



# FESTIVAL OF ARTS

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## COMPETITION PROCESS

### Deadline

- All entries need to be submitted before **Wednesday 15 December 2021**.
- Shortlisted participants will be required to deliver their physical works to Dubai Festival City Mall by **Sunday 19 December 2021**.

### Entry Criteria

- Based in the United Arab Emirates | Permanent Resident or UAE National.
- Submissions accepted for *wall-based art* only.
- Maximum file size of 5MB. (Accepted formats are .jpg .jpeg .pdf .png)
- Submissions should respect cultural sensitivity.

### Categories

- Calligraphy
- Fine Art
- Photography
- Design

### Prizes

- Four winners selected, one from each category :
  - Purchase Price** up to 10,000 AED each
  - The 4 prize winners will get a chance to display their work at an **Art Gallery** in a premium location at Dubai Festival City Mall.*
  - Exclusive Mentorship\* Sessions** with Judges for four winners.
  - Business Startup Programme\*** supported by Al-Futtaim for four emerging artist winners.
  - Grand Prize Winner** selected from four winners
  - Interpretation of winning art piece featured on **Dassault 2000 LXS Falcon private aircraft**.
  - Aircraft will fly around the world for 6-months.

*\*Terms & conditions apply*

### Intellectual Property

*The artists participating in the Al-Futtaim Festival of Arts consent to give permission to Dubai Festival City Mall and DC Aviation Al-Futtaim, who without charge may need to reproduce the artists' work for purposes of marketing, promotion in media including all social media, publications, websites, and digital screens. Any image shared via email, website or social media remains entirely the intellectual property of the artist. Art submitted into the competition may be used for exhibition purposes in public locations within Dubai Festival City Mall.*

## Terms & Conditions

1. The within terms and conditions (the “**Terms and Conditions**”) relate to an art competition entitled the “Al-Futtaim Festival of Arts” (the “**Competition**”) which Dubai Festival City Malls in association with DC Aviation Al-Futtaim (the “**Company**”) intend to run from November 2021 to January 2022 and from which the Company through the judging panel (announced) shall select 4 prize winners and 1 grand prize winner and who shall select unspecified number of works to be exhibited at a prime location at Dubai Festival City Mall times to be confirmed by Company.
2. By entering this competition, the entrant (the “**Artist**”) accepts these terms and conditions as set out hereinafter and the entrant further accepts that the terms and conditions of this competition may be altered, amended, varied or otherwise modified by the Company at any time up to and including the final determination of the competition and that such alteration, amendment or variation may be made orally or in writing and at all times the terms and conditions are at the sole discretion of the company.
3. The Competition is open to all Emerging Artists residing in UAE.
4. The competition shall open at **8:00am on Tuesday 2<sup>nd</sup> November 2021 and shall close at 12 Noon Wednesday 15 December 2021.** Entries received after this date and time shall not be considered for entry under any circumstances. The Company reserves the right, in its absolute discretion, to extend the Closing date of the competition for a reasonable period of time and where so extended the date upon which the Company decide to be the subsequent closing date shall be the closing date for the purposes of these terms and conditions.
5. In order to enter the competition, all entrants shall complete an online application form at <https://www.al-futtaimalls.com/home/partner-with-us/festivalofarts> and follow all directions therein.
6. The submitted entry (the “**Work**”) must be original. There is no minimum size limit however all artwork online submissions should not exceed 5MB and should be in the one of the following formats: *.jpg .jpeg .pdf .png*.
7. The Artwork should be wall-based art. The work selected for exhibition must be available from **Sunday 19 December 2021.** While the company shall endeavor to provide advance notice to all entrant with respect to key dates and timelines, the company reserves the right to make such alterations and changes to key dates as are reasonably necessitated.
8. Work that does not fit within the Conditions of Entry will not be admissible and will not be considered for exhibition. The Company shall retain full and sole discretion over every question as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible works: a. Copies of original works; b. Works that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright); c. The work is incomplete; d. Work, that in the reasonable view of the Company, contain noxious or toxic substances, are flammable below 50°C or incorporate dangerous electrical equipment or are otherwise considered inconsistent with safe exhibition, handling or storage; e. Work, that in the reasonable view of the Company, didn’t take in consideration Cultural sensitivity.
9. In addition, the Company reserves the right to disqualify a work, where in the reasonable view of the Company: a. the work does not meet any of the entry criteria; b. The Artist cannot be contacted; c. The Artist does not respond within 48 hours of being contacted by the Company.
10. The judges shall be appointed by the Company in such number and of such qualification as it sees fit at its sole discretion. The Judges’ decision shall be final and no correspondence will be entered into. All works will be judged anonymously and there will be no segregation by genre or style etc.
11. The Company shall endeavor to notify successful Artists who will be invited to have their work exhibited (the “Selected Artist(s)”) on or **Sunday 19 December 2021** or such other date as the Company, at its absolute discretion, shall elect (the “Notification Date”). On or shortly thereafter the notification date, all selected artists will be contacted and provided with full delivery details and the relevant dates. The delivery of the work to and from the exhibition is the responsibility of the artists. The Company may seek verification of the Artist’s eligibility to enter the competition and may be required to provide further high-quality images of their work for marketing or promotional purposes.
12. The return of work after the exhibition is the responsibility of the artists. The Company reserves the right to donate any works after the exhibition that have (i) not been collected by the artists or (ii) where the artists have made no attempt to collect their work within 3 months of the collection date.
13. By completing the entry form, the Artist agrees to the Company collecting, retaining, processing, or otherwise utilizing the Artist’s personal information solely for the purposes of processing the Artist’s entry to the competition, the promotion and administration of the competition and the creation of the exhibition. The Artist’s personal information will not be shared with third parties or otherwise processes for alternative purposes without the Artist’s consent.
14. By completing the entry form and by providing any further information to the Company in relation to the competition, the Artist warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the company, that the Artist is in breach of this warranty, or where the company understands or apprehends there to be a risk that the Artist, has or will bring the competition or the company into disrepute, the company shall be entitled to take such steps as are necessary to conclude the Artist’s involvement in the competition forthwith.

15. The Artist shall not make, or permit any person to make, any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or terms of the competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the company save where such information is already in the public domain or the express written consent of the company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these terms and conditions.
16. Whilst the Company shall use reasonable skill in all circumstances in handling artists' works, occasional damage to works may occur. The Company shall have no liability whatsoever for any loss, damage or destruction (including loss of profits or any other consequential loss, indirect or incidental losses) to, or relating to, a work of art submitted for exhibition unless such loss arises as a direct result of negligence by the Company. The Company's total responsibility in connection with these conditions of entry (whether from negligence, tort, breach of contract or otherwise) shall not exceed the lower of the value of the work of art as stated on the Entry Form (if provided) or the value as determined by an independent valuer selected by the Company.
17. It is highly recommended that the exhibiting artists insure with a reputable insurance company their works of art for their market value.
18. The Company reserves the right to deny admission to the competition, or withdraw a work from the competition or exhibition if for any reason the work, or any circumstances surrounding the display of the work, appears to the Company to expose it to risk of legal proceedings, reputational damage or other potential loss or if the Work acts in any way detrimental to the brand of the Company.
19. Each artist, by entering the Competition confirms that they hold all intellectual property rights in the work and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted work.
20. Without prejudice to the within terms, the company recognizes that the copyright in all works created by the Artist remains with the Artist, however it is a necessary condition of entry, and by so entering, the Artist hereby agrees to grant all necessary rights licences, approvals and authorizations to the company to include, inter alia, the Artist's work in any footage recorded or captured during the competition / exhibition, including the right to use such images for the promotion of the competition, exhibiting the work publicly, referring to the work on digital platforms in the control of the Company, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Artist hereby grants the company with a non-exclusive, worldwide, royalty free licence to use and publish such footage or materials obtained or others materials in electronic format for purposes connected solely with the competition. Where further consent is necessary from the Artist, it shall not be unreasonably withheld.
21. Artists will allow the work to be photographed and reproduced by the Al-Futtaim Festival of Arts for the purposes of promoting the exhibition including; catalogue, press and publicity and websites in all territories. Copyright of all works remains the property of the artist. Any enquiries for copyright will be referred to the artist.
22. For the avoidance of doubt, the Artist hereby warrants that they own the copyright to the competition entry and further warrant that the work contains no feature or aspect or material that constitutes a breach (or potential/anticipatory breach) of a third party's intellectual property.
23. By entering the Al-Futtaim Festival of Arts, artists are agreeing to all of the within Conditions of entry. The Company's decision on all matters pertaining to the above is final. The Company reserves the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms of this competition.
24. These terms and condition (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.