

Terms of Use for Student Artwork

Art:Connect Terms of Use
[Effective as of 16 October 2020]

Welcome to the Art:Connect Terms of Use agreement. For purposes of this agreement, “Site” refers to the organisation’s website, which can be accessed at connect-art.org. “Service” refers to the organisation’s usage of any collected artwork. The terms “we,” “us,” and “our” refer to the organisation. “You” refers to you, as a submitter of the artwork.

The following Terms of Use apply when you submit your artwork and the organisation’s subsequent use of collected artwork.

Please review the following terms carefully. By submitting your artwork, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not submit your artwork.**

ABOUT THE SERVICE

The Service allows the organisation to use the collected artwork in any way or form that they see fit.

USE RESTRICTIONS

By Submitting artwork, the entrant

- Agrees to the guidelines of Art: connect
- Agrees to photography and/or use, publishing of artwork for promotional and educational purposes including the use of it on brochures, website and social media platforms.
- Agrees that **all submitted entries/artworks become the property of Art: Connect.**
- Understands that selected artworks will be put up in healthcare centres and the Art:Connect website.
- Understands that Art:Connect will take all possible care of the entries submitted, but that Art:Connect assumes no responsibility for any loss or damage of submitted artworks.

ARTWORK CREATION GUIDELINES

- All submitted images of artworks must be submitted in JPEG/PNG format.
- All submitted artwork must be original creations of the submitter.
- Any form of plagiarism will not be tolerated.
- Any artwork displaying violence, profanity, inappropriate content such as that which promotes racism, bullying or injustice **will not be accepted or considered** by Art:Connect.
- Submitted artwork can be of any medium (acrylic, oil, watercolour, pencil sketch etc)
- Submitted artworks should have a positive, uplifting aspect to it which links with Art:Connect's mission.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and organisation names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service. You may opt- out of such emails by sending an email to art.connect20@gmail.com.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavour to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS.