



**VESAVAR**  
The origin of art

## “VESAVAR OF THE YEAR 2024”

- **ART COMPETITION TERMS & CONDITIONS**

Entry in the art competition constitutes your acceptance of these official terms and conditions. Void where prohibited.

- **BINDING THE AGREEMENT**

In order to apply to **VESAVAR OF THE YEAR 2024**, you must agree to the Art Competition Terms and Conditions. Please read these Terms and Conditions carefully prior to your application to ensure you understand and agree to our rules of engagement. You agree that submission of any and all entries during the application process to the Art Competition constitutes an agreement to these Terms and Conditions. You may not apply and are not eligible for the Art Competition rewarding system described in these Terms and Conditions unless you agree to them. These Art Competition Terms and Conditions form a binding legal agreement between you and Vesavar Art Gallery with respect to the Art Competition. By entering the Art Competition, you agree to comply with and abide by these Terms and Conditions and the selection methods of the Art Competition judges, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept adjudicated decisions as final and binding as it relates to the content of this Art Competition.

- **ELIGIBILITY**

To be eligible to enter the **VESAVAR OF THE YEAR 2024** Art Competition, a) an Applicant must be completed his age of 30 on submission of the date of entry / at the moment of the submission, (b) sign up at the official Submission page and (c) provide a valid email address.

- **ART COMPETITION TIMELINES**

**VESAVAR OF THE YEAR 2024** Art Competition physical submission begins on 15<sup>th</sup> May 2024 ends on 05<sup>th</sup> June 2024 (the "Art Competition Period"). Applications submitted after 30<sup>th</sup> May 2024 the concern Entry will not be eligible. All art / paintings shall be deliver physically at their own cost at **Vesavar Art Gallery** ("Submission Deadline").

- **HOW TO APPLY**

Applicants are invited to apply for the Vesavar Art Gallery AG by submitting a form using the online form provided at the official Submission form. The application must fulfil all requirements provided in the instructions on the form. Applications that are incomplete or do not adhere to the rules or specifications of the Art Competition may be disqualified at the sole discretion of Vesavar Art Gallery. You must provide the information requested. You may not apply more than once or use multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent these terms and conditions of the Art Competition, your application may be disqualified at the sole discretion of the Vesavar Art Gallery.

- **LIMIT TO TWO (2) ENTRIES PER APPLICANT**

In case of a fraudulent or multiple application on behalf of one individual, any and all subsequent application may be disqualified. To be considered for the Art Competition, applications must be: (i) complete (as determined above); (ii) received by the 05<sup>th</sup> June 2024. Any application not meeting the aforementioned criteria will be disqualified. Vesavar Art Gallery accepts no responsibility for lost, delayed, damaged, defaced, or mislaid applications, however caused. Proof of submitting the form and an artwork does not constitute proof of applications. All applications will be deemed made by the Applicant submitted at the time of typeform completion.

- **VESAVAR ART GALLERY REQUIREMENTS**

The Applicants and their applications to this Art Competition have to meet the following criteria ("VESAVAR OF THE YEAR 2024 Requirements"):

1. The Applicants must be 30 years of age minimum at the time of submission.
2. The Artworks must not be derogatory, offensive, threatening, defamatory, disparaging, libellous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person or otherwise does not comply with the theme and spirit of the Art Competition.
3. The Artworks must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations including the laws or regulations in any state where the Art Competition and supporting statements and artworks are created.
4. The Artworks must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, representation of characters indicating sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Art Competition, as determined by Organizer, in its sole discretion.
5. The Artworks must be original, unpublished and unminted works that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
6. The Artworks cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
7. The Applicant's submission is not subject to any actual or threatened litigation or claim.
8. The Applicant should not include any disparaging remarks relating to the Organizer or a third party.
9. The Applicant's Artwork is submitted in the prescribed form and made available to the Art selection through the channels indicated above.

10. During the Art Competition Period, the Vesavar Art Gallery team, its agents and the Judges will be evaluating the submissions. The Vesavar Art Gallery reserves the right, in its sole discretion, to disqualify any Applicant who submits the application and supporting statements which do not meet the Art Competition Requirements. Incomplete applications or applications not complying with these Terms and Conditions are subject to disqualification.
11. Artists of the selected artworks for the Art Competition agree to perform at least one round of minor edits with 72 hours' notice.
12. After the artwork is submitted to the Vesavar Art Gallery, no contestant may thereafter mint the artwork elsewhere.  
The value of awards to individuals is considered taxable income which the artist or his/her legal representative takes charges of independently and individually.

## • **RIGHTS AND WARRANTIES**

By applying for the Vesavar Art Gallery Art Competition and providing your original artwork you understand and agree that Vesavar Art Gallery and anyone else acting on behalf of the Vesavar Art Gallery or its respective licensees, successors, affiliates and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Vesavar Art Gallery Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notices, review, or consent.

By applying for the Vesavar Art Gallery Art Competition, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your application and submitted artwork infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the DigitalArt4Climate. If the content of your entry is claimed to constitute an infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Vesavar Art Gallery from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Vesavar Art Gallery may incur, suffer, or be required to pay to arise out of such infringement or suspected infringement of any third party's right.

## • **INDEMNIFICATION**

To the maximum extent permitted by law, Applicants indemnify and agree to keep indemnified Vesavar Art Gallery at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Applicants agree to defend, indemnify and hold Vesavar Art Gallery harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from:

- (i) any submission, statements or other material uploaded or otherwise provided by Applicant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;

- (ii) any misrepresentation made by Applicant in connection with the Art Competition;
- (iii) any non-compliance by Applicant with these Terms and Conditions;
- (iv) claims brought by persons or entities other than the parties to these Terms and Conditions arising from or related to Applicant's involvement with the Art Competition;
- (v) acceptance, possession, misuse or use of any prize or participation in any Art Competition-related activity or participation in the Vesavar Art Gallery Art Competition;
- (vi) any malfunction or other problem with the Vesavar Art Gallery Site in relation to the entry and participation in the Vesavar Art Gallery by Applicant;
- (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Art Competition by Applicant and in the voting process by consumers;
- (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Art Competition by Applicant.

- **JUDGING**

The artworks for the Art Competition will be selected by Vesavar Art Gallery Judges ("Consortium") Winners of the Art Competition will be notified via email on \_\_\_th of \_\_\_ 2024. All winning Applicants will receive an email from **www.vesavar.com** mail to: **info@vesavar.com**, Vesavar Art Gallery shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 14 (fourteen) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt of the prize offered in the Vesavar Art Gallery Campaign by the Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official Terms and Conditions by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as a Winner, and all privileges as winner will be immediately terminated. You may request a copy of the winners' list. All such requests must be sent within 14 (fourteen) days from the end of the Vesavar Art Gallery Art Competition Entry Period.

- **REWARDS**

The Winner(s) of the VESAVAR OF THE YEAR 2024 Art Competition (the "Winner(s)") will receive the following rewards:

**Applicant submitting the creative artwork in abstract form will receive Rs. 1,00,000/-**

- **ELIMINATION**

Any false information provided within the context of the Art Competition by Applicant concerning identity, digital currency public address if required, mailing address, email address, ownership of right or non-compliance with these Terms and Conditions or the like may result in the immediate elimination of the Applicant from the Art Competition.

Vesavar Art Gallery's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that or any other provision. Vesavar Art Gallery reserves the right to disqualify Applicant who violate the Terms and Conditions or interfere with this Art Competition in any manner. If an Applicant is disqualified, Vesavar Art Gallery reserves the right to terminate that Applicant's eligibility to participate in the Art Competition.

Any attempt by an Applicant to deliberately damage any website or undermine the legitimate operation of Vesavar Art Gallery may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

- **CHANGES TO THE ART COMPETITION**

If for any reason the VESAVAR OF THE YEAR 2024 Art Competition is not capable of proceeding as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Art Competition, Vesavar Art Gallery reserves the right at its sole discretion to cancel, terminate, modify or suspend the VESAVAR OF THE YEAR 2024 Art Competition.

- **LIMITATION OF LIABILITY**

By entering the VESAVAR OF THE YEAR 2024 Art Competition Applicant agrees to release and hold the Vesavar Art Gallery and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not by

- (i) such Applicant's participation in the VESAVAR OF THE YEAR 2024 Art Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof;
- (ii) unauthorized human intervention in any part of the VESAVAR OF THE YEAR 2024 Art Competition;
- (iii) electronic or human error in the administration of the Vesavar Art Gallery or the processing of entries;
- (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment;
- (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service;
- (vi) printing errors;
- (vii) lost, late, postage due, misdirected, or undeliverable mail.

- **JURISDICTION AND DISPUTES**

These Art Competition Terms and Conditions shall be governed by, subject to, and construed in accordance with the laws of India, excluding all conflict of law rules. If any provision(s) of these Terms and Conditions is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Would any dispute arise in connection to the VESAVAR OF THE YEAR 2024 Art Competition, parties shall aim to resolve such dispute amicably. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Art Competition are hereby excluded, and Applicant expressly waive any and all such rights.

- **PRIVACY**

At Vesavar Art Gallery, being incorporating under the laws of Austria, we respect your right to privacy and take personal data protection extremely seriously, as we would like to provide you with the highest level of protection of the personal data that you have trusted us. This Policy is based on applicable relevant legislation on the protection of personal data.

**VESAVAR ART GALLERY WILL NEVER ASK YOU FOR YOUR PERSONAL WALLET LOGIN INFO, SEED PHRASE, PRIVATE ADDRESS INFORMATION, OR ASK YOU TO SEND THE VESAVAR ART GALLERY MONEY/CRYPTOCURRENCY AT ANY POINT.**

***VESAVAR ART GALLERY***