

# Official ArtPrize Rules for Participants

THANK YOU FOR YOUR INTEREST IN ARTPRIZE®. VOTING IN ARTPRIZE IS GOVERNED BY THE VOTING RULES SET FORTH BELOW. BY REGISTERING TO VOTE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT REGISTER TO VOTE.

ARTPRIZE IS A NON-PROFIT ENTITY WITH LEADERSHIP FROM THE CITY OF GRAND RAPIDS, DOWNTOWN GRAND RAPIDS INC, KENDALL COLLEGE OF ART AND DESIGN OF FERRIS STATE UNIVERSITY AND SUPPORTED BY FOUNDATION, PRIVATE, CORPORATE, AND GOVERNMENTAL UNDERWRITING. SUCH SUPPORTING ORGANIZATIONS AND MARKETING PARTNERS ARE HEREIN REFERRED TO AS “AFFILIATES” . THIS EXPERIENCE WOULD NOT BE POSSIBLE WITHOUT THEIR SUPPORT.

## **1. ELIGIBILITY:**

Voting is open only to those individuals (collectively, “Participants”) who are at least 13 years of age at the time of casting a Vote and who sign up in advance of casting a Vote as required below. You must utilize a smartphone device to cast votes. Voting in ArtPrize is void where prohibited by law and is only valid during the ArtPrize event, Sept 13 - Sept 28 (“Event”), and during the applicable Event voting period “Term”. All federal, state and local laws and regulations apply. Voting in ArtPrize is intended for viewing in the State of Michigan in the United States only and will be construed and evaluated according to Michigan law.

## **2.REGISTRATION:**

In order to vote in ArtPrize 2024, you must first register with a mobile / smartphone device. Registration must take place from your mobile device, however in order to cast your first vote and complete your registration you must be within the ArtPrize district during the Event designated Term (see [district map](#)). Scanning a QR code for any Entry or designated QR “register to vote” code will

prompt the registration screen to open. You must provide your phone email address to verify your mobile device and identity via email confirmation. By registering with ArtPrize, you agree to receive promotional and informational emails from ArtPrize and ArtPrize affiliate organizations. These emails may include but are not limited to: event announcements, artist highlights, and important updates. We strive to respect your inbox. You can expect to receive emails from ArtPrize periodically, and we will make an effort to keep the frequency reasonable. For more details, please refer to our [Privacy Policy](#).

### **3. VOTING:**

The following rules apply to Voting on an Entry (“Entry”) in ArtPrize:

- Votes must be cast online via mobile device during the Term. In order to vote online, you must first register to vote as described above.
- You must cast your first vote within the ArtPrize district (geolocation) of the event.
- Participants can vote daily, with one vote per Entry, per day.
- Participants can vote for as many Entries, per day, as they would like.
- Participants can vote by scanning the individual QR code connected to an Entry OR by searching the unique five digit Entry number associated with each Entry. After casting the first vote from within the ArtPrize district, Participants do not need to return to the ArtPrize boundaries (geolocation) to vote for additional Entries..
- In person votes can be cast from the ArtPrize Concierge during the (Event designated voting period) from 12pm - 8pm. Participants MUST bring relevant information consistent with the terms of eligibility and information about the Entry(ies) for which they wish to vote in order to submit an in-person vote. In-person voting is subject to the same terms, conditions, and governance as voting online.

### **4. ADDITIONAL RULES:**

Votes sent outside of the designated voting Term, will not be counted. ArtPrize may disqualify any Vote or Participant if, in its sole discretion, it determines that the Vote was cast in exchange for

compensation or other consideration or is otherwise contrary to the spirit of the competition. ArtPrize may prohibit a Participant from engaging in ArtPrize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of ArtPrize by cheating, hacking, deception, or other unfair participation or voting practices or intending to annoy, abuse, threaten, or harass any other entrants or ArtPrize's representatives. ArtPrize reserves the right to terminate or amend ArtPrize, in whole or in part, at any time without notice, if any factor interferes with its conduct as contemplated by these official rules, the Event, and the voting Term. ArtPrize's decisions and the decisions of the ArtPrize Steering Committee are final on all matters relating to ArtPrize and the subject matter of these rules. By voting in ArtPrize, the Participant agrees that ArtPrize and its respective affiliates, agents, directors, officers, and employees have no liability whatsoever for any injuries, losses, or damages of any kind relating to or arising from ArtPrize or resulting from the Participant's participation in ArtPrize, including any claim or loss that may occur at a Venue. The Participant agrees to defend, indemnify, and hold harmless ArtPrize and its affiliates, agents, directors, officers, and employees from and against any and all liability, claims, suits, actions, losses, and expenses, including 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 based upon or arising out of the Participant's actions or the Participant's participation in ArtPrize, or any other claim or demand relating to ArtPrize. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE, VOTING PLATFORM, OR UNDERMINE THE LEGITIMATE OPERATION OF ARTPRIZE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. 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. FOR INFORMATION REGARDING THE ARTPRIZE PRIVACY POLICY, PLEASE VISIT [https://www.artprize.org/pdf/PRIVACY\\_POLICY\\_2024.pdf](https://www.artprize.org/pdf/PRIVACY_POLICY_2024.pdf).

## **5. TERMS & CONDITIONS:**

All Participants are subject to the ArtPrize Visitor Terms and Conditions and indemnification as listed below. ArtPrize will use the information a Participant provides for verification and other purposes consistent with its Privacy Policy, these Rules, and any additional Terms and Conditions, available at [https://www.artprize.org/pdf/PRIVACY\\_POLICY\\_2024.pdf](https://www.artprize.org/pdf/PRIVACY_POLICY_2024.pdf). By registering to

vote or otherwise participating in the Event, you agree to ArtPrize's Privacy Policy and to follow all applicable Visitor Terms and Conditions.

#### **6. DISCLAIMER and Indemnification:**

ArtPrize and its respective affiliates, agents, directors, officers and employees (collectively, "Affiliates") have 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. 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.