

# PHILIPPINE ART FESTIVAL

## USER - Terms and Conditions

### Introduction

Welcome to the [www.philippineartfestival.com](http://www.philippineartfestival.com) website ("Website"). This website is owned and operated by **Epitome Marketing Corporation**, 1706 Rimando Building, E. Rodrigues Street, Brgy. Immaculate Conception, Quezon City, Philippines. By using our website, you agree to comply with and be bound by the following terms and conditions ("Terms and Conditions"). Please review these terms carefully. If you do not agree to these terms, you should not use this website.

Key Promoter, Grant Provider & Fulfilment Partner

Pursuit Branding Private Limited, India

Strategic Partner

Mazda Art India Private Limited

### Description of Service

We provide an online platform for engaging with Artists, organising Art Exhibitions & Art festivals globally, leveraging technology to create an online platform for Art and supporting Art Education by way of Grants & Scholarships. We provide Representation Services to artists to promote the artist and their artwork internationally.

### Personal Information and Privacy Policy

In the course of your use of the website [www.philippineartfestival.com](http://www.philippineartfestival.com), you may be asked to provide certain personal information to us. Our use of any information you provide via the Website shall be governed by our privacy policy. We collect information such as names, email addresses, mobile numbers, and KYC information where necessary for the purpose of transactions, communication, and service improvement.

Use of Information

We use the information we collect to improve our services, communicate with users, and conduct transactions. We do not share this information with other companies without explicit consent from the user, except as necessary to process transactions or comply with legal requirements.

### User Behaviour and Conduct

All users are expected to behave respectfully and responsibly while using our website [www.philippineartfestival.com](http://www.philippineartfestival.com). Any actions that harm or disrupt the operation of the site, infringe upon the rights of other users or us, or violate any laws are strictly prohibited. We reserve the right to take appropriate legal action against any user who violates these terms, including banning them from the website [www.philippineartfestival.com](http://www.philippineartfestival.com).

Intellectual Property Rights

All content on this website [www.philippineartfestival.com](http://www.philippineartfestival.com), including text, graphics, logos, images, and software, is the property of Epitome Marketing Corporation or its content

suppliers and protected by copyright laws. Users are not allowed to reproduce, modify, distribute, or use the content in any way.

## Dispute Resolution

Any dispute arising out of the use of the website, regardless of whether the dispute is based on contract, tort, strict liability, or otherwise, shall be governed by the laws of the Philippines, and shall be resolved in the courts of Philippines.

## Limitation of Liability

[www.philippineartfestival.com](http://www.philippineartfestival.com) is not responsible for any damages, including, but not limited to, direct, indirect, special, incidental, or consequential damages, arising out of, resulting from, or any way connected to the use of the website, whether or not based upon warranty, contract, tort, or otherwise.

## Termination

We reserve the right to terminate any user's access to our website [www.philippineartfestival.com](http://www.philippineartfestival.com) for any reason and at any time, with or without notice.

## Changes to The User Terms & Condition

We reserve the right to update or modify these terms and conditions at any time. We will notify users of any changes through various communication channels, including but not limited to, notifications on our website, emails, and social media.

## Jurisdiction

The website [www.philippineartfestival.com](http://www.philippineartfestival.com) is managed by Epitome Marketing Corporation, Philippines. The laws of Philippines will govern these terms and conditions, without giving effect to any principles of conflicts of laws. Grant Scholarships Terms and Conditions

The art Grant & Scholarship is a financial support provided to artists and creative individuals to fund their artistic projects. It is a form of funding that helps artists pursue their artistic endeavours, explore new ideas, create new works, or engage in artistic research and development. The purpose of the Grant is to encourage artistic expression, support cultural and artistic growth, and contribute to the development of the arts community.

## Eligibility:

The Grant is open to artists of Philippine nationality and residents of the Philippines. The artwork submitted with the application must be the original creation of the artists.

## The Jury

[www.philippineartfestival.com](http://www.philippineartfestival.com) has appointed an Independent Jury Team consisting of eminent artists and experts for the selection of exhibits and the finalisation of Grants and

Scholarships. The Jury team is separate from the Management Team, for a fair and transparent decision-making process. [www.philippineartfestival.com](http://www.philippineartfestival.com) reserves the right to appoint more Juries to the Jury Panel and also end or terminate any Jury at any point in time, without any prior notice.

## Shortlisting Criteria by Jury

The shortlisting process will be based on the applications and photographs of art works submitted by the applicants and must be in accordance with the guidelines given in the Grant & Scholarship application.

## Jury Rights

The Jury reserves the right to discard any application if the artwork is deemed to be below the expected level, unethical, plagiarised, or unacceptable by the organisers. The decisions made by the juries are final and binding. No correspondence regarding the decisions will be entertained.

## Modification of Grants & Scholarships

We reserve the rights to edit, append, alter at any time, The Grant & Scholarships offered on the website [www.philippineartfestival.com](http://www.philippineartfestival.com) including the amount of grant offered, number of winners, submission & winner announcement dates.

# Shortlisted Artist for Grant & Scholarships

## Terms & Conditions

### Grants for which Physical Artwork Exhibition is Required

Shortlisted artists for Grant & Scholarships must arrange to exhibit their shortlisted artwork at the designated venue / gallery / exhibition. Travel expenses to the given location will be borne by the artist. If a shortlisted applicant fails to reach the given designated venue / gallery / exhibition on the stipulated date and time, this will lead to dis-qualification of the grant application.

### Grants for which Physical Artwork Shipment is Required

Shortlisted artists for Grant & Scholarships must arrange the sending of their physical artwork to Epitome Corporation, 168 K-2ND Kamuning, Quezon City, Second District, National Capital Region (NCR), LL03, or any other event location within 15 days of announcement. The artwork should be suitably and securely packed and framed. The packaging, shipment costs, insurance costs will be borne by the artist. If a shortlisted

applicant fails to send over the shortlisted artwork within the stipulated date and time, this will lead to dis-qualification of the application.

## Responsibility for Shipment of Physical Artwork

Epitome Marketing Corporation is not responsible for any damage or loss to the artwork that may occur during shipment when the shortlisted artist is sending the artwork to Epitome Marketing Corporation. Artists are fully responsible for safe & secure packaging of their artwork.

## Digital Art, NFT, Photography Submission

Shortlisted artists in the categories of Digital Art, NFT, and Photography must submit a high-resolution digital file of the artwork.

## Artwork Submission and Verification

Only after reviewing the artwork either at the venue / exhibition / galley or after receiving the physical artwork shipment and upon completion of the verification process within the stipulated time, the grant & scholarship will be released to the applicant. The decisions made by the juries are final and binding. No correspondence regarding the decisions will be entertained.

## Disqualification

[www.philippineartfestival.com/](http://www.philippineartfestival.com/) Epitome Marketing Corporation reserves the right to disqualify any artist at any stage of the Grant/Scholarship if any discrepancy in information is observed or if there is any delay from the artist in submitting or shipping the artwork as per the important timelines mentioned in the Grant & Scholarship application.

# Winners & Nominees of Grant & Scholarship

## Terms & Conditions

### Know Your Customer

Grant/Scholarship Winners & Nominees will be required to submit ID proof and bank details to complete the KYC process. Failure to complete the verification within the stipulated time will lead to disqualification of the grant application.

### International Representation Services

Grant/Scholarship Winners & Nominees will be required to duly sign the International Representation Service Agreement & other declarations for the verification process to

complete. Failure to complete the verification within the stipulated time will lead to disqualification of the grant application.

## Taxation on Grants/Scholarships

As per Philippine law whatever taxes that are applicable on such grants & scholarships will be deducted from the grant/scholarship amount.

## Marketing & Promotion

[www.philippineartfestival.com](http://www.philippineartfestival.com) will utilise various marketing channels such as social media, online platforms, art publications, email, etc. to promote Philippine Art Festival. The artist's artwork photos submitted for Grants & Scholarships, along with Artist profile photos will be featured over the internet, NFT market, and other media, including press, circulars, hoardings, posters, t-shirts, invitations, etc. or any other areas where it deems fit to promote [www.philippineartfestival.com](http://www.philippineartfestival.com)

## Artist Declaration

By submitting the artwork for a Grant & Scholarship, the artist declares that the artwork is their original and authentic creation. The artist warrants that they possess an unencumbered title to the artwork and that their descriptions are true and accurate and have not submitted this same artwork in a previous grant application at [www.philippineartfestival.com](http://www.philippineartfestival.com). The artist further declares that on receiving the grant/scholarship, they will transfer the ownership of the said artwork to the Grant Provider – Pursuit Branding Private Limited, India.

## Force Majeure

In the event of unforeseen circumstances or force majeure events that prevent the fulfilment of the Art Exhibition and or the Art Grant & Scholarships, [www.philippineartfestival.com](http://www.philippineartfestival.com) / Epitome Marketing Corporation reserves the right to cancel or reschedule the activities. In such cases, reasonable efforts will be made to arrange for alternative solutions, depending on the circumstances and feasibility.

## Information related to Art Events & Exhibitions

[www.philippineartfestival.com/](http://www.philippineartfestival.com/) Epitome Marketing Corporation reserves the right to change, modify, edit, append, add, and remove its upcoming art event & exhibition calendar and its related information, without any prior notice, such as event dates, location, timings, event schedule and requirement, event itinerary and specifics.

## Venue / Gallery / Exhibition Rules

Gallery & Exhibition rules differ from venue to venue and grant applicants agree to abide by the rules laid down at the venue / gallery / exhibition.

## Behaviour and Conduct at the Venue / Gallery / Exhibition

All artists are expected to behave respectfully and responsibly at the Event. Any actions that harm or disrupt the operation of the gallery / exhibition, infringe upon the rights of other users, or violate any rules laid down by the gallery / exhibition / venue or causes harm to others artworks. We reserve the right to take appropriate legal action against any such user who violates these terms, including banning them from the website [www.philippineartfestival.com](http://www.philippineartfestival.com).