

# HYDERABAD ART FESTIVAL

## USER: Terms and Conditions

### **Introduction**

Welcome to the [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) website ("Website"), located at Hyderabad, Telangana. This website is owned and operated by MAZDAART INDIA PRIVATE LIMITED ("we", "us", or "our") (CIN: U72900TG2022PTC165527), based in Hyderabad, Telangana. By using our Website, you agree to comply with and be bound by the following terms and conditions ("Terms and Conditions"). Please review these Terms carefully. If you do not agree to these Terms, you should not use this Website.

### **Description of Service**

We provide an online platform for collaborating with Artists, organizing Art Exhibitions & Art festivals in India & Abroad, leveraging technology to create an online platform for Art and supporting Art Education by way of Grants & Scholarships. We provide Representation Services to Indian artists to promote the artist and their artwork internationally.

### **Personal Information and Privacy Policy**

In the course of your use of the Website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) , you may be asked to provide certain personal information to us. Our use of any information you provide via the Website shall be governed by our Privacy Policy. We collect information such as names, email addresses, mobile numbers and KYC information where necessary for the purpose of transactions, communication, and service improvement.

### **Use of Information**

We use the information we collect to improve our services, communicate with users, and conduct transactions. We do not share this information with other companies without explicit consent from the user, except as necessary to process transactions or comply with legal requirements.

### **User Behavior and Conduct**

All users are expected to behave respectfully and responsibly while using our Website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com). Any actions that harm or disrupt the operation of the site, infringe upon the rights of other users or us, or violate any laws are strictly prohibited. We

reserve the right to take appropriate legal action against any user who violates these terms, including banning them from the website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com).

### **Intellectual Property Rights**

All content on this Website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com), including text, graphics, logos, images, and software, is the property of MAZDAART INDIA PRIVATE LIMITED or its content suppliers and protected by copyright laws. Users are not allowed to reproduce, modify, distribute, or use the content in any way.

### **Dispute Resolution**

Any dispute arising out of the use of the Website, regardless of whether the dispute is based on contract, tort, strict liability, or otherwise, shall be governed by the laws of Telangana, India, and shall be resolved in the courts of Hyderabad, Telangana.

### **Limitation of Liability**

[www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) is not responsible for any damages, including, but not limited to, direct, indirect, special, incidental or consequential damages, arising out of, resulting from, or any way connected to the use of the Website, whether or not based upon warranty, contract, tort, or otherwise.

### **Termination**

We reserve the right to terminate any user's access to our Website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) for any reason and at any time, with or without notice.

### **Changes to The User Terms & Condition**

We reserve the right to update or modify these Terms and Conditions at any time. We will notify users of any changes through various communication channels, including but not limited to, notifications on our Website, emails, and social media.

### **Jurisdiction**

The Website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) is managed by MAZDAART INDIA PRIVATE LIMITED, based in Hyderabad, Telangana, India. The laws of Telangana will govern these Terms and Conditions, without giving effect to any principles of conflicts of laws.

## **Grant & Scholarships Terms and Conditions**

The art Grant & Scholarship is a financial support provided to artists and creative individuals to fund their artistic projects. It is a form of funding that helps artists pursue their artistic endeavors, explore new ideas, create new works, or engage in artistic research and development. The purpose of the Grant is to encourage artistic expression, support cultural and artistic growth, and contribute to the development of the arts community.

### **Eligibility:**

The Grant is open to artists of Indian nationality and residents of India. The artwork submitted with the application must be the original creation of the artists.

### **Application Fees:**

The application fees vary depending on the nature and purpose of the Grant. Goods and Services Tax (GST) is applicable to the fees. The Application fee is non refundable. No cancellations or refunds will be entertained.

### **The Jury**

[www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) has appointed an Independent Jury Team consisting of eminent artists and experts for the selection of exhibits and the finalization of Grants and Scholarships. The Jury team is separate from the Management Team, for a fair and transparent decision making process. [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) reserves the right to appoint more Juries to the Jury Panel and also end or terminate any Jury at any point in time, without any prior notice.

### **Shortlisting Criteria by Jury**

The shortlisting process will be based on the applications and photographs of art works submitted by the applicants and must be in accordance with the guidelines given in the Grant & Scholarship application.

### **Jury Rights**

The Jury reserves the right to discard any application if the artwork is deemed to be below the expected level, unethical, plagiarized, or unacceptable by the organizers. The decisions made by the juries are final and binding. No correspondence regarding the decisions will be entertained.

## **Modification of Grants & Scholarships**

We reserve the rights to edit, append, alter at any time The Grant & Scholarships offered on the website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) including the amount of Grant offered, no of winners, application fee, submission & winner announcement dates.

## **Shortlisted Artist for Grant & Scholarships Terms & Conditions**

### **Grants for which Physical Artwork Exhibition is Required**

Shortlisted artists for Grant & Scholarships must arrange to exhibit their shortlisted artwork at the designated venue / gallery / exhibition. Travel expenses to the given location will be borne by the artist. If a shortlisted applicant fails to reach the given designated venue / gallery / exhibition on the stipulated date and time, this will lead to dis-qualification of the grant application.

### **Grants for which Physical Artwork Shipment is Required**

Shortlisted artists for Grant & Scholarships must arrange the sending of their physical artwork to Mazda Art India Pvt Ltd located at 5-9-699 GunFoundry, Abids, Hyderabad, Telangana, India, 500001 within 15 days of announcement. The packaging, shipment costs, insurance cost will be borne by the artist. If an applicant fails to send over the shortlisted artwork within stipulated date and time, this will lead to dis-qualification of the application.

### **Responsibility for Shipment of Physical Artwork**

Mazda Art India Pvt Ltd is not responsible for any damage or loss to the artwork that may occur during shipment when the artist is sending the artwork to Mazda Art India Pvt Ltd or vice versa. Artists are fully responsible for safe & secure packaging of their artwork. If artists need their art work to be covered under insurance for the shipment of artwork to Mazdaart India Pvt Ltd or vice-versa, they need to procure the insurance for the shipment on their own.

### **Digital Art, NFT, Photography Submission**

Shortlisted artists in the categories of Digital Art, NFT, and Photography must submit a high-resolution digital file of the artwork.

## **Artwork Submission and Verification**

Only after reviewing the artwork either at a venue / exhibition / galley or after receiving the Physical Artwork Shipment and upon completion of the verification process within the stipulated time, the grant & scholarship will be released to the applicant. The decisions made by the juries are final and binding. No correspondence regarding the decisions will be entertained.

## **Disqualification**

[www.HyderabadArtfestival.com](http://www.HyderabadArtfestival.com) / Mazdaart India Pvt. Ltd. reserves the right to disqualify any artist at any stage of the Grant if any discrepancy in information is observed or if there is any delay from the artist in submitting or shipping the artwork as per the important timelines mentioned in the Grant & Scholarship application.

## **Know Your Customer**

Grant Winners & Nominees will be required to submit ID proof, bank details, PAN card to complete the KYC process. Failure to complete the verification within the stipulated time will lead to disqualification of the grant application.

## **International Representation Services**

Grant Winners & Nominees will be required to duly sign the International Representation Service Agreement & other declarations for the verification process to complete. Failure to complete the verification within the stipulated time will lead to disqualification of the grant application. The service agreement can be terminated within 30 days notice in writing by either the Artist or by MazdaArt India Pvt. Ltd.

## **TDS on Grant**

As per Section 194B of the Income Tax Act, 1961, any winnings above ₹10,000 from games, TV shows, quiz shows, contests, etc. shall attract a TDS rate of 30%, irrespective of the income tax bracket of the winner.

## **Marketing & Promotion**

[www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) will utilize various marketing channels such as social media, online platforms, art publications, email, etc. to promote Hyderabad Art Festival. The artist's artwork photos submitted for Grants & Scholarships, along with Artist profile photos will be featured over the internet, NFT market, and other media, including press, circulars, hoardings, posters, t-shirts, invitations, etc. or any other areas where it deems fit to promote [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com)

## **Artist Declaration**

By submitting the artwork for a Grant & Scholarship, the artist declares that the artwork is their original and authentic creation. The artist warrants that they possess an unencumbered title to the artwork and that their descriptions are true and accurate and have not submitted this same artwork in a previous grant application at [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com)

## **Force Majeure**

In the event of unforeseen circumstances or force majeure events that prevent the fulfillment of the Art Exhibition and or the Art Grant & Scholarships, [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com) / Mazda Art India Pvt. Ltd. reserves the right to cancel or reschedule the activities. In such cases, reasonable efforts will be made to arrange for alternative solutions, depending on the circumstances and feasibility.

## **Information related to Art Events & Exhibitions**

[www.HyderabadArtfestival.com](http://www.HyderabadArtfestival.com) / Mazdaart India Pvt. Ltd. reserves the right to change, modify, edit, append, add and remove its upcoming art event & exhibition calendar and its related information, without any prior notice, such as event dates, location, timings, event schedule and requirement, event itinerary and specifics.

## **Venue / Gallery / Exhibition Rules**

Gallery & Exhibition rules differ from venue to venue and grant applicants agree to abide by the rules laid down at the venue / gallery / exhibition.

## **Behavior and Conduct at the Venue / Gallery / Exhibition**

All artists are expected to behave respectfully and responsibly at the Event. Any actions that harm or disrupt the operation of the gallery / exhibition, infringe upon the rights of other users, or violate any rules laid down by the gallery / exhibition / venue or causes harm to others artworks. We reserve the right to take appropriate legal action against any such user who violates these terms, including banning them from the website [www.hyderabadartfestival.com](http://www.hyderabadartfestival.com).