

## RULES - CONTRACT

### ART. 1 - SUBJECT

The contest is a project organised by "Arthink Editions" brand of the Edart Srls registered office in Via Castagneto, Parco Leone c/o TPM - 04023 FORMIA (LT) - P. iva IT02924410596.

### ART. 2 - PURPOSES

The aim of the contest is to identify photographic works to be included in the Arthink publishing circuit and the launch of the customizable Arthink-book Photo.

### ART. 3 - RECIPIENTS

The competition is open to all amateur and professional photographers, regardless of age or geographical origin.

### ART. 4 - THEME AND CHARACTERISTICS OF THE WORKS

The theme is free, the photographer is required to enhance the particular structure of the Arthink-book, or pre-formed modular elements placed side by side and separated from each other (see technical sheet).

For the contest the Author can choose one of the three standard formats: A) 3 vertical squares; B) 3 vertically rectangles; C) three horizontally rectangles (see diagram).

### ART. 5 - REQUIREMENTS AND SENDING PROCEDURES

The works must be sent exclusively in digital format from the "Upload photo" area, following the instructions in the "Instructions" file. We recommend the use of our templates in Psd.

The organizers, to protect participants and visitors, reserve the right to exclude from the contest non-compliant photos regarding public morality, ethics and decency, images deemed offensive, improper and detrimental to human and social rights will not be admitted.

### ART. 6 - SUBSCRIPTION FEE

The participation fee is € 10.00 and it is essential to participate in the Arthink initiatives, from the right to space on the gallery for a single photo.

For each additional work it will be necessary to pay an additional fee of € 10.00, up to a maximum of 4 works.

The registration also allows you to have the work in the gallery until December 31, 2018, in the section "First AB-Photo Contest 2018", with the possibility of:

- sell their works in the AB-Photo format;
- purchase AB-Photo under special conditions.
- buy AB-Photo from other authors.
- participate in Arthink promotional initiatives.

### ART. 7 - TERMS AND CONDITIONS ON COPYRIGHT

The Author declares to be the only one author of the sented images, that they are original, that do not harm the rights of third parties and that if they portray subjects for which consent or authorization is necessary, he has obtained it.

The Publisher is in no way responsible for any claims for compensation made by subjects portrayed or by those having parental authority over the children appearing in the photographs.

The Author authorizes the Publisher, without any restriction, to use his work for publications, catalogs, television broadcasts and on any other material relating only for promotional purposes, as well as on the Publisher's social networks (site, facebook, instagram, twitter, etc.) to be shared and commented.

### ART. 8 - TIMELINE AND VOTES

It will be possible to register and send the works until midnight on June 30th 2018, (unless extensions are announced from the publisher via social media, site and email).

The works will be included in the AB-Photo gallery in order of arrival, they will be accompanied by the author's name from the title and a reference number, will be visible, eligible for voting and can be purchased as early as June 15th.

The jury will vote in the first week after the contest is closing and will award prizes within 10 days.

The jury (composed by experts in the photography sector and Arthink editorial staff) will express the vote, with scores from 1 to 10 on three criteria: 1) Originality and ability to transmit emotions; 2) Technical quality; 3) Originality and consistency in interpreting the dimensional scheme of the Arthink-book. (Total max 30 points).

### ART. 9 - AWARDS

> € 1,000.00 will be awarded to the first qualified.

> The first 30 works will be part of the ABPhoto Collection, which will enter the Arthink promotional circuit (catalog, exhibition in the widespread gallery, sale of the works on the online gallery) and edition contact that provides royalty on sales.

> The publisher will select "The photo of the week" among the works received in the reference week, as a free Arthink-book photo.

> There will be also the vote of the public on-line, the first 10 works, will enter the promotional circuit Arthink + one Arthink-book to the five first clasified.

Pursuant to Presidential Decree 430 of 26/10/2001, art. 6, lett. a, this competition is not considered "prize competition". The prizes awarded fall within the so-called "cultural prizes" which are not subject to the withholding tax regime (see Resolution of 28/10/1976 prot. 1251 Ministry of Finance - Direct Taxes).

### ART. 10 ON-LINE VOTE

In addition to the jury's vote, there will be also an online audience vote. All the works can be commented on and voted by the public, directly on the gallery, until the closing of the contest.

To vote you need to subscribe to the site, anyone can express preferences from one to five on each individual work.

#### ART. 11 - PERSONAL DATA PROCESSING

Personal data will be processed by Arthink while respecting data protection legislation. Taken note of the participation rules, the Author authorises the processing of personal data pursuant to the Legislative Decree N.196/03 for the selection and in the context of further initiatives promoted by Arthink Editions.

Personal data are collected solely to fulfill the tasks provided by law and the contribution is compulsory for participation in the selections. The holder retains the rights conferred by Art. 13 of Art. 675/96. In according to the data protection legislation, the Author may exercise his/her right to access, modify or request the deletion of his/her data.

#### ART. 12 - RESPONSIBILITY

Arthink Editions reserves the right to suspend the initiative and to not make the selection if the participation is insufficient, or for any other reasons considered valid.

#### ART. 13 - ACCEPTANCE AND COMPETENT COURT

To take part in the contest, the Author accepts all the terms of the Call. For any controversy that could arise, the Court of Cassino will be competent. It is the responsibility of each participant to ensure that the publication of photographs does not raise any kind of legal dispute and is not detrimental to other people's rights.

#### ART. 14 - AUTHORIZATION TO SELL THE WORKS

The Author declares to possess the exclusive right to economic exploitation and to relieve the organizers from any responsibility deriving from any third party claims related to copyright.

The author by accepting the sale of the works, gives the publisher the right to print, promote, distribute and sell, both in Italy and abroad, his work, which will be used by the publisher exclusively for the production of artistic artifacts: "Arthink-book Photo". The originals remain, in any case, the exclusive property of the Author.

In case of sale, the Author will be entitled to royalties equal to 15% gross of the cover price of the work. The Italian tax law provides for a 20% withholding tax on copyrights, the so-called Withholding Tax, so the net amount will be about 12%. In the case of authors residing abroad, the Withholding Tax is 30% and the actual amount is about 10.50%.

The arrival of an order is also notified simultaneously to the author. A unique identification code is affixed to each work that allows the traceability and accounting of the works. On the cover also we will have information on the work and a certificate of authenticity signed by both the author and the publisher.

#### ART. 15 - DURATION OF THE CONTRACT

The assignment of the rights pursuant to art. 12 has a duration of 3 years from the date of publication of the work. The contract will be tacitly renewed from year to year, unless one of the parties gives notice.

The author can withdraw from the contract at any time without any penalty, with an e-mail communication.

#### ART. 16 - FORM AND TERMS OF PUBLICATION

The Editor will take over the production of Arthink-book Photo.

The author will not have to pay anything.

The author's name and the work's title will always be mentioned. The author can provide information on the work, a biographical profile, photos. The Publisher reserves the right to determine for any edition:

- the final work dimensions and the possibility of realizing it in several different formats;
- the technical characteristics (support on which to print, type of paper, printing technique, characters, etc.);
- the choice of the type of edition: Limited or Open and of the editorial series in which to insert the work itself;
- the possibility of creating special editions;
- the sale price of the work with the possibility of varying it, giving simple notification to the Author.

#### ART. 17 - COPIES FOR PROMOTIONAL ACTIVITIES

The Author authorizes the Publisher to produce extra copies exclusively for promotional activities such as: exhibitions; copies for journalists, gallery owners, critics, institutions, associations; charity; sample room. These copies may be produced in the maximum number of 10 copies. They will be called "Free demo sample", they will have the crossed-out price tag. The sale is excluded for these copies and will not be calculated with regards to copyrights. Each use of these works will be reported to the author through his dedicated area on the publisher's portal.

#### ART. 18 - FLOW STATEMENT

The report on fees related to copyrights will be updated every four months. The fees will be paid within 10 days of the closing of the calculations.

The payment of the sums indicated above will take place exclusively electronically (bank transfer, Pay Pal, credit card, etc.). The author will give specific indications on how to pay to the Publisher.