

# Rules of entry for CannaData Scientist NFT Art Contest

NO PURCHASE IS NECESSARY TO ENTER THE COMPETITION OR WIN. ENTRY IN THE COMPETITION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL TERMS AND CONDITIONS. VOID WHERE PROHIBITED.

CANNABIS GENOME DAO WILL NEVER ASK YOU FOR YOUR PERSONAL WALLET LOGIN INFO, SEED PHRASE, PRIVATE ADDRESS INFORMATION, OR ASK YOU TO SEND US MONEY/CRYPTOCURRENCY AT ANY POINT.

## **BINDING AGREEMENT**

In order to apply to the CannaData Scientist Art Competition, you must agree to the following Terms and Conditions. Please read these Terms and Conditions carefully prior to your application to ensure you understand and agree to our rules of engagement. You agree that submission of any and all entries during the application process to the Competition constitutes an agreement to these Terms and Conditions. You may not apply and are not eligible for the Competition rewarding system described in these Terms and Conditions unless you agree to them. These Terms and Conditions form a binding legal agreement between you and Cannabis Genome DAO with respect to the Competition. By entering the Competition, you agree to comply with and abide by these Terms and Conditions and the selection methods of the Competition judges, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept adjudicated decisions as final and binding as it relates to the content of this Competition.

## **ELIGIBILITY**

To be eligible to enter the CannaData Scientists Art Competition, an Applicant must: (a) be of age as of the date of entry or to have a legal representative if the Applicant is under 18 years old at the moment of the submission, (b) sign up at the official [Submission page](#) and (c) provide a valid email address. The CannaData Scientists Art Competition is open worldwide and void where prohibited by law.

1. **The Work Must Be Original:** You must be the creator of the art that you submit to the competition. Your art must be your own original concept and not a copy of anyone else's copyrighted material. (If your image infringes upon another's copyright it will be disqualified.) Upon submitting your work to this competition, you are solely responsible for any infringement on copyrighted materials.
2. **Content:**
  - **DO:** Feature one of the stages of insect metamorphosis used in the CGD roles and credentialing system. Please follow this link for references:  
Please feel free to incorporate as much creativity
  - **DO:** Incorporate iconic imagery for cannabis and scientific research (e.g. plants, seeds, greenhouses, laboratories, scientific and farmer attire, amateur scientist scenes, mad scientists, clandestine research, medical research, etc)
  - **DO NOT:** Use excessive amounts of cannabis leaf imagery
  - **DO NOT:** Use *any* official or copyrighted characters.
3. **Copyright:** Contest entrants will retain copyright of all submitted work but grant Cannabis Genome DAO unlimited and indefinite permission to sell and display submitted images on/in Cannabis Genome DAO's exhibits, website, print collateral, display images, and/or any additional event promotional materials.
4. **Non-exclusive Permissions:** By entering this art competition, you are granting us a non-exclusive perpetual license to reproduce and sell images of your artwork on our website, in our print media, newsletters, exhibits, website, print collateral, display images, and/or any additional event promotional materials, in the marketing of future art competitions to the general public. All winning entries will be published in the CannaData Scientist NFT collection. Each entry may be featured for historical / archival purposes. Any present or future requests for removal will be denied.
5. **File Sizes and Formats:**
  - NFT artwork: JPEG, GIF and PNG images will be accepted with square dimensions with a minimum of 300 dpi OR vectors.
  - Lore: plain text, please do not submit files.
6. **The Entry Process:**
  - **Step 1.** Have your files ready to upload before you start the submission process. Go to <https://everfreenw.com/events/art-contest/> and click use the submission form at the bottom of that page.
  - **Step 2.** In the "Upload file" section, press the browse button to select your artwork file, or include links to your artwork hosted elsewhere (e.g. DropBox or DeviantArt). Note that the direct upload option has a file size limit of 4MB.
  - **Step 3.** In the form, fill out the information about the artwork you are submitting.
  - You will receive a confirmation email. If you do not, please contact us so we may check on your submission.
7. **Judging Criteria:**
  - Does the submitted artwork feature one of the metamorphosis stages?
  - Does the artwork meet the dimension specifications, and is the quality high enough?
  - Is there a creative depiction of cannabis research?
  - Is the originality of the work interesting?
  - Is there overall quality and command of the medium being used?
  - Does the work impact the viewer in relation to the theme?

- The composition and design of the work is also a judging criterion.
- 8. **Original Work:** We reserve the right to request proof that your entry is your original artwork created solely by you. Non-compliance to this rule will be a disqualification of your entry.
- 9. **Multiple Submissions:** Multiple submissions are permitted. Each entry must be submitted individually, even if part of a series. May submit one piece of artwork for one concept or multiple artworks for multiple concepts. Multiple entries are okay for the same idea as long as they are submitted separately. Please number 1 of 4, 2 of 4, etc if a series to be considered together.
- 10. **Submission Deadlines:** Artworks will be reviewed in batches on a monthly basis.
- 11. **Prize Payments:** The submitter of each accepted entry will receive 0.42 NEAR, 25% of the sale revenue generated from their art in the CannaData Scientist NFT collection, and 50% of the royalties received from future transfers.
- 12. **Other Prizes:** All winning artists will receive one complimentary Hatchling NFT for each accepted entry.
- 13. **VOID WHERE PROHIBITED BY LAW.**

## Detailed Rules

The Applicants and their applications to this Art Competition have to meet the following criteria ("Cannabis Genome DAO Requirements"):

The Applicants must be 18 years of age minimum at the time of submission or have a legal representative in case the Applicants are under 18 years of age at the time of submission.

The Artworks must not be derogatory, offensive, threatening, defamatory, disparaging, libellous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person or otherwise does not comply with the theme and spirit of the Art Competition.

The Artworks must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations including the laws or regulations in any state where the Art Competition and supporting statements and artworks are created.

The Artworks must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, representation of characters indicating sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Art Competition, as determined by Organizer, in its sole discretion.

The Artworks must be original, unpublished and unminted works that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

The Artworks cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

The Applicant's submission is not subject to any actual or threatened litigation or claim.

The Applicant does not include any disparaging remarks relating to the Organizer or a third party.

The Applicant's Artwork is submitted in the prescribed form and made available to the Art selection through the channels indicated above.

During the Art Competition Period, the Cannabis Genome DAO team, its agents and the Judges (defined below) will be evaluating the submissions (selecting for the public voting) and supporting Applicant's statements made on social media to ensure that they meet the Cannabis Genome DAO Art Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Applicant who submits the application and supporting statements which do not meet the Cannabis Genome DAO Art Competition Requirements. Incomplete applications or applications not complying with these Terms and Conditions are subject to disqualification.

Artists of the selected artworks for the Art Competition agree to perform at least one round of minor edits with 72 hours' notice.

After the artwork is submitted to the Cannabis Genome DAO, no contestant may thereafter mint the artwork elsewhere as an NFT.

The value of awards to individuals is considered taxable income which the artist or his/her legal representative takes charges of independently and individually.

Artists will be rightfully credited as the creators of their artwork. However, Cannabis Genome DAO cannot be held responsible for inadvertent or clerical errors committed by third parties in the publishing of the artwork and/or credits for the same. Artists shall hold the right to object to the

mistreatment of their artwork if such mistreatment is prejudicial to the reputation of the Artist. If the artwork submitted by contestants is materially altered or distorted (reasonable cropping may occur), the Artists reserve their right to demand the withdrawal of the artwork from public use or display.

The submitted files may become limited editions to guarantee scarcity. Each limited Edition NFT will be marked with a unique serial number with protected ownership secured by a public blockchain. Artists acknowledge that such marking will not be considered a material alteration to or distortion of the artwork.

Art Competition applicants agree to receive emails, where they can choose to unsubscribe at any time and are aware Cannabis Genome DAO team may contact you by email.

## RIGHTS AND WARRANTIES

By applying for the Cannabis Genome DAO Art Competition and providing your original artwork (e.g., photo, video, text, etc.), you understand and agree that Cannabis Genome DAO and anyone else acting on behalf of the Cannabis Genome DAO or its respective licensees, successors, affiliates and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Cannabis Genome DAO Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notices, review, or consent.

By applying for the Cannabis Genome DAO Art Competition, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your application and submitted artwork infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the Cannabis Genome DAO. If the content of your entry is claimed to constitute an infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Cannabis Genome DAO from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Cannabis Genome DAO may incur, suffer, or be required to pay to arise out of such infringement or suspected infringement of any third party's right.

## INDEMNIFICATION

To the maximum extent permitted by law, Applicants indemnify and agree to keep indemnified Cannabis Genome DAO at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Applicants agree to defend, indemnify and hold Cannabis Genome DAO harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from:

(i) any submission, statements or other material uploaded or otherwise provided by Applicant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;

(ii) any misrepresentation made by Applicant in connection with the Art Competition;

(iii) any non-compliance by Applicant with these Terms and Conditions;

(iv) claims brought by persons or entities other than the parties to these Terms and Conditions arising from or related to Applicant's involvement with the Art Competition;

(v) acceptance, possession, misuse or use of any prize or participation in any Art Competition-related activity or participation in the Cannabis Genome DAO Art Competition;

(vi) any malfunction or other problem with the Cannabis Genome DAO Site in relation to the entry and participation in the Cannabis Genome DAO by Applicant;

(vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Art Competition by Applicant and in the voting process by consumers;

or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Art Competition by Applicant.

## JUDGING

The artworks for the Art Competition will be selected by Cannabis Genome DAO Judges. Winners of the Art Competition will be notified via email. All winning Applicants will receive an email from [hello@cannabisgeno.me](mailto:hello@cannabisgeno.me). Cannabis Genome DAO shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 14 (fourteen) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt of the prize offered in the Cannabis Genome DAO Campaign by the Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official Terms and Conditions by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as a Winner, and all privileges as winner will be immediately terminated.

You may request a copy of the winners' list. All such requests must be sent within 14 (fourteen) days from the end of the Cannabis Genome DAO Art Competition Entry Period.

## REWARDS

The Winner(s) of the Cannabis Genome DAO Art Competition (the "Winner(s)") will receive the following rewards:

420 Accepted NFT Art Submissions: 0.1 NEAR each plus the following terms included in the sale license: 25% of the sale revenue plus 50% of royalties in perpetuity from each minted NFT. Artwork that is chosen to be minted as collections/series with fewer total unique copies (e.g. Imago) will be sold for a higher price than collections with greater copies (e.g Hatchling). This will result in greater total revenue potential for larger collections, however, it is possible that royalties for the rarer mints will outpace those of the less rare ones. Additionally, the rarer mints will likely sell first. We hope these factors will result in a balance that will incentivize artists to create entries for the respective stages of metamorphosis based on inspiration rather than financial motivation.

10 Best Lore Submissions: 0.42 NEAR each + social media mention and backlink

[Additional information about reward structure can be found here.](#)

Substitution of the prize or transfer/assignment of the prize to others by the Winner is not permitted. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for the Cannabis Genome DAO to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

#### ELIMINATION

Any false information provided within the context of the Art Competition by Applicant concerning identity, digital currency public address if required, mailing address, email address, ownership of right or non-compliance with these Terms and Conditions or the like may result in the immediate elimination of the Applicant from the Art Competition.

Cannabis Genome DAO's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that or any other provision. Cannabis Genome DAO reserves the right to disqualify Applicants who violate the Terms and Conditions or interfere with this Art Competition in any manner. If an Applicant is disqualified, Cannabis Genome DAO reserves the right to terminate that Applicant's eligibility to participate in the Art Competition.

Any attempt by an Applicant to deliberately damage any website or undermine the legitimate operation of Cannabis Genome DAO may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

#### CHANGES TO THE ART COMPETITION

If for any reason the Cannabis Genome DAO Art Competition is not capable of proceeding as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Art Competition, Cannabis Genome DAO reserves the right at its sole discretion to cancel, terminate, modify or suspend the Cannabis Genome DAO Art Competition.

#### LIMITATION OF LIABILITY

By entering the Cannabis Genome DAO Art Competition Applicant agrees to release and hold the Cannabis Genome DAO and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors harmless



from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not by (i) such Applicant's participation in the Cannabis Genome DAO Art Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) unauthorized human intervention in any part of the Cannabis Genome DAO Art Competition; (iii) electronic or human error in the administration of the Cannabis Genome DAO or the processing of entries; (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vi) printing errors; (vii) lost, late, postage due, misdirected, or undeliverable mail.

#### JURISDICTION AND DISPUTES

These Art Competition Terms and Conditions shall be governed by, subject to, and construed in accordance with the laws of Wyoming, excluding all conflict of law rules. If any provision(s) of these Terms and Conditions is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Would any dispute arise in connection to the Cannabis Genome DAO Art Competition, parties shall aim to resolve such dispute amicably. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Art Competition are hereby excluded, and Applicant expressly waive any and all such rights.