redeemed for cash value by Participants; they may only be awarded to participating artists.

   D. Once found, a prize must be awarded to a participating artist within the time limit displayed on the screen once the Code is scanned. If a prize is not awarded by this time, or if the Participant presses the back button or otherwise exits out of the award screen (including by scanning a new Code), the prize will be removed.

   E. Once a prize is awarded, the prize will not be available for others to find.

   F. Each participant is only able to scan the same Code once per day to find a prize, although multiple participants can scan the same Code to find different prizes.

   G. ArtPrize may disable the ability for the Codes to be scanned or otherwise change the Code functionality at any time in its sole discretion.

4. PROHIBITED ACTIVITIES: ArtPrize may disqualify or revoke any awarded prize and/or prohibit a Participant from participating if ArtPrize determines in its sole discretion that a prize was awarded in exchange for compensation or other consideration or is otherwise contrary to the spirit of the competition or if a Participant is attempting to undermine the legitimate operation of the Event, including by cheating, hacking, deception, or other unfair participation or award practices or intending to annoy, abuse, threaten, or harass any artists, visitors, or ArtPrize representatives. ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE AN ARTPRIZE WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE EVENT MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, ARTPRIZE RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH
PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

5. PRIVACY: ArtPrize will use the smartphone number a Participant provides for verification and other purposes consistent with its privacy policy, available at http://artprize.org/legal/privacy-policy.

6. COVID-19 GUIDELINES: You acknowledge that there is an inherent risk of exposure to COVID-19 and other infectious diseases when visiting any public place where other people are present. This includes the risk of such an exposure to anyone attending the Event, including any venue, activity or event associated with ArtPrize and the Event. As between you and ArtPrize, you agree that you are in control of your attendance at the Event, and it is therefore your responsibility to mitigate your risk of exposure to COVID-19. This includes following all COVID-19 precautions then required by any Michigan Department of Health and Human Services order, as well as all other applicable federal, state or local orders, guidelines and recommendations (collectively, “COVID-19 Guidelines”). You agree that ArtPrize has no responsibility for any events, activities or venues associated with the Event, including without limitation any responsibility for any risk of COVID-19 exposure.

7. DISCLAIMER AND INDEMNIFICATION: ARTPRIZE AND ITS RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY, “AFFILIATES”) BEARS NO LIABILITY TO YOU RELATING TO YOUR PARTICIPATION IN THE EVENT, WHICH YOU ACKNOWLEDGE IS ENTIRELY VOLUNTARY, AND ARTPRIZE MAKES NO WARRANTY WHATSOEVER RELATING TO THE EVENTS, VENUES, ARTISTS OR ANY OTHER ASPECT OF THE EVENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO THE PRIZES AND AWARDS. BY PARTICIPATING IN ARTPRIZE, YOU AGREE THAT ARTPRIZE AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RELATING TO OR ARISING FROM ARTPRIZE OR RESULTING FROM YOUR PARTICIPATION IN ARTPRIZE, INCLUDING YOUR PARTICIPATION IN THE EVENT AND ANY AGREEMENTS, COMMUNICATIONS, TRANSACTIONS, INTERACTIONS, DISPUTES OR RELATIONS WHATSOEVER BETWEEN YOU AND ANY ARTIST, VENUE OR OTHERWISE. ArtPrize is not responsible for typographical or other errors in the offer or administration of the Event, including but not limited to errors on its website, in the advertising, selection and announcement of the winner and distribution of the prizes, nor is ArtPrize responsible for any technical, hardware, software or other failures of any kind, the cost or unavailability of network connections, fraud, incomplete or delayed computer transmissions, or any of the equipment or programming associated with or utilized in the Event or any technical or human error which may occur in the processing of requests or other Event participation. You agree to indemnify, defend and hold harmless ArtPrize and its Affiliates from and against any and all liability, claims, suits, actions, losses and expenses (including reasonable costs and attorney fees) relating to or arising out of any claim or demand of any kind or nature which any person or party may make against ArtPrize or its Affiliates based upon or arising out of your participation in the Event or any other claim or demand relating the Event, including any claim that you failed to comply with any COVID-19 Guidelines.

8. GENERAL: By participating in the Event, you agree to be bound by these Rules and all decisions of ArtPrize, which are final and binding in all matters related to the Event. ArtPrize reserves the right to terminate or amend the Event, including but not limited to these Rules, in whole or in part, at any time without notice. All federal, state and local laws and regulations apply. ArtPrize and these terms and conditions shall be construed and evaluated according to Michigan law. ArtPrize’s decisions and the decisions of the ArtPrize Board are final in all matters relating to ArtPrize and the subject matter of these Rules.