

A person wearing a plaid suit stands in front of a train engine, holding two red smoke bombs. The scene is dark, with the smoke from the bombs providing a stark contrast. The text 'ART - FOR - PEACE' is overlaid on the person's face area.

ART
- FOR -
PEACE

— ART FOR —
PEACE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") apply to the Art For Peace Campaign ("The Campaign") conducted by Unga Wa Dola ("We", "Us", "The Company"). By accessing the Art For Peace Website ("The Website") or participating in The Campaign you shall be deemed to have read, understood and accepted them. Should you disagree with any part of the Terms, do not use The Website or participate in The Campaign.

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CAMPAIGN PERIOD

Art For Peace is a limited period social media campaign valid from 23 June 2017 up to 15 August 2017 at 11:59 PM East African Time, inclusive of both days.

ELIGIBILITY

1. To be deemed an eligible participant of The Campaign, you are required to first like the official Unga Wa Dola Facebook Page (<https://www.facebook.com/UngaWaDola/>), follow us on Instagram (@ungawadola) and follow us on Twitter (@ArtforpeaceKE).
2. You must also be a Kenyan aged over 18 years to participate in The Campaign. We have the discretion to ask for proof of your age and citizenship at any time during The Campaign.
3. Employees of The Company, their immediate families and any third parties working with The Company in relation to The Campaign are not eligible to participate due to conflict of interest.
4. Institutions are not eligible to participate.



PARTICIPATION

1. Participation in The Campaign is subject to the Terms as set out herein and/or as decided by The Company at its discretion.
2. Participation involves submission of an original, artistic creation that clearly depicts the entrant's notion of peace in Kenya, along with a detailed description of the concept and their personal identity details, onto The Website.
3. All works of art should be submitted in high-resolution image, audio or video formats, or as regularly formatted textual content depending on the nature of the art. We advise you to use a high quality camera to take photos or record videos of your artistic creation for the submission.
4. No works of art submitted in audio or video format should exceed two minutes in length.
5. An entrant can submit up to three artworks. If they wish to resubmit an artwork or remove it from the exhibition, they shall be required to make a formal request to The Company via info@artforpeace.co.ke.
6. All entries must be submitted by 15 August 2017 at 23:59 hours East African Time to qualify for The Campaign.



7. Every entry shall be submitted under one of four major art categories, with monetary rewards for an overall winner and the four category winners. The categories therein identified are as follows:

APPLIED ARTS

POTTERY

BEADWORK

WOODWORK

METALWORK

PERFORMANCE ARTS

THEATRE

DANCE

FILM

SONG

VISUAL ARTS

DRAWING

PAINTING

PHOTOGRAPHY

SCULPTING



DESIGN

GRAPHIC DESIGN

FASHION AND TEXTILE DESIGN

FOOD DESIGN

MOTION DESIGN

ARCHITECTURE AND INTERIOR DESIGN

LANDSCAPE AND GARDEN DESIGN



REWARD MECHANISM

1. Winners shall be determined through a combination of votes by visitors to The Website and a panel of three judges sourced from the Kenyan art community. The public votes shall account for 20 per cent of the total score whilst the judges' verdict comprises 80 per cent of the total score.
2. There shall be a total of five winners who shall be rewarded with Prize Money as follows:
 - The Overall Winner shall receive prize money worth Ksh. 75,000
 - Each of the four Category Winners shall be rewarded with Ksh. 35,000
3. The Prize Money shall be issued to the winners in the form of bankers' cheques written out to the winners' respective banks.
4. The prizes are neither transferable nor exchangeable unless otherwise indicated by The Company.
5. All winners shall be required to provide their National Identity Cards as proof of identity in order to claim their prizes. Passports, Driving Licenses and Staff and student ID shall not be acceptable.



NOTIFICATION TO WINNERS

1. The winners shall be announced within five days of the end of the campaign through the Unga Wa Dola Facebook Page. The nature of the announcement, whether to use the winners' names, profile photographs and submissions, remains at the discretion of The Company.
2. Each winner shall be intimated by The Company through direct Facebook messages and via the phone number or email address they provide at sign up for participation in The Campaign.
3. We reserve the right: (a) to disqualify any Participant /winner if we have reasonable grounds to believe the Participant /winner has breached any of these Terms. No intimation shall be sent to the participants who are disqualified and/or not amongst the winners (b) to decide whether a replacement Participant should be selected in the event any Participant is disqualified from The Campaign.
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CONTENT OWNERSHIP

All content used in the development of The Website is the property of The Company. No one is allowed to copy or use any of this content outside The Website without The Company's exclusive permission, issued by us via e-mail. Attempts to infringe on our intellectual property rights in any way is subject to persecution to the full extent of the law.

Any content uploaded on The Website by The Campaign entrants as a submission to The Campaign shall be considered the property of the artist who does the submission unless proven to be an infringement of the intellectual property rights of someone else.

Should you feel that our website content has in any way infringed upon your intellectual property rights, kindly notify us immediately and describe in detail the legal and factual basis for your claim to content ownership, as well as other details regarding the alleged infringement.



OBSCENE AND OFFENSIVE CONTENT

We are not responsible for any obscene or offensive content submitted onto The Website by entrants and thereafter viewed on the “Exhibition” page of The Website. However, we hold full rights to monitor the nature of all content submitted by entrants and to remove any content that we deem obscene or offensive.

Entrants who submit content that is obscene or offensive are liable to barring from participation in The Campaign and/or legal action by The Company and/or other third parties who have reasonable doubt within the legal limitations.



PERMISSIONS

1. Without prejudice to these terms and conditions, all participants in The Campaign expressly and irrevocably permit and authorize The Company to disclose, reveal and divulge information regarding their particulars to the parties involved in organizing, promoting and conducting The Campaign for purposes of The Campaign.
2. By participating in The Campaign, you qualify to participate in any advertising or publicity activities of The Company that relate to The Campaign upon your full and legal consent, and agree that we may publicize your name and/or photograph in a manner deemed fit should you be one of the winners of The Campaign.
3. By submitting your original work of art on The Website or on the official Unga Wa Dola Facebook Page, you are giving us permission to use the content as we deem fit within The Campaign context. However, your content shall not be distributed to other parties without your full and legal consent.



DISCLAIMER

We shall not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death, or loss of, or damage to property, which might be suffered or sustained in connection with The Campaign participation or the prize.

We shall not be liable for any loss or damage arising from participation in The Campaign, including an act or omission that could otherwise determine an unfavorable outcome for the entrant's submission.

MODIFICATIONS TO THE TERMS AND CONDITIONS

These terms are subject to change at any time that The Company chooses and they shall be effected immediately, accompanied by a notification on the same on the Unga Wa Dola Facebook page. What determines the modification shall be determined at our sole discretion



TERMINATION OF THE TERMS AND CONDITIONS

We reserve the right at our absolute discretion to terminate The Campaign or vary, delete or add to any of these Terms from time to time without notice including without limitation, the eligibility of any person, the bases and methods of identification of winners and the dates of The Campaign. You are advised to read them before participating in The Campaign and raise any issues or questions you may have through the Unga Wa

ENTIRE AGREEMENT

These terms constitute your entire agreement with us with respect to use of The Website and/or participation in The Campaign. The Company's decision on all matters relating to The Campaign shall be at its absolute discretion and shall be final and binding on all participants. In the event that there is a cause of disagreement in any matter regarding The Campaign, these Terms shall prevail.

