

# **OFFICIAL RULES**

## 1. THE PROJECT

- (i) RED is a year-long artistic initiative organized by the Qulliit Nunavut Status of Women Council ("Qulliit") known as RED (Remember, Educate, Dedicate) asking Nunavut artisans, musicians, carvers, writers, and seamstresses to create pieces that honour the Inuit Murdered and Missing Women, Girls and 2SLGBTQQIA+ lost to violence (the "Project").
- (ii) The Project includes the selection of 10 artwork related to the Project prepared by 10 Nunavut artists in a Nunavut-wide contest ("Contest"). Each participant (a "Participant") will enter the Contest by submitting an artwork related to the Project together with a submission form. The 10 artists ("Non-Commissioned Artists") and their artwork will be selected by a panel of 5 members appointed by Qulliit ("Panel").
- (iii) The Project also includes the direct commissioning of 10 artwork from 10 Nunavut artists. These artists ("Commissioned Artists") will be contacted and selected directly by Qulliit, outside of the Contest.
- (iv) The 10 artworks created by the Commissioned Artists selected by Qulliit and the 10 artworks created by the Non-Commissioned Artists selected by the Panel will be showcased starting in May 2024. A permanent and virtual exhibition to be unveiled in Iqaluit in May 2024 will be followed by a traveling exhibition which will take place in all three regions of Nunavut starting in the fall of 2024.

#### 2. APPLICATION OF RULES

- (i) These Rules apply to the Contest to select the 10 Non-Commissioned Artists and their artwork.
- (ii) These Rules also apply to the Commissioned Artists except for the rules that are specific to the Contest part of the Project.

#### 3. APPLICATION PERIOD

All artwork must be received by Qulliit on or **before 5:00 pm on March 29, 2024** ( **Submission Deadline**").

#### 4. ELIGIBILITY

- (i) The Project and Contest are only open to residents of Nunavut.
- (ii) A person who enters the Contest is known as a **Participant**."
- (iii) A group of persons may collaborate on an artwork but only one Participant can submit it to the Contest.
- (iv) A Commissioned Artist is ineligible to be a Participant.
- (v) Each Participant (and their parent or legal guardian if under 19) confirms they have read and agree to follow these Rules.
- (vi) Qulliit may contact a minor s parent/legal guardian for the purposes of verifying their agreement to follow these Rules and to consent to the minor s participation in the Project or the Contest. The refusal to complete such verification to the satisfaction of Qulliit may result in the disqualification of the minor.



- (vii) Directors, officers, and employees of Qulliit are ineligible to enter the Contest.
- (viii) The family of the directors, officers, and employees of Qulliit (whether they live together under the same roof or not) are eligible to enter the Contest.

## 5. HOW TO ENTER THE CONTEST - NON-COMMISSIONED ARTISTS

- (i) To enter the Contest, a Participant must send an original artwork ("**Artwork**") together with a submission form. The submission form can be found at <a href="mailto:qnsw.ca">qnsw.ca</a>. ("**Submission Form**"). The Submission Form and Artwork may be mailed or delivered to: Project RED, 987B Iglulik Street, Iqaluit, Nunavut, X0A 3H0. A Submission Form can also be emailed to <a href="mailto:projects@qullit.ca">projects@qullit.ca</a> or faxed to **867.979.1277**.
- (ii) Artwork must be easily transported, displayed and made to last.
- (iii) In the case of digital artwork, all language elements of the Artwork must be displayed in accordance with the *Official Languages Act* in Inuktitut, English, Inuinnaqtun and French.
- (iv) A Participant is permitted to submit only one Artwork/Submission Form.
- (v) An entry may be rejected if the Submission Form is not fully completed with all required information and if the Artwork is not submitted prior to the Submission Deadline. Qulliit is not responsible for late, lost, misdirected, delayed, incomplete, illegible, or incompatible entries, all of which are void.
- (vi) All entries are subject to verification at any time. Qulliit reserves the right to require proof of identity and residence. Failure to provide such proof to the satisfaction of Qulliit in a timely manner may result in disqualification.

#### 6. SELECTION OF ARTWORK CREATED BY NON-COMMISSIONED ARTISTS

- (i) A panel of 5 members appointed by Qulliit ("Panel") will select 10 Artwork created by 10 participants ("Selected Artist").
- (ii) The Panel will select the 10 Artwork/Artists in accordance with the guidelines adopted by the Panel. The guidelines can be found at https://www.qnsw.ca ("Guidelines").
- (iii) Qulliit will make a minimum of three (3) attempts to contact each Selected Artist using the information provided on the Submission Form. If a Selected Artist cannot be contacted on or prior to April 5, 2024, then the Selected Artist will be disqualified (and will forfeit all rights to any award). Qulliit reserves the right to select an alternate Participant.
- (iv) The Artwork of the 10 Selected Artists will become the Property of Qulliit upon delivery to Qulliit. Qulliit may use the Artwork as it deems fit without paying any additional compensation to the Selected Artist.
- (v) The Artwork created by a Participant which was not selected by the Panel will be returned to the Participant.

## 7. AWARD FOR NON-COMMISSIONED ARTISTS

- (i) Each Selected Artist will receive the sum of \$500.00 payable by cheque or e-mail money transfer ("Monetary Award").
- (ii) Each Selected Artist will be contacted directly via e-mail on or before April 5, 2024.
- (iii) The names of the Selected Artists will be publicly announced by Qulliit on or before April 10, 2024.
- (iv) The Monetary Award will be paid to the Selected Artists on or before April 1, 2024.



(v) All Monetary Award payable by cheque or e-mail money transfer must be cashed or accepted on or before September 30, 2024 failing which the Monetary Award may be cancelled.

## 8. ODDS OF WINNING THE CONTEST - NON-COMMISSIONED ARTISTS

The odds of being selected by the Panel depend on the number of artwork received, the quality of the other artwork, and the compliance of your artwork with the Project and the Guidelines.

#### 9. CONTRACT WITH COMMISSIONED ARTISTS

Each Commissioned Artist will be required to enter into a contract with Qulliit.

#### 10. PUBLICITY

Participants, Commissioned Artists and Non-Commissioned Artists agrees to the use of their name, entry material, place of residence, image, voice and likeness in any advertising, promotional, social media, and publicity activities carried out by Qulliit relating to the Project and the Contest, such use to be available to Qulliit in perpetuity, worldwide, exclusive, free of charge and without further consideration or compensation.

#### 11. PRIVACY

- A. Collection and Use of Personal Information
- (i) Participants, Commissioned Artists and Non-Commissioned Artists consent to the collection of personal information by Qulliit and the Panel. Personal information may be used for promotion and publication purposes relating to the Project and to contact Participants, Commissioned Artists and Non-Commissioned Artists. The personal information of the Commissioned Artists and Non-Commissioned Artists will be used in permanent and virtual exhibition as well as in traveling exhibition in Nunavut or elsewhere.
- (ii) Participants, Commissioned Artists and Non-Commissioned Artists consent to Qulliit, the Panel, their agents and/or representatives, storing, sharing and using the personal information submitted in the Submission Form or otherwise for the purposes of administering the Project or the Contest.
- B. Access to Information
- (i) If you have any questions or concerns about the collection of your personal information, or to access your personal information, please contact Qulliit at: 987B Iglulik Street, Iqaluit, Nunavut, X0A 3H0 Attention: Executive Director.

#### 12. GENERAL TERMS AND CONDITIONS

- A. Cancellation and Notification
- (i) Qulliit reserves the right to withdraw, amend or suspend the Project and the Contest (or to amend these Rules) in any way, for any reason, or any other cause beyond the reasonable control of Qulliit that interferes with the proper conduct of the Project and the Contest.
- (ii) Qulliit reserves the right to cancel or suspend the Project and the Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.
- (iii) Qulliit reserves the right without prior notice to adjust any of the dates and/or timeframes stipulated in these Rules to the extent it deems necessary.
- B. Indemnification



- (i) Participants, Commissioned Artists and Non-Commissioned Artists shall at all times indemnify and save harmless Qulliit, its officers, servants, employees and agents from any claims, demands, costs, losses, damages, expenses, actions, suits or other proceedings by whomever made, brought, or prosecuted in any manner based upon or related to the activities of the Project and the Contest.
- (ii) Each and every Participant, Commissioned Artists and Non-Commissioned Artists agree to fully indemnify Qulliit, its officers, servants, employees and agents from any and all claims by third parties without limitation.

## C. Limitation of Liability

- (i) Qulliit shall not be liable for any injury or damage (including death) to a Participant, Commissioned Artist and Non-Commissioned Artist or for loss or damage to their property.
- (ii) Each Participant, Commissioned Artist and Non-Commissioned Artist acknowledge and agree that Qulliit, its officers, servants, employees and agents shall have no liability of any kind whatsoever with respect to the Project, the Contest and/or the use of any monetary award or payment.

## D. Decisions Final

(i) All decisions of Qulliit in connection with the Project and Contest are final.

#### E. Governing Law

(i) All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of a Participant, Commissioned Artist and Non-Commissioned Artist or Qulliit or the Panel in connection with the Project or the Contest shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada applicable in Nunavut.

## F. Choice of Forum

(i) Any action taken relating to this contest shall be commenced in the Nunavut Court of Justice.