

Open Call
BOOM BOOM GEM - ASTONISH 5th Anniversary

Terms and Conditions

Last modified: 20.10.2019

1. Participants

ASTONISH invites artists, goldsmiths, silversmiths, designers worldwide to exhibit their work with a festive spirit for the exhibition 'BOOM BOOM GEM'.

2. Submission

Each participant can submit a single work or a series of works, which can be presented together. The work should be Jewellery or Jewellery related and not older than three years of origin. The work can be made out of any material and should not exceed the measurements of 1m x 1m x 1m. Detailed sketches of work to be made are not accepted. Only existing work is qualified for submission.

Please note, ASTONISH asks for a 30€ fee for return shipment of the work. The fee will be only charged if you get selected.

The submission should include:

- 1-3 images of the work. Minimum 1 image with the whole work preferably on white background (product shot). The images should be in web quality (72dpi).
- Filled out online application form.

All participants will receive a reply by 12th January 2020. Selected participants will receive further details on payment & shipment.

3. Conditions

'BOOM BOOM GEM', ASTONISH 5th Anniversary celebration is an event during the International Trade Fair (IHM) at Messestadt in Munich in hall B1, stand No. 757 from the 11th until the 15th March 2020.

Each Participant agrees by submitting work, that the artwork will be published online and on social media, for promoting the event 'BOOM BOOM GEM' with the collective ASTONISH at the International Trade Fair (IHM) 2020.

4. Sale

All works can be – but do not have to be – offered for sale during the period of International Trade Fair (IHM) 2020. ASTONISH will not charge any commission for sales. If selected,

ASTONISH will ask each participant for further information related to the sales during the exhibition.

5. Costs

Participating in the exhibition is free of charge. The only costs each participant needs to bear are for transportation and insurance for transportation to Munich and back to the participant after the exhibition. ASTONISH asks therefore each participant for a fee of 30€.

6. Insurance

ASTONISH cannot provide any insurance cover for work, which is delivered in a damaged state or got lost during delivery by the provider of choice.

Please note, as ASTONISH is a non-profit collective, it is under no circumstances possible provide any insurance for any damage or loss during build up, build down and during the exhibition 'BOOM BOOM GEM'.

7. Packaging & Delivery

Please ensure the works are packed in such a way that the packing can also be used to return them after the exhibition. ASTONISH cannot accept any liability for objects that are delivered to us in open, unstable containers, as no insurance cover is provided. Each participant can also collect their works in person after closing on the final day of the exhibition. Please contact us again beforehand to arrange this. In that case, the fee is not required.

Customs Formalities (only for non-EU Member States) the consignment must be imported correctly, together with all required customs documents. Please do enquire with your transport/post agency attach a pro forma invoice to your assignment, specifying the value of the goods. Only the entire value of each work group needs to be specified. This information about the value is only required for customs purposes. If this is not the case you might be asked to pay customs when the works are delivered back to you.

Schedule of the Open Call

- Submission Deadline 31st December 2019
- Announcement 12th January 2020
- Delivery of work 14th February 2020
- Exhibition 11th - 15th March 2020

TERMS OF USE

Last modified: 20.10.2019

CONSENT TO TERMS

Please read this terms of use before using the ASTONISH website and applications, platforms or services or any features of this site in any way. By using any of the ASTONISH services, you agree to be bound by this terms of use and ASTONISH's privacy policy. If you do not agree to this terms of use and the privacy policy, please exit the ASTONISH services and do not use the ASTONISH services or any of their features. We reserve the right, to modify, add or delete portions of these terms of use or the privacy policy at any time. We will do this by posting updated terms of use and the privacy policy on the ASTONISH services. Any modifications, additions or delations of these terms of use or the privacy policy shall be effective immediately upon posting. You must consult the most recent version of these terms of use each time you view the website. If you continue to use the ASTONISH services after the posting of the updated terms of use or the updated privacy policy it means that you agree with this changes.

PARTICIPATING ARTISTS

The works of art, who are accepted will be included on the ASTONISH website, Instagram and Facebook.

All artists have the right to request by email that their work on the ASTONISH website be delated at any time. Artists are responsible for ensuring that ASTONISH always has their current email address so we can contact them if there are any issues. If an artist can not be reached within a month, their works will be delated from the ASTONISH website.

For privacy reasons, ASTONISH does not disclose personal information to third parties. Artists can decide whether they want to get in touch with possible buyers or galleries. ASTONISH does NOT charge any commission on sales or collaborations with galleries.

ASTONISH is NOT involved in the sale of an artwork or the collaboration with a gallery! All transactions are conduced directly between the artist and the buyer or the gallery.

Interested galleries and prospective buyers can contact the artist directly via the ASTONISH website. The artist alone decides if he wants to get in contact with the interested party. For privacy reasons, no personal data will be given to third parties. ASTONISH mediated only the contact. All further steps are only discussed by the artist and the buyer/gallery. Once contact has been made ASTONISH is no longer involved.

With his application the artist automatically declare their agreement to the regulations. These authorize ASTONISH to publish and distribute the works which the artist provide to us for marketing reasons. The artist also agrees with the data protection provisions you find below.

COPYRIGHT

Except where otherwise indicated, the ASTONISH owns or licenses the copyright in all the materials on the ASTONISH website, including texts, graphics, logos, audio clips, video clips and photographs.

You acknowledge that you may not use any of the ASTONISH website content for any purpose without our prior express written permission.

Limitation on your use of ASTONISH content

You may not modify, remove, delete, augment, add to, publish, transmit or participate in the transfer or sale of ASTONISH content. You may not create derivative works from ASTONISH content in whole or in part. You may not upload, post, reproduce or distribute in any way ASTONISH content protected by copyright, or other proprietary right, without prior permission of the owner of the copyright or other propriety right.

To the extend that we allow you, through the online services, to obtain and use copies of any ASTONISH content, we grant you a strictly limited, freely revocable, non-transferable use of ASTONISH content for private, non-commercial purposes by publishing, posting, or displaying it on your Facebook page, provided that

- you include without modifications all copyright and other proprietary rights contained in the content,
- you do not modify the content,
- you do not use the content in a manner, that suggests that ASTONISH promotes your, or any third party`s causes, ideas, products, sites, applications, platforms or services,

and

- you do not use the content in any way that is unlawful or harmful to any other person or entity.

DATA PROTECTION PROVISIONS

ASTONISH respects your person and your private sphere. Likewise we wish to ensure the protection of your personal data and the possessing of it in accordance of the law.

All personal data obtained via the ASTONISH website may be used for marketing purposes.

NO RIGHTS (rights of use, rights to intellectual property etc.) are acquired by accessing, downloading or copying of pages! The complete or partial transmission (electronically or other ways), reproduction, modification, linkage or use of the portal for public or commercial purpose is prohibited without a prior written agreement of the ASTONISH.

Can I find out what personal information is held about me?

Under the Data Protection Act, you can make a formal request for information about any personal information we are holding about you.

Please contact: a.stonish@outlook.com

Links to the ASTONISH services and links to third-party sites

ASTONISH takes no responsibility for links from other websites to the ASTONISH website nor for links from the ASTONISH website to third party websites. These pages are neither maintained nor supervised by ASTONISH. ASTONISH rejects all responsibility for the content of the linked pages or their data protection.

The ASTONISH service include a tool that allows you to sign in using information from your account with a third-party service, such as Facebook, Twitter, Google ets. Please be aware that third-party services are unrelated to ASTONISH and that your use of any third-party services is subject to the terms and polices of these services.

The most modern security technology is employed to protect data against an unauthorized access or possessing. However no liability can be accepted for the security of data transmitted over the Internet. The Internet is an open network accessible by everyone and it

is by its nature not secure. ASTONISH rejects any liability for the security of data during its transmission over the Internet. Artists have the right at any time to be informed of their stored personal data, to correct and to demand the deletion of them.

The possessor of the data collection is ASTONISH. You can reach us under the following email address: a.stonish@outlook.com.

COSTS

The platform ASTONISH is free of charge and financed by sponsors. No charges are made to the artists and the galleries/buyers. In the event that cooperation between an artist and a purchaser or a gallery takes place, ASTONISH rejects any liability for disputes between them.

LIMITATION OF LIABILITY

In no event shall ASTONISH be liable for damages of any kind, under any legal theory, arising out of or in connection with your use of, or inability to use, the ASTONISH website or any content on the website, including any direct, indirect, special, incidental, consequential or punitive damages (including but not limited to personal injury, pain and suffering, emotional distress, loss of profits, loss of business, loss of use, loss of goodwill and loss of data), and whether or not caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The limitation of liability does not affect any liability which cannot be excluded or limited under applicable law.

QUESTIONS

If you have any question about these terms of use, please contact ASTONISH: a.stonish@outlook.com.