

INTENT OF USE (MUMBO-JUMBO-FREE)

First things first, we want to promote you, not own your work. You own all rights to your work. We are simply looking for you to grant us the rights to feature your art and promote you as an artist. We also will make a cash payment of USD\$250 to artists whose works we select as part of the Collective Series. Think of this as a cool collaboration with other artists and a great way to create buzz (no pun intended).

To be more specific, here is how we intend to use your work...

We will print your artwork on labels, (bottles and cans), coasters and promotional materials for no more than 18 months. After the 18 months is up we will not print your artwork on any of our products or on its own in any format.

To promote and commemorate each series we also want to be able to feature you and your work on our websites and in promotional materials as part of the Collective Series.

I hope you can tell that we are sincere in our intent to grow together and our passionate about ART + BREWING. Thanks!

BEER LABEL ART SEARCH – TERMS AND CONDITIONS

Collective Arts Brewing Limited (“Collective Brewing”) invites interested parties to submit a digital copy of an original piece of artwork in any media, including but not limited to art, photography, music, music videos or video shorts (“Artwork”) for possible use by Collective Brewing on beer bottle labels, beer can labels, coasters, beer cases, merchandise, streaming audio and video, and other promotional items as specified below (the “Search”). No Entrant (as hereinafter defined) will be permitted to participate in the Search without evidencing their agreement to the terms and conditions set out herein (“Terms and Conditions”) via the click-through procedures. Collective Brewing reserves the right to change these Terms and Conditions from time to time by updating this posting. Entrant hereby agrees to be bound by any such changes. Entrant should check the Terms and Conditions periodically for changes.

1. Entrant Eligibility: Each person who submits Artwork (“Entrant”) must be of legal drinking age in the province, State or country in which he/she resides at the time of entry. By submitting Artwork, each Entrant agrees to these Terms and Conditions.
2. Entry: To submit Artwork, All entrants must submit label image at 1,800×1,800px in the following formats-.jpg and .png in RGB color format are accepted.

1. In the case of original artwork or photographic work, label image submitted at 1,800×1,800px in the following formats-.jpg and .png in RGB color format are accepted.
 2. In the case of original music videos or video shorts,link to a downloadable 1280×720 HD video. Acceptable links will reference videos stored on FTP sites, Vimeo, or Youtube.
 3. Subsequent submissions of additional information by email to Collective Brewing by Artist related to the Artwork shall be included in the term “Artwork” and be bound by these Terms and Conditions.
 4. In the case of original music, Entrants must provide an .mp3 or link to a downloadable music video, along with an individual or band photo in the file formats described above.
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3. End Use: By submitting Artwork, Entrants acknowledge and agree that Collective Brewing may or may not, in its sole discretion, use such Artwork for the purpose of, but not limited to: (i) Collective Brewing beer bottle labels, beer cans, coasters, audio and video streaming; (ii) in published Artwork on the Collective Brewing Website including any related Facebook or Twitter pages (collectively, the “Collective Brewing Website”); or (iii) other promotional items (collectively, the “End Use”) as determined by Collective Brewing, for the purpose of promotion, distribution and sale of Collective Brewing’s products for profit. Collective Brewing has no obligation to use any Artwork for an End Use.
 4. Duration of Use: The Entrant acknowledges that Collective Brewing intends to produce beer labels for no greater than eighteen (18) months in duration from the first production date of the beer bottle label. To promote and commemorate each series of beer bottle labels, Collective Brewing intends to feature Entrant and Entrant’s Artwork on the Collective Brewing Website and in promotional materials as part of the End Use, prior, during and post production of the beer bottle label, can labels, cases, coasters and other promotional materials. This includes a bio of the Entrant and the Entrant’s Artwork on the Collective Brewing Website.
 5. Compensation: Entrants whose Artwork is selected for any End Use (“Selected Artwork”) will be compensated with a one-time cash payment of USD\$250 (the “Cash Payment”) for the Artwork. The Entrant acknowledges that, other than the Cash Payment for Selected Artwork, no financial compensation or other compensation will be given to any Entrants, including Entrants whose Artwork is selected for any End Use (“Selected Artwork”). Collective Brewing will never sell Entrant’s Artwork to any arm’s length third party without express written consent from the Entrant. Collective Brewing is not an image brokerage.

6. **Artwork Eligibility:** Artwork must be a single work of original art derived from an original concept created by the Entrant. The Artwork can be an already-existing piece of work; we do not ask that the Entrant create anything new. The submitted Artwork must not contain obscene, provocative, defamatory, sexually explicit or otherwise objectionable or inappropriate content, as determined by Collective Brewing, in its sole and unfettered discretion. Collective Brewing reserves the right to examine the original Artwork and source material in order to confirm compliance with these Terms and Conditions.
7. **Entrant Groups:** In the case of music and video submissions where multiple parties are involved in the creation of the Artwork (for example, multiple band members or video crew) (the “Entrant Group”), only one person may be designated on the entry form as the responsible entrant. Entrant shall, by submitting the Artwork, indemnify and hold Collective Brewing harmless from and against any claims by any member of the Entrant Group.
8. **License:** By submitting Artwork, Entrant grants to Collective Brewing and its related companies a worldwide, limited, perpetual, royalty-free, license to the Artwork, including, without limitation the right to publish, use, copy, produce, reproduce, alter, distribute, prepare derivative works of, display, publicly and otherwise exploit for profit, the Artwork and the Entrant’s name and location of residence, on all End Uses and in all media and formats, whether now known or unknown and later developed, in any material form whatsoever, in all languages. Collective Brewing reserves the right to use, reproduce, alter and profit from all Artwork in any of its products and advertising. For greater certainty, this license is only granted in connection with the End Use discussed herein.
9. **Waiver of Moral Rights:** Collective Brewing undertakes, where possible and reasonable in the circumstances, to provide credits associated with the Selected Artwork. Subject to the undertaking contained in this Section 8, Entrant hereby waives in favour of Collective Brewing, all moral rights Entrant may have in the Artwork;
10. **Non-Interference:** Entrant shall, in perpetuity, not directly or indirectly interfere with, or object to, the publication, use, copying, production, reproduction, alteration, distribution, preparation of derivative works of or display of the Artwork, in any form, by Collective Brewing, or any licensee, affiliate or assignee thereof.
11. **Media:** By submitting Artwork, Entrant consents and grants to Collective Brewing a non-exclusive right to reproduce and use the Entrant’s name, likeness, location of residence and Artwork in any publicity carried out by Collective Brewing in any way it chooses, for any purpose in connection with any End Use or other promotional efforts by Collective Brewing of any Collective Brewing brands, at any time, in any media and without any compensation.

12. Representations, Warranties and Covenants: As a condition of entry, and by submitting Artwork, each Entrant covenants, represents and warrants to Collective Brewing, which representations and warranties shall remain true and accurate, as follows:

1. the Artwork is an original work created solely by the Entrant or the Entrant Group;
2. Entrant has good and marketable title to the Artwork, free and clear of all liens and encumbrances of any kind whatsoever;
3. Entrant has obtained all necessary consents and approvals to grant Collective Brewing the rights described in these Terms and Conditions, and will make written copies of any such consents and approvals available to Collective Brewing upon request;
4. no party has any right, title, claim or interest in or to the Artwork that could restrict Entrant's capacity to grant the rights outlined in these Terms and Conditions;
5. Collective Brewing's display, distribution, publication of the Artwork on any media, including in accordance with any End Use, does not induce or result in infringement, misappropriation or violation of the rights of any third party, including, without limitation, privacy rights, publicity rights, proprietary rights, copyrights, trademarks and/or other intellectual property rights;
6. the Artwork has not been previously published, showcased or displayed in any promotional campaign or otherwise in connection with any beer or alcoholic beverage manufacturer or retailer;
7. the Artwork has not been incorporated as part of any contract, agreement or commission with any gallery, studio, institution or person, entered into by the Entrant, that restricts the Entrant's ability to enter into these Terms and Conditions and license the Artwork under Section 6 hereof. Entrant shall notify Collective Brewing in a timely manner of any claim of which Entrant becomes aware that may restrict Entrant's capacity to grant any of the rights described in these Terms and Conditions.

13. Indemnity: By submitting Artwork, each Entrant agrees that it relinquishes its right, in perpetuity, to assert any claim against Collective Brewing and the Collective Brewing Affiliates (as hereinafter defined) in respect of Collective Brewing's use of the Artwork. Entrant agrees, to the fullest extent permitted by applicable law, to release, indemnify and hold Collective Brewing and its respective affiliates, successors, officers, directors, agents, co-branders and any other partners and any of their employees (collectively, the "Collective Brewing Affiliates") harmless from any and all loss, damage, right, claim, action, expense, cost (including reasonable attorneys' fees) and liability (including settlements) of any kind brought or asserted by any third party against any of the Collective Brewing Affiliates due to or arising out of an Entrant's breach or alleged breach of these Terms and Conditions, breach or alleged breach of any third-party right, or Entrant's conduct during and in connection with the Search, including but not limited to personal injury, death and property damage, and any claims based on trademark, copyright or other intellectual property rights, right of publicity, invasion of privacy,

disparagement, misappropriation or defamation. The Entrant will cooperate in the defense of any such claim and will provide such evidence, including attendance in person, as Collective Brewing Affiliates may require. Collective Brewing Affiliates reserve the right to assume the exclusive defense and control of any matter subject to indemnification by any Entrant, and no Entrant will in any event settle any claim without the prior written consent of Collective Brewing.

14. Limitation of Liability: IN NO EVENT SHALL COLLECTIVE BREWING BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED IN ANY WAY TO THESE TERMS AND CONDITIONS REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY SUCH DAMAGES CLAIM IS BASED, EVEN UPON THE FAULT, TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STATUTE, REGULATION, OR ANY OTHER THEORY OF LAW OR BREACH OF WARRANTY BY, OR STRICT LIABILITY OF, COLLECTIVE BREWING.
15. Assignment: Entrant shall not assign the rights and obligations under these Terms and Conditions without first having obtained the prior written consent of Collective Brewing. Collective Brewing shall be entitled to assign any of the rights or obligations under these Terms and Conditions by delivery of written notice to Entrant. Subject to any restrictions herein contained, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Collective Brewing may update these Terms and Conditions periodically to account for changes to the Call For Art program by updating this posting as it evolves (Entrant should review the Collective Brewing Website periodically for updates).
16. Waiver: The failure of Collective Brewing to enforce any provision of these Terms and Conditions, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Entrant agrees that if any portion of these Terms and Conditions is held invalid or unenforceable, the remaining portions will remain in full force and effect.
17. Headings: The division of these Terms and Conditions into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.
18. Governing Law: These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein without regard to principles of conflict of laws and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario and the Federal Courts of Canada therein.