



Terms & Conditions for Participation

Made In Hong Kong

Art Central 2022

These terms and conditions (the “Terms”) of participation apply to all persons that submit an Application to “Made In Hong Kong” (the “Exhibition”) taking place at Art Central from 22 to 26 March 2022. Art Central is organised by Art Events HK Limited (the “Organiser”), a limited liability company incorporated in Hong Kong. By submitting an Application for participation in the Exhibition, you (the “Applicant”) agree to these Terms.

1. GENERAL

- 1.1. The Exhibition is part of the artistic programme of Art Central 2022, and includes artworks by artists living and working in Hong Kong.
- 1.2. Participation in the Exhibition is open to professionally working artists whose work has not been featured at Art Central previously. Professionally working artists are here defined to be those who have completed an undergraduate degree in Fine Art (or related field) and self-taught artists 18 years of age and older. Students currently pursuing undergraduate degrees and artists under the age of 18 are not eligible.
- 1.3. Art Central reserves the right to cancel or amend the Exhibition or the Terms at any time.

2. APPLICATION

- 2.1. Applicants are welcome to submit up to three works for inclusion in the Exhibition, following the online submission guidelines found here ([link](#)).
- 2.2. All application materials must be submitted in English.
- 2.3. All Applications must be submitted by individuals responsible for the creation of the artwork. Artworks must be fully owned by the Applicant. Financial interest by third parties will not be recognised and failure to comply will result in immediate disqualification and Applicant will forfeit the Participation Fee, defined below.

- 2.4. Applications must be received by Thursday 10 February at 23:59 HKT. Applications submitted after the deadline may be disqualified by the Organiser.
- 2.5. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of or unauthorized access to Applications, or Applications lost, damaged or delayed as a result of server functions, technical issues, virus, bugs or other causes outside our reasonable control.
- 2.6. Upon submitting an application and associated checkbox authorisation of agreement to the Terms & Conditions, these Terms shall come into force between the Applicant and the Organiser (irrespective of whether the Applicant's Application is accepted or rejected by the Organiser).
- 2.7. These Terms shall govern the Applicant and the Organiser's agreement in relation to the Exhibition to the exclusion of any other terms and conditions.
- 2.8. Following the submission of an Application, the Organiser may send notice in writing to inform Applicants whether their Application has been accepted or rejected; and/or request further information or variations relating to the Application.
- 2.9. If an Application has been accepted by the Organiser, such Applicant will be entitled to have Artwork(s) included in the Exhibition. For the avoidance of doubt, for the purposes of these Terms any such Applicant is referred to as a "Participant".

3. PARTICIPATION FEE & ARTIST SHARE OF PROCEEDS

- 3.1. Participants are required to pay a fee of HK\$750 per artwork to be included in the Exhibition (the "Participation Fee").
- 3.2. The Participation Fee is payable in total within 14 days of invoice without any deduction, withholding or offset whatsoever.
- 3.3. If the Participation Fee is not paid when due in accordance with these terms, the Organiser reserves the right to immediately terminate the Participant's participation.
- 3.4. For artworks sold during the Exhibition, the Deposit will be fully refunded within 14 working days following the close of the Exhibition, together with the Settlement for the Participant's share of proceeds (defined below).
- 3.5. Art Central will make a settlement payment to Participants, calculated at 80% of the selling price of each work sold (the Selling Price is the publicly listed purchase price minus any discount, if applicable) within 14 working days following the close of the Exhibition. Art Central will only make one settlement payment per

Participant and will only make the settlement payment in the name of the Participant.

4. EXHIBITION ACTIVITIES

- 4.1. Artworks selected for the Exhibition must be presented for sale at the Exhibition. Artwork prices must be publicly displayed and may not be amended.
- 4.2. The Applicant agrees that any images, text, and artwork or details about the artist provided may be used by the Organiser for the purposes of sales, marketing or PR purposes. Including, but not limited to: website, e-newsletter, social media and press.
- 4.3. Participants are responsible to arrange and pay for the transportation of the artwork to and from the delivery point by a time to be specified by the Organisers no later than 21 days in advance of the Fair.
- 4.4. The Organiser's official shipping partner, Sunway Express, will be responsible for installation and deinstallation of artworks at the Exhibition. The artwork position and any decision regarding the layout, curation or positioning of the artwork in the Exhibition will be the sole responsibility of the Organiser.
- 4.5. Participants are required to deliver artworks in proper condition for hanging, including but not limited to necessary hardware to affix artworks to the wall. Participants may be required to submit an installation guide and images of reverse artwork prior to the Exhibition.
- 4.6. Participants are required to provide professionally constructed plinth or other support as required for three dimensional artworks. Participants may be required to submit an installation guide and images of required supportive structures prior to the Exhibition.
- 4.7. Following the installation period, artworks may not be removed from the Exhibition, or in any way altered, prior to the close of the Fair on the final day on 26 March 2022.
- 4.8. Unsold artworks will be returned to Sunway Express following the close of the Exhibition. Participants may collect unsold artworks from Sunway Express no sooner than 29 March, 2022, and no later than 12 April 2022.
- 4.9. Sold artworks will only be released to the buyer unless a signed authorisation has been submitted by the buyer directly to Art Central staff, indicating the full name of the person collecting the work. Person's collecting work on another's behalf will be required to show photo identification matching the authorisation letter received by Art Central from the invoiced buyer.
- 4.10. No "reserve" or "hold" may be placed on any work at any time during the Fair, including by the artist or any prospective buyer.

- 4.11. Buyer payments are due immediately and may only be processed onsite by Art Central. Under no circumstances may the Participant accept payment directly for artworks in the Exhibition.
- 4.12. Participants will receive the following allocation of digital tickets:
 - 4.12.1. One (1) VIP Pass which allows unlimited access to all days of the fair, including the VIP Preview on 22 March 2022, and
 - 4.12.2. Two (2) complimentary tickets to public days of the fair.

5. LIABILITY

- 5.1. The Organiser shall not be responsible for: the theft, damage and safety of any artworks on display within the Exhibition.
- 5.2. The Organiser's liability shall be limited as follows:
 - 5.2.1. the Organiser's maximum aggregate liability under or in connection with these Terms shall not exceed the total amount of the Participation Fee actually paid by the Participant to the Organiser;
 - 5.2.2. the Organiser shall not be liable for any loss of income or profits, loss of contracts or loss of goodwill (in each case whether such losses are directly or indirectly incurred); and
 - 5.2.3. the Organiser shall not be liable for any special, indirect or consequential loss or damage of any kind howsoever arising.
- 5.3. Nothing in these Terms shall exclude or in any way limit the liability of the Organiser for:
 - 5.3.1. death or personal injury caused by its negligence;
 - 5.3.2. fraud or fraudulent misrepresentation; and
 - 5.3.3. any other liability to the extent that the same may not be excluded or limited as a matter of law.

6. EVENTS AFFECTING THE EXHIBITION

- 6.1. Any of following events are "Cancellation Events":
 - 6.1.1. a Force Majeure Event that adversely affects the ability of the Organiser to deliver or operate the Exhibition or otherwise perform its obligations pursuant to this agreement;
 - 6.1.2. an undersubscription of the Exhibition by other exhibitors or attendees;
 - 6.1.3. the Organiser determining that for health or safety reasons the Exhibition should not take place including but not limited to as a result of civil commotion, public health issues, adverse weather conditions (including that a black rainstorm warning has been issued or a typhoon signal No. 8

- or higher is raised and continues to be raised at 6.00am on any of the Exhibition Dates) or any threats or perceived threats from terrorism;
- 6.1.4. a government or governmental or public authority advising or requiring the Organiser to cancel, postpone, terminate or reschedule the Exhibition;
 - 6.1.5. the Venue being closed at the time the Exhibition is to be held by the owner or operator of the Venue or as a result of an order or instruction of a government or governmental or public authority;
 - 6.1.6. the Organiser being in breach of the applicable law if the Exhibition was to take place or continue; or
 - 6.1.7. the Organiser determining that there is a reasonable risk that any of the above listed events may occur.
- 6.2. If a Cancellation Event occurs:
- 6.2.1. the Organiser shall not be in default of this agreement nor liable to the Participant to the extent it is unable to perform its obligations because of such Cancellation Event; and
 - 6.2.2. the Organiser may cancel the Exhibition and if it does so the rights and obligations set out in this Agreement shall apply.
- 6.3. The Participant acknowledges that it is recommended by the Organiser that it takes out appropriate insurance to protect itself against any unrecoverable expenses or losses it may incur as a result of a Cancellation Event affecting the Exhibition or the Exhibition being cancelled.
- 6.4. If the Organiser cancels the Exhibition as a result of a Cancellation Event on or before the eighth day that is immediately prior to the first day of the Exhibition:
- 6.4.1. it will advise the Participant promptly of such cancellation of the then current Exhibition Dates as a result of a Cancellation Event;
 - 6.4.2. the Participant will automatically have the same rights and obligations under this agreement to the next Art Central art fair that is organised by the Organiser during the Alternative Dates (the "Alternative Exhibition");
 - 6.4.3. the Participant acknowledges that the Organiser may change the venue of the Alternative Exhibition to another location and may also adjust the duration of the Exhibition provided always that any such Alternative Exhibition will take place in Hong Kong and be of a similar standing and for not less than four full days;
 - 6.4.4. the Organiser will provide the Participant with the specific details of any Alternative Exhibition at least 60 days prior to the start date of such Alternative Exhibition; such Alternative Exhibition shall be treated as the Exhibition for the purpose of these Terms and the Participant and the

- Organiser shall have the same rights and obligations in relation to the Alternative Exhibition without the Participant needing to submit a further Application Form;
- 6.4.5. the Participation Fee that has been paid or is to be paid by the Participant shall remain the same and be payable in accordance with the Intent to Exhibit Form; and
 - 6.4.6. any Participation Fee already paid by the Participant shall constitute payment of the Participation Fee in respect of the Alternative Exhibition and shall be held by the Organiser and applied in respect of the Alternative Exhibition.
- 6.5. If subsequently, there will not be an Alternative Exhibition for any reason:
- 6.5.1. the Organiser will promptly advise the Participant that no Alternative Exhibition is available and any Participation Fee paid to the Organiser by the Participant will be reimbursed to the Participant within the following 60 days;
 - 6.5.2. The transfer of all rights and obligations to an Alternative Exhibition or, where applicable the reimbursement of the Participation Fee shall be the Participant's sole right and remedy and the Organiser shall have no other liability to the Participant for such cancellation or rescheduling of the Exhibition or for any additional costs of attending an Alternative Exhibition (including for the avoidance of doubt, for any associated costs or expenses it may incur for travel or accommodation or loss of sales or profits or for any inconvenience caused as a result of the cancellation of the Exhibition and/or rescheduling to the Alternative Exhibition).
- 6.6. If the Organiser cancels the Exhibition as a result of a Cancellation Event during the seven (7) days that are immediately prior to the first day of the Exhibition or during the Exhibition itself, then the following will apply:
- 6.6.1. it will advise the Participant promptly of such cancellation as a result of a Cancellation Event;
 - 6.6.2. the Participant will not have any entitlements or rights in respect of any Alternative Exhibitions;
 - 6.6.3. the Participant will be entitled to be reimbursed by the Organiser of an amount equal to retain any Participation Fee paid to the Organiser by the Participant after deducting (as determined by the Organiser) an amount that is a proportional allocation (when considering all Participants) of any demonstrable expenditure incurred by the Organiser directly in connection with the hosting and production of the Exhibition (including, without limitation, costs incurred in connection with preparing the Venue

for the Exhibition, fees charged by the Venue owner and any removal of works carried out at the Exhibition but excluding any lost profit margin, any fixed overheads or any costs which it is reimbursed by its suppliers) and such amount shall be reimbursed by the Organiser to the Participant within 60 days of the cancellation of the Exhibit;

6.6.4. this agreement will terminate on the date the Exhibition is cancelled;

6.6.5. the reimbursement of the Participation Fee shall be the Participant's sole remedy, and the Organiser shall have no other liability to the Participant, for the cancellation of the Exhibition (including for any associated costs or losses it may incur for travel or accommodation expenses or any loss of sales or profits or for any inconvenience caused as a result of the cancellation of the Exhibition); and

6.6.6. should the Participant wish to take space at any future exhibition similar to the Exhibition it will need to apply for space in the usual way.

6.7. This clause will also apply again if a Cancellation Event should occur in relation to any Alternative Exhibition to which the rights and obligations of the Participant have transferred.

7. LAW AND JURISDICTION

7.1. These Terms, the jurisdiction clause contained in it and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed and take effect in accordance with the laws of the Hong Kong Special Administrative Region.

7.2. Disputes or matters of difference arising out of or in connection with these Terms (including non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

8. AUTHORISATION

By ticking the indicated box on the "Made in Hong Kong" Application webpage, the Applicant and/or Participant has legally authorised the terms and conditions as of the date and time of the successfully submitted Application Form.