

# **FRESH 2017 Terms & Conditions**

## **SPONSOR**

The sponsor of the FRESH 2017 Annual Summer Show is Klompching Gallery, 89 Water Street, Brooklyn, New York 11201.

## **TERM**

FRESH 2017 has a submission deadline of May 27, 2017 at 11:59 pm EST. All submissions must be received by the Submission Deadline.

## **WHO MAY ENTER**

- Open to all photographers worldwide.
- Entrants must be at least 18 years of age, as of the date of entry.

## **COST OF SUBMISSION**

Each submission costs \$50 USD.

## **COST OF EXHIBITION**

Each photographer selected for the FRESH 2017 exhibition is responsible for all costs incurred in the printing, framing and shipping of artwork to the Klompching Gallery in New York. The Klompching Gallery is responsible for costs incurred in the return shipping of artworks, using the original packaging material.

## **HOW TO ENTER**

To enter, registration via Submittable is required, for which you will receive an e-mail confirmation. Following confirmation of registration, log onto the website and follow the online instructions. Digital images should be jpeg, RGB, 72dpi, 1500 pixels for image height/width. Read the Submission Guidelines prior to beginning the submission process.

- You may submit more than one Entry.
- Each Entry consists of an entry form, a series of 6–10 images, an image list, and an entry fee of \$50 USD.
- Each Entry, in its entirety, must be a single series of photographs, of original material made by the FRESH 2017 entrant. By submitting to FRESH2017, the

# KLOMPCHING GALLERY

entrant represents, acknowledges and warrants that the submitted photographs are original works created solely by the entrant, that the photographs do not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photographs.

- The submissions will be judged in accordance with the Jurying Criteria, as defined below. The photographs must not, in the sole and unfettered discretion of the Sponsor, contain obscene, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Photographs deemed inappropriate will be disqualified.
- On-line entries must be made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## **AWARDS**

- Three (3) to five (5) photographers will be chosen to exhibit the selected photographs at the Klompching Gallery.
- Ten (10) shortlisted photographers will be selected for the Online Showcase.
- Exhibiting and shortlisted photographers will be represented in the FRESH 2017 printed catalogue.
- Exhibiting photographers will be interviewed for online magazine, At Length.
- No alternative or exchanges are provided.

## **JURYING CRITERIA**

- Photographs will be selected by the two Jurors.
- Submissions will be selected on the basis of an original and consistent vision, contemporary work that is considered 'fresh', at the Juror's discretion. Photographers selected will be notified by email and announced on the Klompching Gallery Blog and social media.
- Decisions of the Jurors are final and binding.

## **ENTRANT LICENSES/RELEASES**

Selected Entrants authorize Klompching Gallery to reproduce, distribute, and display the photograph entry in connection with FRESH 2017 and promotion of the FRESH 2017 Exhibition and Online Showcase, in any media including but not limited to: publication on the Klompching Gallery website and blog, FRESH 2017 catalogue and At Length Mag.

## **LIMITATION OF LIABILITY**

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- By participating, entrants agree to release, discharge and hold harmless Klompching Gallery and each of their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in FRESH 2017 or any FRESH 2017-related activities.
- Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to contest entries or entry forms; or alteration of entries or entry forms. Sponsors are not responsible for any problems with or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this contest.

## **CONDITIONS**

- This contest is subject to federal, state, and local laws and regulations. Certain restrictions may apply. Entries void if the Sponsor determines the entry to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produce in error or obtained through fraud or theft.
- Participants also agree (a) to be bound by these Terms & Conditions; (b) that the decisions of the jurors are final on all matters relating to FRESH 2017; (c) if he/she is selected, that Sponsor may use each selected photographer's name and photographs in any publicity or advertising relating to FRESH 2017 and future promotions without compensation or approval (except in Tennessee and where prohibited by law); (d) In the event that a selected photographer(s) for Exhibition or Online Showcase are/is inelligible or refuses the opportunity, the opportunity will be forfeited and the Sponsor, in their sole discretion, may choose whether to award the opportunity to another entrant; (e) to provide for exhibition, selected artworks true to the description via the submission documentation; and (f) to meet the schedule as outlined on the Information Sheet, regarding shipping got artwork by dates specified for exhibition installing.

## **RIGHT TO CANCEL OR SUSPEND CONTEST**

If for any reason FRESH 2017 is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of FRESH 2017, Sponsors reserve the right, at their sole discretion, to disqualify any individual(s) who tamper with the entry proves, and/or to cancel, terminate, modify, or suspend FRESH 2017. If Sponsors elect to cancel or terminate the FERSH 2017, Sponsors will not retain any rights in the submitted photographs and will return the entry fees.