

CERTIFICATE OF ELIGIBILITY, CONSENT, AND GENERAL RELEASE FORM

FINALIST'S NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

COUNTRY: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

DATE OF BIRTH: _____

SOCIAL SECURITY #: _____

PASSPORT NUMBER AND ISSUING COUNTRY (If not a U.S. Citizen):

The undersigned acknowledges that he/she has entered the [PLATFORM] Artist of the Year Contest (the "Contest") and has been declared one of the ten Finalists and a winner of a prize in the Contest, subject to the restrictions and conditions as described in the attached Official Rules and completion of this Acknowledgement and Release form.

The undersigned has read and understood the Official Rules and agrees to abide by the terms and conditions set out below, and acknowledges that the Contest has been administered in accordance with the Official Rules.

The undersigned declares that he/she is 18 years of age or older.

The undersigned consents to the use, without additional compensation, of his/her name, business name, photograph, likeness and voice for any promotion, publicity and/or advertising purposes by Redwood Media Group LLC in connection with the Contest or other promotions and for general news and information purposes.

The undersigned hereby releases and forever discharges Redwood Media Group LLC and each of its subsidiaries, affiliates, employees, officers, directors, advertising and promotion agencies, including each of the foregoing identified entities' respective parents, subsidiaries and affiliates from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever including but not limited

to claims based on negligence, breach of contract and liability for physical injury, death, or property damage which the undersigned or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the undersigned's participation in the Contest and/or in connection with the acceptance, use or misuse by the undersigned of the prize awarded in the Contest, including, without limitation, property damage, death, and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, travel to or from any destination.

The undersigned agrees and acknowledges that the prizes awarded in the Contest do not include any registration, taxes, insurance, telephone charges, personal expenses, shipping charges, gratuities, incidental charges, or any other item or expense not specifically described above, and all expenses for any of the foregoing are the sole responsibility of the undersigned. The undersigned agrees and acknowledges that he/she shall be solely responsible for all applicable federal, state and local taxes that may become due as a result of acceptance of any prize in the Contest, and the undersigned may be issued an IRS Form 1099 Income Statement in the amount of the approximate retail value of any accepted prize in the Contest.

ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE STATE OF OHIO, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

All disputes that arise out of or relate to the Contest shall be resolved through final and binding arbitration before a single arbitrator in or around Hinckley, Ohio, in accordance with the rules and regulations of JAMS then in effect. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Contest. The arbitrator shall not have the power to award punitive damages against the participant, Redwood Media Group or the sponsor, Art Brand Studios.

The undersigned acknowledges that he/she has read this Acknowledgement and Release and the Official Rules prior to signing this Acknowledgement and Release and that he/she is fully familiar with the contents thereof.

This agreement constitutes the entire understanding between the undersigned and Redwood Media Group LLC with respect to the subject matter herein. Any waiver, modification or addition to this agreement shall not be valid unless in writing and signed by both parties. It is understood that a scanned copy of the signed Release Form or a signature applied to the PDF file of the Release Form is a legal and binding substitute for an original signed document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Date: _____

Signature of Artist: _____

Print Name of Artist: _____

Redwood Media Group LLC

Signature: _____

Linda Mariano, Managing Director, Marketing

IMPORTANT: Artist: Please forward a scan or photo of Artist’s driver’s license or passport for age and identity verification. This Acknowledgement and Release Form may not be modified or edited in any way.

CONTEST RULES

1. No purchase necessary to enter or win. Contest begins May 26, 2016, and ends at 11:59 p.m. PT on September 30, 2016. All entries must be received by 11:59 p.m. PT on September 30, 2016.
2. Applicant must be 18 years or older. You must be eligible to accept the prize, if awarded, and provide proof of such eligibility.
3. Void where prohibited by law. Contestants residing in those areas where the contest is void may participate in the contest but may not win any prizes.
4. This is an open competition.
5. To Enter: All entries must be submitted online via the [PLATFORM] Artist of the Year Award Submission Form. Limit of one submission per artist. Mailed entries will not be accepted.

Entrants must (i) submit up to five (5), not fewer than three (3), samples of artwork for consideration in the following format: digital full color photograph of original work; file uploaded as .jpg, .gif, .tif or .png format; and file size no larger than 800x600 pixels and no smaller than 400x250 pixels; (ii) indicate description for each work: title, medium used, dimensions and year created. Entries not submitted in the stated formats maybe subject to disqualification.

6. To accept an award as the winner or as a finalist, you must timely complete and return the [PLATFORM] Artist of the Year Agreement, Release and Arbitration Provision and all exhibits, schedules, and attachments thereto that will be furnished by Redwood Media Group and will include, among other things, release forms and waivers for review and signature by the winner or finalist.
7. Redwood Media Group and all of its affiliates shall have the right to display the Winner's and Finalists' artwork at Art San Diego, Spectrum Miami and Artexpo New York. Redwood Media Group in collaboration with the Judges will select the works to be displayed. However, Redwood Media Group, its affiliates, nor Art Brand Studios shall have any responsibility or obligation to prospective winners who are unable or unavailable to provide artwork for display as described herein. All costs and expenses not specifically listed above as part of the prizes awarded are solely the winners' responsibility. Arrangements for the fulfillment of the prizes will be made by Redwood Media Group, its affiliates, and Art Brand Studios.

Each artist warrants that he or she has obtained all necessary releases from models and other subjects featured in the works of art and any additional releases required with respect to names, trademarks, designs, or works of art depicted in the submitted work of art and that the creation, display, or distribution of the work of art will not violate any law.

8. Each artist warrants that he or she alone created the submitted work of art, or if there are collaborators, they are named.
9. Entries must be original works of art and not copies, derivatives, or based in any way on other copyrighted or published works of art.
10. Redwood Media Group have the sole right to refuse any submission that is deemed inappropriate. No crudity, vulgarity, obscenity, or hateful art will be tolerated.

Submissions must not include, depict or involve any of the following: obscenity, inappropriate language, nudity, explicit sexual activity, illegal drug or alcohol use, violence, commercial products, material that is hateful, tortuous, defamatory, slanderous, libelous, or otherwise unlawful, material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, including but not limited to and any other content, including but not limited to, text, images, graphics, photographs, captions and descriptions, data, codes and programs that could be considered inappropriate or offensive, as determined by Redwood Media Group and its affiliates in their sole discretion. Submissions must not include any images protected by copyright or trademark law, including brand names, logos, graphics, pictures or text or other property belonging to a third party unless the Participant can provide a written authorization to use such third party content within their artwork. Additionally, Submissions may not violate an individual's rights, including but not limited to the right to privacy or publicity.

11. Persons or families employed by or associated with Redwood Media Group or its sponsors are not eligible to submit entries into the contest.

It is understood that the foregoing eligibility requirements may be amended, revised or changed at any time and in any fashion at Redwood Media Group's sole discretion.

Submission of an entry to this competition implies acceptance of all stated conditions.

JUDGING

Judging will be conducted by Redwood Media Group, Art Brand Studios, and art industry professionals. Redwood Media Group retains the sole rights to select and determine the judging panel, as well as the selection of the ten finalists. All decisions of the judges are final.

Judges will be asked to consider originality, sense of composition, creativity, technical skill, use of materials and light, commercial appeal, and overall impact of the artwork.

The Judges reserve the right to conduct interviews with any Finalist. The Judges also reserve the right not to declare any Finalists or a Winner if, in their sole discretion, the Submissions do not meet the qualification standards based on the judging criteria specified herein. The application of the judging criteria shall be in the sole and absolute discretion of the Judges. Redwood Media Group, Art Brand Studios and other contest entities disclaim any liability from any of their actions relating to this Contest. Participants agree to waive any claims against Contest Entities relating to the judging or awarding process.

Finalists will be selected among all of the Participant submissions by October 15, 2016. Judges will make up to three (3) total attempts to contact the Finalists via the telephone number(s) and/or e-mail(s) provided on his or her Submission form. If a potential Finalist cannot be reached directly during the three attempts in which he or she is contacted, the potential Finalist will be disqualified and an alternate Finalist may be selected, in the Judges' sole discretion, from among the remaining applicable eligible Submissions received if time permits. In addition, the Judges reserve the right to select an alternative Finalist in the event that any potential Finalist fails to comply with the Official Rules.

GENERAL CONDITIONS

1. It is understood that the participants in the [PLATFORM] Artist of the Year Award Contest retain the copyright for their artwork. It is also understood that participants hereby grant Redwood Media Group and its affiliates a non-exclusive, perpetual, worldwide license to broadcast, publish, store, reproduce, distribute, syndicate, and otherwise use and exhibit the Submission (along with their name and artwork title) in all media now known and later come into being for purposes of trade or advertising without further compensation. Participants represent and warrant that they have full legal right, power, and authority to grant Redwood Media Group and its affiliates the foregoing license and if applicable, have secured all necessary rights from any participants in, and contributors to, their Submission in order to grant such a license.
2. Redwood Media Group and its affiliates are under no obligation to use any Submission or return the Submissions to participants.

3. All winners will be required to execute and return a Certificate of Eligibility, Consent, and General Release form within seven (7) days of notification. Non-compliance within this time period may result in disqualification and selection of an alternate winner. Any income tax liability is the sole responsibility of the winner.

Winners must complete a W9 form and supply a copy of a document (e.g., social security card) with his or her social security number or Employer Identification Number for tax purposes. The value of the prizes will be taxable to the winners as income. An IRS Form 1099 will be issued in the name of each winner for the actual value of the prize received, if the actual value of the prize is over \$600. All federal, state and local taxes, and any other costs and expenses associated with acceptance and use of prize not specifically provided for in these Official Rules are solely the winners' responsibility.

4. **USE OF CONTEST INFORMATION:** All entries become the property of Redwood Media Group and its affiliates. Redwood Media Group and its affiliates reserve the right to use any and all information related to the contest, including submissions provided by the contestants, for editorial, marketing, and any other purpose, unless prohibited by law.
5. **CONDUCT:** All contest participants agree to be bound by these Official Rules. Redwood Media Group and its affiliates in their sole discretion, reserve the right to disqualify any person it finds to be tampering with the entry process, the operation of its website, violating the Guidelines, or is otherwise in violation of these rules.
6. **LIMITATIONS OF LIABILITY:** Redwood Media Group and its affiliates are not responsible for late, lost, or misdirected email or for any computer, online, telephone, or technical malfunctions that may occur. If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort, Redwood Media Group and its affiliates may cancel, terminate, modify, or suspend the contest. Entrants further agree to release Redwood Media Group and its affiliates from any liability resulting from, or related to, participation in the contest.
7. **WINNERS LIST:** The name of the winner may be obtained by sending a self-addressed, stamped envelope to: [PLATFORM] Artist of the Year Award, Redwood Media Group, PO Box 360, and Hinckley OH 44233.

[PLATFORM] Awards Contest Rules edited and altered effective July 25, 2016.