

TERMS AND CONDITIONS 'ATELIER IN BEELD'

ARTICLE 1 – IN GENERAL

- 1.1. By submitting the registration form of 'Atelier In Beeld' each participant agrees to the application of these terms and conditions.
- 1.2. For the purposes of these general terms and conditions, the following terms shall have the following meanings:
 - **“Atelier In Beeld”**: the open days for visual art studios organized annually in Flanders and in the Brussels-Capital Region by Kunstwerkt vzw, with headquarters at 9000 Ghent, Bijlokekaai 7/C and with company number 0474.665.342, hereinafter referred to as **“Kunstwerkt”**, in collaboration with other partner organizations and with the support of the Flemish government, and where visual artists open their studios to visitors who in this way can get acquainted with various forms of visual art.
 - **“Participant(s)”**: any natural or legal person officially registered for Atelier In Beeld, according to the procedure below, to open his or her studio(s) to a wide audience during the weekend of Atelier In Beeld.
 - **“Visitor(s)”**: any person who visits a studio during Atelier In Beeld.
 - **“Visual artist”**: any person of at least 18 years of age who practises one or more of the following art disciplines: sculpture, collage, digital imaging, silversmith's trade, epoxy resin, film, photography, glass, graphics, wood, illustration, installation art, jewelry design, calligraphy, ceramics, mixed media, mosaics, painting, street art, comic and cartoon drawing, drawing and/or textiles.

ARTICLE 2 – REGISTRATION AND PARTICIPATION

- 2.1. Registration for participation in Atelier In Beeld is done online, through the registration form available on the website www.atelierinbeeld.be.

Only visual artists, as defined in Article 1.1, or the legal entity under which they operate, are eligible for participation in Atelier In Beeld.

Entries can only be submitted within the period provided by Kunstwerkt.
- 2.2. Kunstwerkt will evaluate the submitted applications within a period of three (3) weeks after the end of registration period. Late or incomplete applications will not be considered.

Kunstwerkt reserves the right to propose adjustments, which will have to be met by the participants, so that the participation fits within the general conditions, or to reject the participation that does not meet the conditions.

The participant will be informed by e-mail of Kunstwerkt's decision.

In the absence of confirmation of acceptance, the participant will not be able to claim that their application has been accepted.

ARTICLE 3 – OBLIGATIONS OF KUNSTWERKT

Kunstwerkt commits itself to:

- Make every effort to organize 'Atelier in Beeld' on the planned dates, provided Kunstwerkt receives the special assignment and means from the Flemish Government;
- Develop a communication campaign with various media partners for the promotion of 'Atelier in Beeld' in order to provide the widest publicity possible;
- Promote the participating studios at 'Atelier in Beeld', at least via a website;
- Provide various types of promotional material that can be ordered by participants within the terms and conditions stated on the website, which may be subject to annual change;
- Allow participants to use the official campaign image of 'Atelier in Beeld' from the official start of the public campaign until the official end of 'Atelier in Beeld'.

ARTICLE 4 – OBLIGATIONS OF THE PARTICIPANT

- 4.1. The participant ensures that his/her participation meets the following conditions:
- The participation corresponds to the data communicated to and accepted by Kunstwerkt at registration;
 - The participant will open his/her studio to the public during 'Atelier in Beeld' on Friday 7 May and/or Saturday 8 May and/or Sunday 9 May 2021 and this during set hours.
 - The participation may not infringe on any third-party rights nor violate any legal provision;
 - The participation must be free of charge for each visitor and the participant refrains from asking any contribution from the visitors.
- 4.2. The participant undertakes to not damage or abuse the image of Kunstwerkt and/or 'Atelier in Beeld'. Kunstwerkt has the right to exclude the participant from participating in Atelier In Beeld and to claim the immediate termination of the use of the provided promotional material if the participant would damage the image of Kunstwerkt and/or Atelier In Beeld.
- The participant undertakes to use the campaign image of Atelier In Beeld, that is delivered to the participant with the other promotion material, without any modification or alteration and in a clearly visible manner, on any medium and any means of communication of the participant, which is intended to promote participation in Atelier In Beeld through his/her own channels or through external channels (press releases, brochures, advertisements, publicity on TV or radio, or any other form of advertising and publicity).

ARTICLE 5 – COMMUNICATION AND PROMOTION

- 5.1. Kunstwerkt runs a promotion and communication campaign to promote 'Atelier in Beeld' through the media (written press, radio and television), the website and other promotional material. However, in addition to the promotion and communication campaign of Atelier In Beeld, the participant may promote his/her participation, subject to the condition set out in article 4.2.
- 5.2. Together with the registration form, the participant submits a photo of his/her work. The participant gives Kunstwerkt the right to use these photos for promotion and reporting on Atelier In Beeld and to publish the photos for these purposes, on social media, on the website of Atelier In Beeld and on paper (brochures, magazines, posters, etc.). Kunstwerkt undertakes to include, where possible, the name of the participant in these publications.

- 5.3. The participant submits with the registration form a text describing his/her activity as a visual artist. The participant gives Kunstwerkt the right to adapt this text at their own discretion in function of communicative or promotional needs.

ARTICLE 6 – FINANCING OF ATELIER IN BEELD

- 6.1. Costs to be borne by the participant:
- The participant bears the costs for the organization of his participation;
 - The participant takes out the necessary insurances himself (civil liability, theft, damage insurance) and can under no circumstances exercise recourse against Kunstwerkt.
- 6.2. Costs to be borne by Kunstwerkt:
- Kunstwerkt will bear all costs for the making and dispatching of the basic package of promotional material made available to the participants;
 - Kunstwerkt bears the costs associated with the communication and promotional campaign mentioned in article 3. However, Kunstwerkt does not contribute to the participants' own costs associated with the promotion of their participation.

ARTICLE 7 – DATA PROVIDED BY THE PARTICIPANT

- 7.1. The participant provides Kunstwerkt with all the information that is requested via the online registration form.
- 7.2. Kunstwerkt processes the participant's personal data in accordance with the provisions of the General Data Protection Regulation.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

- 8.1. The campaign image of 'Atelier in Beeld' and the other promotional material used to promote 'Atelier in Beeld' are property of Kunstwerkt and may only be used by the participant in accordance with the provisions of these terms and conditions.
- 8.2. The participant grants Kunstwerkt permission to make photographs and videos during Atelier In Beeld in his/her studio and to use this material for reporting and publications on the edition of Atelier In Beeld in which the participant participated, as well as for the promotion of subsequent editions of Atelier In Beeld. When using photographs and/or video material, the participant will, wherever possible, mention when he/she or his/her works are displayed.

ARTICLE 9 – LIABILITY

- 9.1. Kunstwerkt can not be held liable for possible (in)direct or incidental damage, loss of profit or for any damage whatsoever incurred by partners, participants, visitors or third parties in the context of the organization of or participation in 'Atelier in Beeld'.

- 9.2. The participant bears all the consequences of his action towards the visitors, and indemnifies Kunstwerkt against any claim for damages that visitors or third parties might exercise in connection with his/her participation.
- 9.3. Kunstwerkt recommends participants to insure themselves with the insurance broker of their choice, for:
- civil liability in the context of participation: in particular for possible damage caused to visitors or third parties;
 - damage to goods used for or as a result of their participation;
 - through Kunstwerkt, insurance can be requested for the works exhibited in the participant's studio: <https://www.kunstwerkt.be/verzekeringen>.

ARTICLE 10 – CANCELLATION

- 10.1. If the participant, after approval of his/her registration, decides to cancel his/her participation, he/she will inform Kunstwerkt thereof as soon as possible in writing (by e-mail).
- 10.2. If Kunstwerk cancels or needs to cancel Atelier In Beeld, it can in no case be held liable for possible (in)direct or incidental damage, loss of profits or for any damage whatsoever that the participant would have suffered.

ARTICLE 11 – TERMINATION OF PARTICIPATION

- 11.1. Kunstwerkt always has the right to terminate participation in 'Atelier in Beeld' unilaterally, if the image of the event 'Atelier in Beeld' is damaged by the participant, consciously or not, or if the participant does not comply with these general terms and conditions.
- 11.2. This termination implies an immediate prohibition for the participant to continue using the campaign image of 'Atelier in Beeld' or the promotional packages, or to refer to 'Atelier in Beeld' in any way or at any time.
- 11.3. Kunstwerkt reserves the right to claim compensation from the participant for the damages sustained.

ARTICLE 12 – DISPUTE RESOLUTION

In the event of a dispute in the interpretation or execution of the rights and obligations granted in these general terms and conditions and if the parties fail to settle their dispute amicably, the Court of Ghent shall have jurisdiction. Belgian law shall apply.