

Terms & Conditions

To read our complete terms and conditions. Please note that selected artists for the collective exhibition award are responsible for arrangements and costs connected to shipping to and from the exhibition and for insuring the artwork while it is in transit.

Competition Terms and Conditions

By entering this competition, you hereby agree to the following terms and represent and warrant to the Magyar Foundation of North America (“MFNA” or “us”) that all registration information you submit is truthful, accurate and:

- 1. Eligibility** - The competition is open to all artists 18 years of age or older those use of their artworks or images does not and will not violate any applicable law or regulation, or any agreement to which they are a party. Employees of the Chelsea International Fine Art Competition and sponsors are not eligible to enter.
- 2. Copyrights** – All of the images that you will be submitting are images of original artwork created by yourself or are artworks created by an artist who authorized you to submit the images on his/her behalf. Images submitted by you do not violate the privacy rights, publicity rights, copyright or other intellectual property rights of any person or entity. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting our rights, it is our policy to terminate all relations with any artist who infringes copyright upon our receipt of a notice of infringement from the copyright owner or the copyright owner’s legal counsel.
- 3. Artwork Subject Matter** - The artwork which will be uploaded by you will not include material that is pornographic, sexually explicit, violent and/or racist.
- 4. Juror** – If for any reason an announced juror is unable to judge the entries, the entries will be judged by the remaining jurors and/or alternate jurors.
- 5. Jurying** - Judging will be ‘blind’. Individual scores from judges will be averaged to produce a single score for each entry. No names or other indicators will be shown in judging to lead to the entrant and no names or other indicators are allowed on the Entry that could indicate who is the author of the Entry. All decisions of the judges are final and are reached at their own discretion.
- 6. Selected Artists** – If your work is selected it will be your exclusive responsibility to deliver the actual artwork to us and to make sure it is framed and/or ready to be displayed. You agree that you will follow all of Magyar Foundation of North America’s procedures for promotion and exhibitions and that MFNA has the exclusive right to revoke your participation if those instructions are not followed. If you’re not able to

have the artwork shipped to the exhibition, MFNA will provide a monitor to display your artwork in the exhibition at no additional cost. Monitors will be provided to the first 10 selected artists who request them. On each monitor we may display up to 5 images of your artwork.

7. **There are no alternatives available for award winners.** Awards recipients are responsible for any import taxes or levies payable on receipt of the awards in your own country. All awards must be collected no later than 30 days from the announcement of the results. We will send the (collective exhibition) selected artists the exhibition participation forms by email no later than April 23rd and must be returned no later than May 10th. Artists who will not return their forms in time will lose the right to participate in the collective exhibition. Hungary Emerging reserves the right at its own discretion to limit the number and amount of rewards or cancel this event in its own discretion.
8. **Artwork sales** - MFNA's commission structure is 50/50: the artist receives 50% of the list/retail price and the gallery receives 50% of the list/retail price. In addition, All proceeds from the sale of artwork from the competition exhibition go back to our efforts of promoting Hungarian arts and culture.
9. **Usage of Images** – We will have the right to publish images of your artwork selected by the jurors on our websites and other advertising channels to promote future competitions and your artwork.
10. **Changes in Schedule** - MFNA reserves the right to change competition deadlines and dates due to circumstances beyond its reasonable control.
11. **Covenant not to Sue.** By signing this Agreement, regardless of the extent of your participation in this competition, you agree to not sue or bring any action of any kind against the individual members, officers, directors, employees or agents of the Magyar Foundation for any loss or damage that may be suffered by any party, and you specifically waive any rights you may have against any individual person associated with the Magyar Foundation arising from anyone's performance during this competition or under the terms of this agreement, and agree to not publicly disparage the Magyar Foundation in any manner for its performance of this competition.
12. **Indemnity** - You agree to indemnify and hold MFNA, its Directors, subsidiaries, affiliates, officers, agents, representatives and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, relating to any claim made by any third party due to or arising out of your violation of any of the foregoing terms and conditions and/or any breach of your covenants, representations and warranties set forth above.