

**ART WORKS PROJECTS**  
**EMERGING LENS CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST.**

**1. ELIGIBILITY:** The ART WORKS Projects Emerging Lens Contest (the “Contest”) is open only to residents of the United States who are between the age of 18 and 27 as of the time of entry and who have attained the legal age of majority in their jurisdiction (which may vary but in most cases will be age 18 – check your local laws). Prior winners of the Emerging Lens Contest are not eligible. Employees, directors and/or officers of ART WORKS Projects (the “Sponsor”) and any other entities or agencies associated with the planning, administration, judging or fulfillment of the Contest, and the immediate family members (defined as spouse, child, parent, sibling; whether biological, adopted, “step” or in-law, regardless of where they reside), and/or those living in the same household of such prior winners, employees, directors or officers, are not eligible. Void where prohibited or restricted by law.

**2. CONTEST PERIOD:** The Contest entry period begins at 12:01 a.m. Central Time (“CT”) on January 24, 2019, and ends at 11:59 p.m. CT on February 25, 2019 (the “Contest Period”). Sponsor’s clock is the official timekeeper of the Contest.

**3. HOW TO ENTER:** The theme of the Contest is human rights, social justice and/or humanitarian issues (the “Contest Theme”). In order to enter, eligible entrants must visit <https://artworksprojects.submittable.com/submit> (the “Contest Website”) during the Contest Period and sign in to their User Account (eligible entrants who do not already have a user account, may create a User Account at no cost). Once signed in to your User Account, you must (i) elect whether your proposed photography project is documentary or interpretive, and (ii) upload or enter the following to the Contest Website, subject to the requirements and limitations set forth herein and on the Contest Website:

1. Your contact information, including street address (and mailing address, if different) and phone number (your name and email address will be obtained from your User Account so ensure all User Account information is accurate and current);
2. Your date of birth;
3. The title of your project;
4. A written project proposal describing an existing photography project related to the Contest Theme;
5. A portfolio or sampling of your photographic works related to the proposed project; and
6. Names, email addresses and phone numbers of two professional colleagues, advisors, teachers, employers or mentors (the “References”) who can speak to your experience as a photographer, your commitment to photography and/or your commitment to human rights and social justice work (but neither need be photography instructors nor photo

editors) and the nature of your relationship and the length of time you have known your two References.

The written proposal and portfolio/photographs submitted as part of the entry process shall be referred collectively herein as the "Entry." You may only enter one time during the Contest Period. Proof of submitting an Entry is not considered proof of delivery or receipt. The entrant named in the User Account will be deemed the entrant, regardless of the authorized account holder of the email address from which the Entry is sent. Entries generated by script, macro or other automated means are void. Entries become the property of Sponsor and will not be returned.

Any Entry that does not address the Contest Theme, in Sponsor's sole discretion, will be deemed void. Any Entry in violation of these Official Rules may be deemed void in Sponsor's sole discretion.

**4. ADDITIONAL ENTRY REQUIREMENTS:** The following requirements shall apply to the Entry (all as determined in Sponsor's sole discretion):

a. The entrant must be the photographer of any photographs submitted, and must own all rights in and to the photographs, and must have the unrestricted right to submit the photographs for the purpose and use contemplated in these Official Rules.

b. The entrant must be the author of the written proposal, and must have the unrestricted right to submit such written proposal for the purpose and use contemplated in these Official Rules.

c. The Entry must not infringe upon the rights of any third-party, including, without limitation, copyright, trademark, rights of publicity and/or privacy.

d. The Entry may not in any other way violate applicable laws and regulations.

e. If you indicate that your Entry is a documentary photography project, the following additional requirements apply:

(i) the subject matter of the photographs must not be staged or re-enacted;

(ii) you must not add, remove, alter or edit the content of your original photographs, with the exception of the following permitted changes: cropping that removes extraneous details, removing sensor dust or scratches on scans of negatives, minor burning, minor dodging and/or minor color correction. Any other changes to the original photographs are unacceptable and will render the Entry ineligible.

Any Entry that, in Sponsor's sole good faith judgment, violates these requirements will be disqualified.

By submitting an Entry in this Contest, entrant agrees to indemnify and hold harmless Sponsor, any other person or entity involved in the creation, administration, execution, judging or fulfillment of the Contest, and all of their respective parent or affiliated entities, owners, officers, directors, employees, shareholders, members, agents or contractors (collectively "Related Parties") from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against Sponsor or Related Parties due to or arising out of (a) the entrant's Entry, (b) use of such Entry (in whole or part) by Sponsor or any other party as authorized by these Official Rules, or (c) the entrant's conduct in creating an entry, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees to release Sponsor and Related Parties from any and all claims that any material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes entrant's rights with regard to any elements, characters or ideas contained in any Entry.

**5. INITIAL JUDGING:** There will be two rounds of judging. The initial judging will be conducted by one or more members of Sponsor's staff and/or board of directors, as designated by Sponsor in its sole discretion (the "First Round Judge(s)"). Following the close of Contest Period, the First Round Judge(s) will review all eligible Entries based on the following criteria which shall be given equal weight: (a) whether the Entry evidences a deep knowledge of and curiosity about the selected human rights, social justice and/or humanitarian topic within the Contest Theme as reflected in the Entry (with equal weight given to the written proposal and portfolio/photographs); (b) the quality of the Entry (weighted as follows: 70% portfolio/photographs and 30% written proposal); and (c) whether the proposed project meets the following criteria: (i) is the project amenable to visual advocacy, (ii) does the project address a current, intractable issue within the Contest Theme, and (iii) can the project serve as a catalyst by motivating the audiences' engagement and action. The seven (7) Entries with the highest scores after the initial judging will be named Finalists. In the event of a tie, the tie will be broken based on the higher score for the quality of the Entry.

**6. FINALIST JUDGING:** Sponsor will contact each Finalist by email at the email address provided in their User Account registration (the "Finalist Notification"). In addition, Sponsor will contact the References of each Finalist to discuss the Finalist's experience with and commitment to photography and human rights/social justice work. If the Sponsor is unable to reach one or both of the References provided after two attempts, that Finalist may be disqualified in Sponsor's sole discretion.

The finalist judging will be conducted by a jury comprised of persons experienced in the fields of photography, photo editing, photojournalism, human rights, social justice and/or humanitarian efforts, as designated by Sponsor in its sole discretion (the "Finalist Judges"). Once the Finalists are confirmed and the references are contacted, the Finalist Judges will evaluate each Finalist's Entry based on the following criteria, weighted as indicated: (a) 40% - whether the entry evidences a deep knowledge of and curiosity about the selected human rights, social justice and/or humanitarian topic within the Contest Theme as reflected in the Entry (with equal weight given to the written proposal and photographs); (b) 40% - the quality of the Entry (weighted as follows: 70% portfolio/photographs and 30% written proposal); and (c) 20% - information provided by the References. The Finalist that receives the highest score will be deemed the Contest Winner, and the remaining Finalists will be Runners Up who may be called upon to replace the Contest Winner if the Contest Winner fails to fulfill the Contest Winner's opportunities. In the event of a tie, the tie will be broken based on the higher score for the quality of the Entry. The Contest Winner's name and city/state of residence will be posted on the Contest Website following the conclusion of judging. In addition, after the conclusion of judging, the Sponsor may, but is not obligated to, post the first name, last initial, and city/state of residence of each Runner Up on the Contest Website. Winning status is dependent on verification of eligibility and compliance with any Sponsor terms relating to the creation and exhibit. Sponsor's decisions are final and binding in all matters relating to this Contest, other than the Finalist Judges' decisions which are final with respect to judging.

**7. CONTEST WINNER PRIZE/EXHIBITOR STIPEND DETAILS:** The Contest Winner will receive recognition as the winner of the Contest. In addition, the Contest Winner will be given first priority for the opportunity to work with Sponsor's staff and collaborating mentors through June 30, 2019 to expand and finish the body of work that was the subject of the Entry (the "Exhibit Opportunity"), subject to the terms set forth in the "Exhibit Agreement" provided by Sponsor (the "Created Work"). If the Contest Winner enters the Exhibit Agreement, Contest Winner will be awarded a US\$2,000 stipend to use as Contest Winner sees fit in connection with creating the Created Work. If the Contest Winner does not wish to enter the Exhibit Agreement, Contest Winner will receive nothing more than initial recognition as the Contest Winner, and the next highest scoring Runner Up will be presented with the Exhibit Opportunity declined by the original Contest Winner. The individual who ultimately accepts the Exhibit Opportunity and signs the Exhibit Agreement, if any, shall be the "Exhibitor." The Exhibitor's Created Work will be exhibited in Sponsor's 625 Studio Gallery in Chicago in Summer 2019 (exact dates to be mutually agreed upon by Sponsor and Exhibitor) and shared through Sponsor's distribution channels (the "Exhibit").

Total approximate retail prize value in this Contest is \$0. The \$2,000 stipend paid to the Exhibitor is not considered a prize, but is considered an investment by Sponsor in the Exhibitor to finish the Created Work for the Exhibit, as well as consideration for the Exhibit Agreement. Neither the prize nor the stipend may be transferred, and no prize substitutions or stipend alternatives will be allowed. The Contest Winner and/or the Exhibitor are each responsible for any and all federal, state and local taxes due in connection with their acceptance of a prize and/or

stipend, and may be issued a 1099 or other tax form for the value of their prize/stipend as required by law.

**8. WINNER NOTIFICATION AND VERIFICATION:** The potential Contest Winner will be selected no later than March 11, 2019, and notified by email at the email address provided in their User Account registration (the “Winner Notification”). The Winner Notification will include an attachment with an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) (collectively, the “Prize Claim Forms”), and an Exhibit Agreement, to be signed if the potential winner elects to take advantage of the Exhibit Opportunity. The potential Contest Winner must complete, sign, have notarized (if required by Sponsor) and return the Prize Claim Forms (and the Exhibit Agreement, if the Contest Winner elects to take advantage of the Exhibit Opportunity) to Sponsor at the address provided in the Winner Notification, postmarked within fourteen (14) days of the send date of the Winner Notification. If Winner Notification is returned as undeliverable, if potential winner fails to return the completed Prize Claim Forms as directed and within the time frame specified (or such longer period as Sponsor may allow in Sponsor’s sole discretion), or if Sponsor determines that a potential winner is ineligible or otherwise not in compliance with these Official Rules, such potential winner will be disqualified and Sponsor may select the next highest scoring Runner Up as the potential Contest Winner. If the completed Prize Claim Forms are returned within the time frame specified but the Exhibit Agreement is not, then the potential winner will be deemed the Contest Winner and awarded the prize, but will not be deemed the Exhibitor and may, in Sponsor’s sole discretion, lose the Exhibit Opportunity. Sponsor is only required to make one attempt to notify/verify a potential Contest Winner or Exhibitor, and if a potential Contest Winner or Exhibitor is not verified, Sponsor may attempt to notify/verify an alternate following the same procedure. If Sponsor has not verified a Contest Winner after four attempts (the original potential Contest Winner and three alternate Runners Up), Sponsor may choose to end the Contest without a Contest Winner. If Sponsor has not verified an Exhibitor after two attempts (the original potential Contest Winner and one alternate Runner Up), Sponsor may choose not to have an Exhibitor or an Exhibit. Unclaimed prizes will not be awarded. Once verified, the Contest Winner’s prize and stipend (if the Exhibit Agreement is signed) will be sent to the Contest Winner at the address provided the Prize Claim Forms within approximately six weeks. In the event a Runner Up is the Exhibitor, the Exhibitor will be sent the stipend at the address provided in the Exhibit Agreement within approximately six weeks of returning the signed Exhibit Agreement to Sponsor.

**9. OWNERSHIP AND USAGE RIGHTS:** Entrant does not transfer any underlying intellectual property rights in the photographs to Sponsor or any other party by submitting an Entry. Entrant grants Sponsor and its agents and representatives the right to display, copy and use the Entry, including the portfolio/photographs and written proposal, in connection with judging the Contest and announcing the Contest Winner. In addition, entrant grants Sponsor and its agents and representatives the right to display, copy and use the Entry, including the portfolio/photographs and written proposal, in connection with publicizing the Contest Winner, the Contest and future Emerging Lens contests sponsored by Sponsor, and for historical and archival purposes, but Sponsor shall have no obligation to use the Entry for such purposes. The

Exhibitor will be required to grant Sponsor additional rights in the Exhibit Agreement sufficient to permit Sponsor to display and publicize the Created Work, to promote future contests, and for archival and historical purposes. The Exhibitor agrees to sign an agreement to that affect.

By accepting the prize and/or stipend, the Contest Winner and/or Exhibitor each hereby waives and releases Sponsor and the other Related Parties, and each of their employees, owners, officers, directors, agents, contractors and representatives (collectively the “Released Parties”), from any and all claims that the Contest Winner and Exhibitor and/or Contest Winner’s/Exhibitor’s heirs may now or hereafter have in any jurisdiction based on “moral rights” with respect to exploitation of the Entry by Sponsor or those authorized by Sponsor, without further compensation to entrant of any kind. Contest Winner and Exhibitor each agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or the other Released Parties on the grounds that any use of the Entry or Created Work, or any derivative works, authorized herein or in the Exhibit Agreement infringes or violates any of Contest Winner’s or Exhibitor’s rights therein. Contest Winner and Exhibitor each grants Sponsor, and anyone authorized by Sponsor, the right, but not the obligation, to associate the Entry and/or Created Work with Contest Winner’s/Exhibitor’s name, image, likeness, hometown, and biographical information, without limitation and without compensation. Contest Winner/Exhibitor shall not receive any compensation or credit for Sponsor’s, or those authorized by Sponsor, use of the Entry or Created Work, other than that disclosed in these Official Rules.

**10. MISCELLANEOUS TERMS:** By entering the Contest, entrant affirms that entrant has read and agrees to abide by the Official Rules and the decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Contest or the Contest Website. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO SPONSOR OR THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. LIMITATIONS AND RELEASE OF LIABILITY:** Sponsor and other Released Parties are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof.

Sponsor and Released Parties are not responsible and shall not be liable for: (a) any telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction, or any human error which may occur in connection with the Contest or in processing of entries; (b) failed, incomplete, garbled or delayed computer transmissions; (c) late, lost, illegible, incomplete,

damaged or misdirected entries; (d) any failures of any websites; and (e) any condition or event that may cause the Contest to be disrupted or corrupted. BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT IN NO EVENT WILL SPONSOR AND RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OF LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF SUCH ENTRANT'S ACCESS TO AND USE OF THE CONTEST WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Sponsor reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures destroy the integrity of the Contest; or if a computer virus, bug or other technical problem corrupts the administration or security of the Contest as determined by Sponsor, in its sole discretion. In the event of termination, a notice will be posted on the Contest Website and in Sponsor's sole discretion, the winners may be selected from all eligible Entries received prior to termination (provided a sufficient number of eligible entries have been achieved at the time of termination). Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or the like methods of participation will void all such entries made by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

By participating or entering this Contest, each entrant agrees to release, discharge, indemnify and hold harmless Sponsor and all other Released Parties from and against any claims, losses, damage or liability related in any way to the operation of this Contest, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest.

**12. LEGAL:** Except where prohibited by law, as a further condition of participating in this Contest, each entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this Contest or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitrations under the rules of the American Arbitration Association ("AAA"); (b) the Federal Arbitration Act shall govern the interpretations, enforcement and all proceeding at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstance will an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney's fees, and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or

the rights and obligations of entrants and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard for conflicts of law doctrine, and all proceedings shall take place in Cook County, Illinois.

**13. WINNER'S NAME:** The name of the Contest Winner will be posted on the Contest Website following judging and winner verification.

**14. PRIVACY:** All information and material provided by entrants in connection with this Contest through the "Submit" button on the Contest Website is being submitted to Submittable, Inc. ("Submittable"), a submission management service. Submittable's privacy policy, as posted on Submittable.com, shall apply with the notation that anything submitted by an entrant in connection with this Contest may be shared with Sponsor and its agents for purposes of administering, judging and fulfilling the Contest. You agree that personal data, including name and address, may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. Sponsor and its agents may also use the data to verify your identity, postal address, telephone number or to otherwise verify your eligibility to participate in the Contest. You may access, review, correct, or cancel any personal data held by Sponsor by writing to Sponsor at the address set forth in the Section 15 of these Official Rules.

**15. SPONSOR:** This Contest is sponsored by ART WORKS Projects, 625 N. Kingsbury Street, Chicago, IL 60654.