

## Terms & Conditions for the Straffe Hendrik Art Contest



### Article 1 - Finality

The brewery De Halve Maan, in collaboration with "BO Paintings", an artpromoter, organizes an art contest (hereafter the "contest") on the topic of its beer "Straffe Hendrik" with the purpose of promoting artistic talents.

The winning artworks will be reproduced and exhibited in various promotional places throughout the world (Belgium, Netherlands, France, United States) in order to promote the beer Straffe Hendrik. The winners of the contest will receive a money prize and enjoy visibility of their work throughout the exhibition of their artwork, the art book, and the publicity around the contest.

### Article 2 - Participants

The contest participants must be major of age. Each participant is authorized to provide up to 3 works. All works have to be submitted at the same time – only one subscription form is allowed per person.

### Article 3 - Works

Each work submitted must be an original and personal work of the author. Nor the style nor the technique (painting, drawing, photography, numerical creation,...) is imposed, provided that the artwork can be reproduced by impression on a flat surface of 1m<sup>2</sup> (canvas, panel, dibond/aluminum or plexiglass,...), without being denatured. Audio-visual creations as well as sculptures and creations in 3 dimensions are therefore excluded.

The format of the (original/printed) artwork must be a square of 1mx1m.

The theme of the contest is the beer "Straffe Hendrik" which principal characteristics and proprieties are the following: Beer, "Straf", Maturity, Strong, the Moon, Character, Vigorous, Tradition, Heritage, Unique, Wild, Sophisticated.

The artist is invited to read and familiarize himself with the website of the Brewery ([www.halvemaan.be](http://www.halvemaan.be) and [www.straffehendrik.be](http://www.straffehendrik.be)) in order to better apprehend his/her topic. The logos and pictures of the beer "straffe hendrik" can be downloaded from the contest webpage and used for the art contest.

The artworks submitted during the previous editions are visible on the website of Blurb [art book 2010](#), [art book 2011](#), [art book 2012](#) and [art book 2013](#) and [art book 2014](#). The works already submitted in a previous edition cannot be presented again. At any moment in time the Jury can remove art works submitted on the website that are not compliant to the theme or the criteria defined by the jury (the artistic quality of the work, the compliance to the topic, the characteristics of Straffe Hendrik, the originality of the work, its visual impact and the promotional character of work)

### Article 4 – Winner selection

1 artwork will be selected via a public vote on the internet, 3 works will be selected by the jury. 15 works will be preselected by a jury who will then select among those the 3 winners. Both the public vote and the preselection by the jury will be based on digital files.

#### Public Vote

All artworks presented are subject to a public vote: any person having a Facebook profile can give his/her vote for the artwork he/she finds the best. One vote per person per artwork is authorized.

The artwork with the highest number of votes on September, 15th 2015 at midnight will get the public prize.

The participants can, if they want, invite their friends to vote for their artwork by using the appropriate button on the contest website (which drives the user to Facebook in order to select their friends) or by copying the URL of their artwork published on the website and sending it to their friends.

At any moment in time the Jury can remove art works submitted on the website that are not compliant to the theme or the criteria defined by the jury (the artistic quality of the work, the compliance to the topic, the characteristics of Straffe Hendrik, the originality of the work, its visual impact and the promotional character of work).

### Selection by the Jury

The jury will be composed of members of BO Paintings, the Brouwerij De Halve Maan, marketeers and members of art schools. This year the jury will be lead by Kamagurka. The jury will first select 15 finalists. The 15 shortlisted works will be submitted in actual size to be appreciated and judged by the jury who will retain 3 winning artworks and award the prizes.

The organizers shall keep a discretionary right to modify the composition of the jury.

The artworks will be judged according to the following criteria:

- The artistic quality of the work
- The compliance to the topic (see art. 3), the description of the characteristics of Straffe Hendrik
- The originality of the work, its visual impact
- The promotional character of work

The decisions of the jury are final and no subject to any claim or appeal.

The organizers shall keep the discretionary right to refusing artworks that appear to be counterfeits or copies or which may be regarded as non ethical or offensive.

### **Article 5 - Course of the contest**

This sixth edition of the contest is going to be launched on April, 30th 2015.

The artworks (or their photo) must be submitted via the [contest website](#) by September 15<sup>th</sup>, 2015, before midnight. The public vote and the jury pre-selection will be made on the basis of the digital files. No artwork should therefore be transported at this phase.

The public vote will be closed at the same time than the contest; we will therefore elect the winner of the public prize on September 15<sup>th</sup>, 2015 at midnight.

End of September, the jury will select the 15 finalists. The finalists will be informed by September 25<sup>th</sup>, 2015 by e-mail and the 15 preselected works will be displayed on the contest website.

The authors of the 15 shortlisted works as well as the winner of the public vote will have to hand over their original work (printed on a support of the artists' choice for numerical works) in Brussels or Bruges between September 25<sup>th</sup> and October 9<sup>th</sup>, 2015. The delivery addresses will be communicated in due time. The artworks do not have to be framed but they should have a proper working hanging system. The costs of transport and any eventual insurance are borne by the participant. The 16 artworks will be exposed in the brewery De Halve Maan in Bruges (Belgium) during the closure event on October 24<sup>th</sup> 2015.

During the physical delivery of the artworks, each participant must enclose a signed copy of the contract for the transfer of rights (see the appendix). Without this formal agreement, the participation to the final will have to be cancelled.

The organizer shall not be responsible or held responsible for any damages, destruction or theft of the artworks. Participants are invited to insure their artworks as appropriate.

The participants can get back their artworks in Bruges after the closing event (October 24<sup>th</sup> 2015).

A jury will select among the 15 shortlisted artworks the 3 final winning artworks. The names of the winners will be communicated on October 24<sup>th</sup> 2015 during the contest closing event. The authors of the 15 preselected works and the winner of the public vote are formally invited to taking part to this event.

BO Paintings will send to all participants the relevant communications during the contest. Therefore, it is important and recommended to give a real e-mail address, to add info@bopaintings.com in your "desired contacts" and to check your mailbox on a regular basis.

### **Article 6 - Subscription**

The registration for the contest is only through the form provided for this purpose on the competition website (['Submit your art'](#)). The following information should be provided:

- A picture of the artwork – the picture should be submitted as JPEG image of correct quality (at a resolution of min 72 dpi) but of reasonable file size (max 2MB).
- The title of the work
- The contact info of the author of the work (postal address, e-mail address, Phone/Mobile) and Nationality
- A free description explaining the technique used, the artistic process, or a brief biography of the author
- The confirmation of having read and accept formally and irrevocably the terms and conditions of the contest including the clause related to the transfer of intellectual property rights (check box in the submit form)

The participation to the contest implies the participant's express authorization of use and treatment by the Brouwerij De Halve Maan of personal data for the purpose of the art contest and merchandising amongst other.

Should the subscription not contain the above-mentioned conditions, the participation won't be valid. Reminder, only one subscription form per person is allowed.

### **Article 7 - Contest Prizes**

A total amount of 7000€ shall be distributed to the winners, as follows:

- The 1st winner will receive an amount of money of 3.000,00 €
- The 2nd winner will receive an amount of money of 1.500,00 €
- The 3rd winner will receive an amount of money of 1.000,00 €
- The winner of the public vote will receive an amount of money of 1.500,00 €

The proclamation of the winners and the awards will take place, in principle, on Saturday, October 24<sup>th</sup> 2015 at the Brewery De Halve Maan in Bruges.

### **Article 8 – Intellectual Property rights.**

The original work will remain the property of the artist. The artworks must be original. The participant must detain all rights on the work, which must not violate any third parties rights. The participant guarantees and holds harmless the organizer against any violation of rights and/or damages which may result of such third party claim.

Following the agreement the participant hereby transfers, against the remuneration described in article 7, explicitly all intellectual property rights of the artworks selected. The Brouwerij De Halve Maan and BO Paintings will not be held responsible under any circumstances for any damage, which may result from the reproduction and/or adaptation of the work.

### **Article 9 – Facebook**

This contest is not supported or sponsored by Facebook. The information that the organizers communicate via this media is addressed to those interested in the strafe artist contest and/or in the beer and not to Facebook. McArnolds (McArnolds Communication, Avenue Montjoie 165, 1180 Bruxelles) is responsible for the website development including the interactions with Facebook. Any lawsuit related to this will fall under the responsibility of the company.

### **Article 10 - Uncovered case**

Any difficulties, problems or circumstances that may arise that have not been explicitly addressed in these terms & conditions will be supremely appreciated and in good faith by the organizers, whose decision will not be appealable.

### **Article 11 - Agreement**

This agreement is subject to the Belgian law. Any dispute relating to its existence, interpretation and / or execution will fall within the exclusive jurisdiction of the courts of Brugge, in Belgium.

The terms & conditions are written in Dutch, French and English. In case of dispute, only the French version will prevail. The artist accepts and agrees explicitly that his/her participation to the contest involves the knowledge and the full agreement of these rules.

**Attachment:** agreement transfer of intellectual property rights.

## Contract for the assignment of intellectual property rights

This agreement must be considered as part of the general terms and conditions of the art contest "Straffe Artist Wanted" organized by the bvba Brouwerij De Halve Maan, (hereafter « Brouwerij De Halve Maan »), headquartered at 8000 Brugge, Walplein 26 registered BCE nr. 0871.950.123, and BO Paintings bvba.

The terms and conditions may be consulted on the [contest website](http://www.straffeartist.be/rules.php) (<http://www.straffeartist.be/rules.php>)

Within the context of participation at the art contest for the Straffe Hendrik, the undersigned \_\_\_\_\_ (hereafter «Participant»), with domicile at \_\_\_\_\_, declares and consents to the following authorizations and assigns any and all of his/her rights described hereafter to the Brouwerij De Halve Maan and relating to the work(s) of art submitted within present art contest Straffe Hendrik (hereafter «work»).

- 1.** The Participant declares and guarantees to be the sole and unique author and owner of any rights related to the artwork(s) he/she has submitted and ensures it does not constitute a copy or part hereof.
- 2.** The Participant hereby authorizes Brouwerij De Halve Maan and/or Bo Paintings to reproduce and exhibit the artwork, and to publish it on the web site, facebook and any other means of communications with respect to the art contest.
- 3.** Should a participant's work being selected among the three winning works the Participant shall automatically, upon announcement of selection, definitely and irrevocably assign any and all of his intellectual property rights, including author rights to Brouwerij De Halve Maan, relating to the work submitted for the total duration of the author's right for the whole world.
- 4.** Present assignment of rights includes but is not limited to the right to reproduce, adapt, modify, distribute, exhibit, represents and communicate to the public the work, entirely or partially, in its initial form or not, for commercial purposes or not, through any means and/or carrier analog or digital, and for any known means of exploitation.

This assignment includes for example but is not limited to, the right to apply and to reproduce the artwork, entirely or partially, in its original or adapted format, to labels, glasses, cork, cases, bottles, silverware, dishware, tables, chairs, stools, parasols, cartons, packaging, pens, notebook, pencil, eraser, ruler, stickers (post-its®), stickers, pins, web site, food, drinks, clothes (T-shirts, hats, shoes, pullover, sweater, trousers, skirt, etc.), newspapers, books, folders, advertisements, gadgets and any other possible means of merchandising.

This assignment includes the right for Brouwerij De Halve Maan to register the artwork, or part of it, adapted or not, as a trade mark for products and services, design or model, in any part of the world as elected by Brouwerij De Halve Maan;

As counterpart, the Participant shall receive a set fee remuneration as set forth in the Rules and terms of the art contest. This set fee remuneration shall be paid to the Participant after the price award session on October 24th, 2015. The Participant formally recognizes that this price award shall constitute the entire remuneration or payment of the assignment of rights. No other payment shall be claimed by the Participant or paid by the organizer of the art contest.

- 5.** By executing present assignment of rights, the Participant shall transfer and/or renounce to claim any and all moral rights to the work to the largest extent possible as admitted by Belgian law. The assignor reasonably commits to mention the artist's name to the extent technical, commercial and physically possible. Nonetheless and if applicable, the Participant authorizes the Brouwerij De Halve Maan not to mention the artist name or identification. The Participant shall not oppose, or refuse, any modifications or adaptations necessary to the work to the extent they do not violate the reputation or integrity of the creator.
- 6.** Brouwerij De Halve Maan commits not to modify the work in a sense that is violating the artist's integrity or reputation according to the professional applicable standards and without any obligation to use the work.
- 7.** This agreement shall be construed according to Belgian law. Any disputes shall be submitted to the exclusive jurisdiction of the courts or tribunal of Brugge, Belgium.

Done in two original on \_\_\_\_\_, each party recognizes to have received one copy.

The Participant

Brouwerij De Halve maan