

# OPEN PRINT EXCHANGE



## Participation Agreement

This project - at its core an art exchange - unfortunately only works if you give us all rights to your submission and exempt us from any liability. Without this legal protection, an art exchange like this with exhibitions etc. would simply not be possible for us. In the following, we (the OPP Open Print Projects UG haftungsbeschränkt) will try to break down and explain these rights and liability claims in more detail:

- It is our own motivation and an important part of this project to process and preserve your prints as professionally as possible. We promise to handle your prints carefully and dutifully and to prevent loss or damage at all costs. However, you must be aware that due to many factors, such as international shipping, we cannot guarantee this, even though we have tested and gone through the process prior to this project. For this reason, you must exempt us from any claims for loss or damage to your prints or data.
- Once we receive your prints, we will digitise them professionally in high resolution, save this data, and publish your prints in whole or in part if necessary. For their publication, we are planning to use Instagram and Facebook, as well as our own website, which is set up for this purpose. It is also possible that your prints will appear as part of documentaries etc. on e.g. YouTube. However, we reserve the right to publish these digitalisations of your prints elsewhere if we see other suitable opportunities. You therefore allow us to store and publish this data without any restrictions, i.e. not limited in time or space, and to pass on the data and rights to third parties if necessary.
- Worldwide exhibitions of your prints are part of this project, some of which are already planned. For this and all other opportunities you allow us to publicly show your prints. However, we do not promise or commit to showing your print in an exhibition. So far, the plan is to randomly select the prints that will be exhibited. We are setting up a system to make it easy for organisers to receive prints from us and host an exhibition on their own. That way we hope to be able to show as many prints as possible and that as many people as possible can visit an exhibition of mini prints.
- Since we are also planning exhibitions in galleries where artworks are usually available for purchase, we would also like to plan the option of selling prints. In past exhibitions with mini-prints people were always interested in buying them and it is our aim to fulfil this wish. It is explicitly not our aim to make any profit with these proceeds or to enrich ourselves. This means that we will keep track of the revenue and will only use it to support other artists, or promote the accessibility of printmaking. However, as creators of your prints, you hereby allow us the unrestricted sale of your prints at a price defined by us and waive any form of payment, accordingly giving us permission to sell your prints for the above purposes. This also applies to income arising from entrance fees or the like.
- We are also planning one or more catalogues with prints from this art exchange. For this, and other uses we may come up with in the future, you also allow us to digitally edit, print, and sell your artworks.
- For the various ways of displaying the prints, we place importance on the correct naming of the artist. If this is not possible due to technical reasons or if we make a mistake, we will try to correct it if possible. However, we cannot accept any legal liability for giving credit correctly, even though naming the creator is particularly important to us! We believe there is great value in this and are working on a system that will provide even more (voluntary) information about the artist for the viewer. This might include hashtags to find artists on social media, but also possible background information on the artwork and the technique of the print.

- In general, please bear in mind that once you have sent in your prints, you can no longer withdraw from the art exchange. This is not possible, for example, because we send your prints to various other participants around the world. However, you have the possibility to apply for a refund in the crowdfunding campaign or, if necessary, to partially reclaim your money as long as you have not sent in any prints. If we refund you for any reason after this point, this does not release you from this agreement.
- With this agreement you also state that you are aware that 9 of your 10 prints will be sent to other participants worldwide. These participants, in turn, are granted the right to publish the images they receive without restriction! This means that they can exhibit your (and other) prints, digitise, and distribute them. You and we expressly grant the right to publish the images on Instagram and Facebook.
- Regardless of the uses written above, you are of course still responsible if your prints violate applicable law. This also applies if claims by third parties arise through publication by us. We understand the publication of your images as being carried out on your behalf. If your submission seems discriminatory to us, if it glorifies violence or is otherwise inappropriate in any way, we reserve the right to not process them further, even without reimbursement of your entry fee, and to refrain from sending you any prints from other participants.
- By entering, you guarantee that you are of legal age and contractually capable, that the artwork is original, that you are the sole and exclusive owner and copyright holder of the artwork submitted, and that you have the right to submit the artwork to this project. Each entrant agrees not to enter the competition if:
  - 1) they infringe any exclusive rights, intellectual property rights, industrial property rights, personal rights or other rights (including but not limited to copyrights, trademarks, patents, trade secrets, or other confidentiality obligations); or
  - 2) they are likely to violate any applicable laws anywhere in the world.
- In the unlikely event that a dispute does arise, you agree that the dispute will be carried out in Germany and that the place of jurisdiction of OPP Open Print Projects UG (haftungsbeschränkt) in Cologne will be accepted.

Finally, we would like to point out once again that the above list is only an example of the current workflow of this project and the rights that may be affected by it. The list is not to be seen as complete but as a more detailed explanation of individual concrete uses. In fact, with this agreement you pass all rights of publication and use to us, even for previously unknown types of use and media, and agree to be responsible for all liability claims that may occur. Should individual components of this agreement prove to be invalid or unenforceable, this shall not affect the validity of the remaining components.

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