

## **195xGlobal**

### **Participation, Rights of Use and Privacy Agreement**

#### **One World · 195 Voices · 195 Artworks**

195xGlobal is an independent international art project created by Ott-aro Agency.

The goal of the project is to bring together artists from as many countries as possible on one shared platform, encourage cultural exchange, and promote international visibility for contemporary art.

The project stands for diversity, peace, creativity, dialogue, and the power of art to connect people across borders.

#### **Contracting Parties**

##### **Project Organizer**

**195xGlobal / Ott-aro Agency**

and

Artist

**Full Name:**

**Artist Name (optional):**

**Street / Number:**

**Postal Code:**

**City:**

**Country:**

**Email:**

**Phone:**

**Artwork Information**

**Artwork Title:**

**Technique / Medium:**

**Dimensions:**

**Year of Creation:**

**Original Artwork Price (CHF):**

**Short Description:**

**Bio:**

## **Article 1 – Participation**

By submitting an application, the Artist applies to participate in the 195xGlobal project.

Participation is free of charge.

There is no automatic right to participate.

195xGlobal decides at its sole discretion which artists are accepted into the project.

Participation becomes effective only after acceptance and signing of this Agreement.

## **Article 2 – Project Purpose**

The purpose of the project is to:

- present art internationally
- promote cultural exchange
- connect artists from around the world
- encourage peace, diversity and dialogue
- increase international visibility
- organize digital and physical exhibitions

## **Article 3 – Materials Provided by the Artist**

The Artist provides:

- image(s) of the artwork
- artist portrait (optional)
- short biography
- artwork description
- other voluntary information

The Artist confirms that all submitted materials may legally be used and that all necessary rights belong to the Artist.

## **Article 4 – Copyright**

The Artist keeps full copyright and ownership of the artwork at all times.

Participation in the project does not transfer any copyright, ownership, trademark, licensing or intellectual property rights to 195xGlobal.

## **Article 5 – Rights of Use**

The Artist grants 195xGlobal a non-exclusive, worldwide, royalty-free right to use the submitted materials solely for purposes related to the 195xGlobal project. This may include:

- project websites
- social media
- catalogues
- brochures
- exhibitions
- press releases
- project marketing

## **Article 6 – Exhibition Using Fine Art Prints**

195xGlobal may organize exhibitions entirely or partly using high-quality Fine Art Prints.

Original artworks normally remain with the Artist.

Sending the original artwork is not required.

## **Article 7 – Sponsored Exhibition Prints**

Fine Art Prints used for exhibitions may be financed by sponsors.

After the exhibition, ownership of the physical exhibition print financed by the sponsor shall transfer to the sponsor. The sponsor may:

- keep the print
- display the print
- donate the print
- auction the print
- use the print for representative purposes

The sponsor owns the physical print only.

No copyright, reproduction rights, licensing rights, publishing rights, intellectual property rights or commercial exploitation rights are transferred to the sponsor.

All rights to the artwork remain with the Artist.

## **Article 8 – Global Art Prints**

Commercial Fine Art Prints may only be produced and sold with the Artist's prior approval.

Revenue shall be shared as follows:

- 80% Artist
- 20% 195xGlobal / Ott-aro Agency

Payments shall be made within fourteen (14) calendar days after full payment has been received from the customer.

There is no guarantee of sales.

## **Article 9 – Sale of Original Artworks**

Original artworks may only be sold with the Artist's express approval.

Revenue shall be shared as follows:

- 90% Artist
- 10% 195xGlobal / Ott-aro Agency

Payments shall be made within fourteen (14) calendar days after full payment has been received from the customer.

There is no guarantee of sales.

## **Article 10 – Artwork Replacement**

Each Artist may submit one artwork.

If the submitted artwork is replaced after acceptance into the project, a processing and administration fee of CHF 89 shall apply.

This fee covers:

- website updates
- catalogue updates
- marketing updates
- data management
- administrative work

## **Article 11 – Planned Exhibition**

195xGlobal currently intends to organize an exhibition in Switzerland, particularly in Bern or Basel, between late 2027 and mid-2028.

The location, scope, timing and format of the exhibition depend on organizational, financial and sponsorship-related factors.

There is no guarantee that an exhibition will take place.

## **Article 12 – Payments**

Payments are generally made in Swiss Francs (CHF).

The Artist is responsible for providing correct payment information.

Bank charges, exchange rate differences and payment provider fees may be deducted where applicable.

## **Article 13 – Responsibility for Content**

The Artist confirms that:

- the artwork was created by the Artist or may legally be used
- no third-party copyrights are violated
- no trademark rights are violated
- no personal rights are violated
- all information provided is accurate and truthful

The Artist is solely responsible for any claims arising from violations caused by the Artist.

## **Article 14 – Technical Image Adjustments**

195xGlobal may make technical adjustments where necessary.

This may include:

- resizing
- cropping
- format adjustments
- resolution adjustments
- colour corrections

The artistic character of the artwork will not be significantly altered.

## **Article 15 – Privacy and Data Protection**

Personal data will be processed in accordance with Swiss data protection law.

The following information may be stored and processed:

- name
- artist name
- address
- country
- email address
- phone number
- biography
- artwork information
- portrait photograph
- artwork images

The following information may be published:

- name or artist name
- country of origin
- biography
- portrait photograph
- artwork
- artwork description

## **Article 16 – Termination**

The Artist may leave the project at any time by written email notice.

No new publications involving the Artist shall be made after termination.

Already published materials may remain available.

This includes:

- catalogues
- brochures
- archives
- press publications

- social media posts

Completed sales agreements and approved print orders remain valid after termination.

### **Article 17 – Exclusion of Artists**

195xGlobal may exclude artists from the project in cases including:

- false information
- copyright violations
- illegal content
- discriminatory content
- abusive behaviour
- conduct damaging the project

The decision to exclude an artist remains at the reasonable discretion of 195xGlobal.

No compensation shall be payable.

### **Article 18 – No Guarantees**

195xGlobal does not guarantee:

- acceptance into the project
- sales
- sponsorships
- exhibitions
- audience reach
- media coverage
- visitor numbers
- commercial success

### **Article 19 – Limitation of Liability**

195xGlobal, Ott-aro Agency and Heinrich Richard Ott shall not be liable for:

- technical failures
- website downtime
- cyberattacks
- data loss

- sponsor withdrawal
- delivery delays
- services provided by third parties
- print quality variations

To the fullest extent permitted by applicable law, liability for ordinary negligence is excluded. Liability for intentional misconduct and gross negligence remains unaffected.

## **Article 20 – Force Majeure**

195xGlobal shall not be liable for delays, changes or cancellations caused by events beyond reasonable control.

These include:

- natural disasters
- pandemics
- war
- civil unrest
- government restrictions
- power failures

## **Article 21 – Project Changes or Cancellation**

195xGlobal may modify, postpone or cancel the project if necessary due to organizational, financial, legal or sponsorship-related reasons.

As participation is free of charge, no right to compensation or damages shall arise from such changes or cancellation.

## **Article 22 – Electronic Signatures**

Electronic signatures, digital signatures, scanned signatures and signed PDF documents are accepted as legally valid.

The parties expressly agree that such signatures shall have the same legal effect as handwritten signatures.

Artists attending project events in person may additionally sign prints or project materials by hand.

There is no entitlement to receive a handwritten signature.

## **Article 23 – Tax Responsibility**

Each party is solely responsible for its own taxes and legal obligations.

195xGlobal does not provide tax advice.

### **Article 24 – Communication**

Notices and communications relating to this Agreement may be sent electronically, including by email.

### **Article 25 – Governing Law and Jurisdiction**

This Agreement shall be governed exclusively by Swiss law.

The exclusive place of jurisdiction shall be Bern, Switzerland.

### **Article 26 – Severability Clause**

Should any provision of this Agreement be found invalid, illegal or unenforceable, the remaining provisions shall remain fully valid and effective.

The invalid provision shall be replaced by a valid provision that comes as close as possible to the original economic purpose of the invalid provision.

### **Article 27 – Contract Language**

This Agreement may be translated into other languages for information purposes.

In the event of differences, inconsistencies or interpretation questions, the German version shall prevail and be legally binding.

### **Article 28 – Entire Agreement**

This Agreement contains the complete agreement between the parties.

There are no verbal side agreements.

Any amendments or additions to this Agreement must be made in text form.

Artist

Place / Date

Heinrich Richard Ott

195xGlobal / Ott-aro Agency