

What's in the Engage Art Agreement?

As with any legal document, you'll want to read the Engage Art Agreement carefully and make sure any questions you have are answered. Here, we want to provide a "plain language" summary to help in that process. We'll use the numbering system from the contract to make it easy for you to match what we're saying here with the contract language. For simplicity's sake, we're using "You" to refer to the Entrant.

1. You want to enter the Engage Art Contest, and you will follow this Agreement. If you don't follow the Agreement, you can't be part of the contest.
2. To be eligible for the contest:
 - a. You promise that:
 - i. you are not affiliated with Engage Art [EA]
 - ii. you are at least age 18
 - iii. you live in North American (which includes Central America and the Caribbean islands)
 - iv. that you have an active account on the Engage Art App, either by downloading the app on your phone and registering there, or by creating an account on this website: engageart.gotandem.com. Pro tip: Use the SAME email to register on the app as you use to register on the Submittable contest platform so we can verify your account.
 - b. If you are a part of a team, then all the members promise the things noted in 2a EXCEPT only one person (the official "Entrant") needs to be 18 or older. If there are people under 18 on your team, their parent or legal guardian needs to give them permission to enter. We have a form. [[LINK]]
 - c. You—the official "Entrant"—the person whose contact information is given as part of the submission process and who signs the agreement—will be the primary contract.
 - d. You are responsible and liable for everything about the artwork you submit.
 - e. EA can eliminate any submission, Entrant, or team, at their discretion.
 - f. Decisions of the judges are final, and EA alone chooses who wins the contest.
3. You promise the following things are true:
 - a. You are legally, morally and physically able to enter into this Agreement when you sign it.
 - b. You own the rights to the work you are submitting and have not assigned them to anyone else on an exclusive basis.
 - c. If you win the contest, you will register the work with the US Library of Congress within 30 days, if it is not already registered.
 - d. The work you submit is totally original to you and your team. You have not included creative work done by others.
 - e. This artwork does not:

- i. Hurt someone or their reputation, or take away their privacy without their consent.
 - ii. Use anyone else's intellectual property (creative work) or break another agreement you have made.
 - f. If you are using someone else's creative work with their permission, you have made those arrangements formally and in writing.
 - g. You don't owe a debt for any part of the submission.
 - h. You will allow EA to use the artwork in the ways we talk about in this Agreement.
- 4. Relationship between You and EA
 - a. You are not part of the EA organization because you have entered the contest or if we promote your work.
 - b. You can't use the EA logo or name in your promotion without our prior written permission.
 - c. Even though you are giving us permission to promote your artwork, we are not obligated to feature it.
- 5. Content and Submission Requirements.
 - a. You agree to make sure your submission follows the rules set out here. If you don't follow those rules, you know your submission may be disqualified. [It actually WILL be disqualified.]
 - b. The topic of the contest is Ephesians 6:10-20. Even if your work is inspired by other things or other verses, keep in mind how it relates to these verses. In your submission, you will be given a chance to explain how it relates ... and that will be critical in the way the jurors look at your work.
 - c. File Sizes and Formats:
 - i. For Original Music
 - 1. 3.5 minutes or less
 - 2. Lyrics drawn directly from scripture will be considered most favorably.
 - 3. Only music video accepted (not audio only)
 - 4. File formats for music: mp3, mp4, wav, mov, m4a, zip, ogg, aac, flac, aiff,
 - 5. File formats for cover art: jpg, gif, tiff, png, zip, svg
 - ii. For Original Video
 - 1. 3.5 minutes or less
 - 2. File formats mp4, zip, mov
 - iii. For Original Visual Art
 - 1. Artistic medium, dimensions
 - 2. 1 to 5 photos of each artwork
 - 3. File format pdf, jpg, gif, zip, tiff, png, psd, ai, eps, svg
 - d. You CAN submit the following things, but you don't have to:
 - i. A photo of the artist or team, album or movie art;
 - ii. The price for someone to buy the original or a copy of the artwork

- iii. Information about other goods and services you offer, including what they are, how much they cost, and how people can contact you to purchase them.
- e. This must be your original work, created by you and your team. It may not contain anything that is copyrightable by anyone else. You are responsible for any copyright infringement.
- f. You may enter (up to) one work into **each** category of the contest: Music Video, Film, Performing Arts and Visual Art. The maximum number of artworks you can be the Entrant for is four (4). You may be on the team for other Entrants.
- g. The deadline is May 31, 2020 at midnight.
- h. If you win, you'll cooperate with our effort to publicize it.
- i. If any taxes are due on your winnings, you are responsible for them.
- j. You will follow all laws, rules and regulations.
- k. Your artwork does not/will not contain and EA will not accept artwork that includes:
 - i. Unnecessarily profane, vulgar, offensively graphic, hostile or verbally abusive language.
 - ii. Any slurs, including those related to race, gender, ethnicity, disability or sexual orientation.
 - iii. Any images or words intended to incite violence.
 - iv. Graphic nudity or sexual acts.

EA and only EA decides if your artwork violates these standards.

6. Copyright

You keep your copyright and all other rights to your artwork.

You agree to let EA use the image/video of your work in certain ways.

This means you can still use the artwork as you see fit. You can sell copies or the original. You can sell or give away the ability to use the work or its image however you choose. You may NOT give or sell someone the **exclusive right** (only they can use it) to use the artwork in any way. You have to preserve your promise that EA can also use the images you have entered into the contest.

7. You agree EA and the groups it works with can use your artwork in the following ways:

- Non-exclusively—which means you can use the artwork in other ways, as well.
- Royalty free, paid up—which means without paying you to use it (UNLESS we are using it in a way that is making money—see *** at the end of this section for more details.)
- Perpetual license and right—which means ongoing, never ending
- Throughout the Territory—which is the whole world
- To reproduce and distribute—like creating a social media post featuring it, or including it in our online gallery, where potential buyers might find it. Buyers would contact you directly with the contact info you provide in the Marketing section of the submission process.
- To create derivative work based upon—like using it in an art education tool
- To publicly perform and display the Work—like in an exhibit or at a festival

- In all formats and in all media, whether now known or later developed for any purpose, including on EA's website, in the EA app, in publications—which means we can use it on our website and app and in other ways as technology continues to develop.
- To provide any images of the Work in digital or other form to EA hosts to distribute, publicly display and perform the Work to the public, to groups and organizations, as well as at festivals and events. — This allows us to send your artwork (along with your promotion information and contact information) throughout our network.
- Reproductions of the Work may be included in materials that are given away, and may be combined with other art, with design, and with text.
- EA will use its best efforts to credit or attribute the Work to you.

***** If EA wants to use your work to make money, we will negotiate with you for those rights separately.**

EA will use these rights to

1. Promote and get exposure for the contest.
2. Promote the arts as a path to Scripture engagement.
3. Get your art in front of as many people as possible.

Even though you are giving us permission to do these things, we are not obligated to do them.

You waive all “moral rights,” which is a legal term that means you understand that it's possible that your name may not always get attached to your art (although WE promise to do our best to make sure it does!) and that your art might be used in a collage or design or modified in some other way. Another “moral right” is to show your art anonymously or using a pseudonym, and with EA we WILL be using your name.

Without taking away from anything else here, you agree to EA having the right to use your work and any portion of your submission materials (photo, bio, etc.) in the following ways:

- a. Throughout the Territory (world)
Non-exclusively (you keep your rights and can use the artwork in other ways, too)
Reproduce, recreate, donate, give away, distribute (promote)
Use in all media now known or later developed
Copies of the Work (see b. below)
Either packaged or individually or as part of an entry compilation offering (your work might be paired with other artwork)
- b. Copies means reproductions in all media (now known or later developed). This includes physical media like DVD, Internet downloads, streaming, etc.
- c. To create derivative works (like including it in an art ed tool) and to promote (reproduce, distribute, publicly perform and display) your artwork, any part of your artwork, and any derivative works.
- d. EA can use any portion of your submission materials

- e. For promotion, regardless of format or time. As part of montages.
- f. Through streaming. To promote the contest and programming.
- g. EA can share these rights throughout its network.

8. Assignment of Rights—

- a. For your submitted artwork, if you assign any rights to anyone else, you must preserve EA's rights as stated in this document
- b. Prize Payments—Cash prizes can be paid through PayPal or other commonly used or accepted money transfer applications, or by check mailed to the winners within 14 days of the notification of winning and all applicable paperwork being submitted.
- c. For the 2019-2020 contest, the following cash prizes will be awarded in US dollars in each of four categories (visual arts, music video, film, and performing arts):
 - i. 1st prize (1) — \$10,000
 - ii. 2nd prize (1) — \$5,000
 - iii. 3rd prize (1) — \$3,000
 - iv. Honorable Mentions (7) — \$1,000

9. Territory — the World

10. Term — Lifetime of the Entrant, plus 70 (seventy) years

11. Disqualification—If you don't follow the rules, you will be disqualified and will have to forfeit any winnings or benefits from the contest.

12. Governing Law—If there is a dispute, it will be settled by binding arbitration in Charlotte, NC, under NC and US law, and in English.

13. Indemnity

- a. You are responsible if your artwork runs into a legal challenge. If EA is sued because of a legal problem with your artwork, you will defend EA at your cost.
- b. If you don't live up to your promises in this agreement, you will be financially responsible for any problems caused by that, including legal fees.
- c. EA is not responsible for disputes among you and your collaborators.

14. We will send notifications to the contact information you have provided — make sure it's correct!

15. This is a simplified and explained outline of the Agreement, but the Agreement itself is what you are agreeing to. It is the ONLY agreement between you and EA. You are signing it voluntarily. It cannot be modified or waived without the express written consent of both you and us.