

County Arts Sketchbook Project Terms of Service

Please read these Terms of Service (Terms) carefully. By purchasing a sketchbook and participating in this project, you agree that these Terms make a legally binding agreement between yourself and the Prince Edward County Arts Council (County Arts). Participation in the project requires full agreement with the Terms.

The County Arts Sketchbook Project (Sketchbook Project) is inspired by a similar initiative at the Brooklyn Art Library. The Sketchbook Project allows participants to create, within the confines of a sketchbook, their own imagery, writing, and other forms of personal expression. Content created within these sketchbooks will be shared in a digitized sketchbook collection on countyarts.ca, with the possibility of a physical collection being made available in the future depending on the level of support for the project and the status of the COVID-19 pandemic. These Terms apply to all participants in the County Arts Sketchbook Project, including those actively participating in sketchbook creation and submission or those viewing the sketchbook collection. Please send an email to info@countyarts.ca if you have any questions about these Terms or the project.

1. Project Participants

By purchasing a sketchbook and participating in this project, you agree to and acknowledge the following:

1.1 Authorship - You retain the ownership rights of your work and agree to only share content (writing or images) which you have the right to use or for which you have given credit to the original creator on the page on which it appears. All sketchbook content including data, photographs, images, and writing is the sole responsibility of the participant and not that of County Arts. County Arts will not be held responsible for any loss or damage of any kind that arises as a result of not adhering to these Terms

1.2 License to Content - By participating in this project and providing content, you agree to grant County Arts the permission to make a digitized version of your sketchbook available and viewable on the County Arts website for the duration of the project, as well as a physical copy available to be viewed by the public when possible.

2. Sketchbook Submission Rules

In order to participate in the Sketchbook Project, you must purchase a sketchbook from County Arts and adhere to the following guidelines:

2.1. Labels - The labels on the inner cover and back outside cover of your sketchbook must remain intact and fully legible in order for your sketchbook to be shared. We encourage participants to design and personalize the covers, both front and back, however we ask that the designs do not obstruct these labels.

2.2. Size - Your sketchbook must remain the regular size, 8.25" x 5", when closed. We encourage participants to add inserts so the book can be opened up to a larger size; however, these must close back down to the standard sketchbook size when not in use.

2.3. Materials - Please do not use any materials in your sketchbook that are toxic, allergenic, or odorous. We advise against using glitter or any other materials which may easily fall off when your sketchbook is handled. Certain paints like acrylic or gesso may stick pages together so please refrain from using such materials.

2.4. Digital publication date - We cannot guarantee that your sketchbook will be viewable on our website by a specified date.

3. Privacy

By sharing your sketchbook with County Arts, you understand and agree that the content will be available to the public by way of digitization and will be available for members of the public to view physically in the future. Please do not share any content you don't wish to be viewed by the public.

4. Prohibited Content

Publication on our website is not guaranteed should a sketchbook contain any prohibited content. County Arts reserves the right to decline the digitization/display of certain types of content, including but not limited to:

4.1. Offensive Content: any content deemed by County Arts to be offensive, unsafe or in violation of anyone's rights or laws. This includes: hate speech; profanity, obscenity or vulgarity; defamation to a person or people; name calling and/or personal attacks; content whose main purpose is to sell a product; content which infringes on copyrights; any other content that County Arts deems inappropriate.

4.2. Disputed Content: any content that may be subject to any dispute between the participant(s) and third parties.

4.3. Content Deemed Unfit for Digitization/Display: any content that may contain substances which are: toxic, odorous, perishable, or otherwise deemed unfit for digitization or display.

5. Physical Artifacts

As a participant, you acknowledge that sketchbooks submitted through the Sketchbook Project are the sole property of County Arts. County Arts will ensure all efforts are made to safely store and preserve submitted sketchbooks.

6. Disclaimer

You hereby agree that County Arts is not responsible for any damages incurred towards you as a result of participating in the Sketchbook project or viewing the Sketchbook collection, including

publication and display of sketchbook content. The ideas and messages contained within sketchbooks submitted for this project solely reflect the views of the individual artist(s) and do not reflect the views and/or values of County Arts.

7. Amendments to Terms of Service

County Arts reserves the sole discretionary right to modify these terms of service at any time without notice. By participating in the Sketchbook Project as a participant or viewer, you agree to the most current version of the Terms of Service and agree to periodically review these terms so you may be aware of any modifications.

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