

Artshow Comprehensive Terms and Conditions

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Section 0) Scope of this Document

- 0.1) The purpose of this document is to set about a comprehensive list of terms and conditions applicable to art submitters, bidders, and general viewers.
- 0.2) The Quite Lovely Rules and The Artshow Terms and Conditions are to be considered supplementary to this document, serving only as a basic approximation of the contents herein.
- 0.3) In the event of a dispute from any party, this document and its wording is to take precedent over any wording contained in The Quite Lovely Rules or The Artshow Terms and Conditions.
- 0.4) This document is to be considered public; and made available on request.
- 0.5) This document is assumed to be agreed to should a party agree to the terms set out in the Quite Lovely Rules or The Artshow Terms and Conditions.
- 0.6) Circumstances otherwise not set out in this document remain at the discretion of the Artshow Staff.

Section 1) General Information

- 1.1) ConFuzzled UK Ltd. (hereafter ConFuzzled) will offer exhibition space for all approved registered works of art (hereafter item or items).

- 1.2) This provided space (hereafter Artshow) serves as an exhibition for the sale of items in a silent auction. Two sections of the Artshow will be designated for particular items:
 - a) An adult section; for items of a graphic or mature nature;
 - b) A charity section; for items that have a designated charity deduction of 100%.
- 1.3) Any item deemed to be adult by the Artshow Staff must only be displayed in the adult section.
- 1.4) Any item with a designated 100% charity deduction may be displayed in the charity section, at the submitting party's discretion; unless the item is deemed to be adult by the Artshow Staff.
- 1.5) A selection of items from the Artshow may be chosen for display in a supplementary live auction.
- 1.6) Submitted art may include a charitable donation, expressed as a percentage of the sale price, at the discretion of the submitting party.
- 1.7) Charitable donations will be automatically deducted to their stated value upon sale of the item.
- 1.8) Charitable donations will be given to the designated charity ConFuzzled has nominated to support for the year in which the Artshow is operated.
- 1.9) ConFuzzled offers no guarantee that any item will be successfully sold, even if the item receives bids, or is marked as sold.

Section 2) Submission Terms

- 2.1) Attendees to a convention operated by ConFuzzled may submit items to the Artshow.
- 2.2) The Artshow Staff may allow submitters a period prior to the start of the convention to pre-register their items.
- 2.3) Pre-registering an item does not constitute an agreement that ConFuzzled has approved a particular submission, nor does pre-registering an item constitute an agreement that ConFuzzled will provide a space to display a particular item.
 - a) Approved pre-registered submissions are granted assurances of space allowances within the Artshow.
 - b) Artists with sufficient pre-registered submissions may apply for panel reservations. Panel reservations are not guaranteed and are at the discretion of Artshow Staff.
- 2.4) ConFuzzled will provide a published timeslot in which to deliver all items intended for submission. Any item not delivered within this designated timeslot may be rejected at the discretion of the Artshow Staff.
 - a) Pre-registered submissions must be delivered within the designated pre-registered submission event or they may lose their guaranteed display space.
- 2.5) Items may be rejected if they are found as:
 - a) Violating the List of Prohibited Items, or;
 - b) Failing to meet a minimum standard of quality, or;
 - c) Failing to meet a minimum standard of artistic merit, or;
 - d) Not demonstrably owned by the submitting party, or;
 - e) Not being for sale, or;
 - f) Incapable of being adequately displayed due to constraints on the Artshow.
- 2.6) The interpretation of Section 2 Subsection 5 is entirely at the discretion of the Artshow Staff.
- 2.7) Items may be submitted that depict fair usage of intellectual property not owned by the submitting party, at the discretion of the Artshow Staff, should they meet all of the following:
 - a) The item was discussed with the Artshow Staff prior to the start of the convention, and;

- b) The item is obviously a case of fair use or parody, with no potential for confusion on the part of attendees; or has the documented permission and consent of the intellectual property holder.
- 2.8) If an item is not rejected during submission, it is to be taken as approved for display in the Artshow, and subject to Section 1.
- 2.9) Approved items are to be registered by signing the appropriate submission sheet. Registering an approved item is to be taken as consent for ConFuzzled to display the item within the Artshow, and within the Live Auction. Registering an approved item is to be taken as consent for ConFuzzled to sell the item as a broker.
- 2.10) Registering an approved item is to be taken as consent for the Artshow Staff to photograph the item for record keeping purposes, and for live auction display.
- 2.11) Registering an approved item does not constitute an agreement that the item will be sold.
- 2.12) The Artshow Staff reserve the right to reject registered approved items at their discretion.
- 2.13) The Artshow Staff reserve the right to move and redisplay any registered approved item at their discretion.

Section 3) Registration Terms

- 3.1) An approved item must be registered to be displayed in the Artshow. Items not registered will be removed from display and returned to the submitting party at the earliest convenience of ConFuzzled.
- 3.2) Approved items must be registered by a convention attendee holding a valid ConFuzzled badge for the convention hosting the relevant Artshow.
- 3.3) Items may only be submitted by the seller of the item, or by a designated proxy. Proxies must be pre-arranged by the seller, by contacting the Artshow Staff prior to the Art Submission event.
- 3.4) An item submitted by a proxy is assumed to be the responsibility of the proxy in terms of clarifying the accuracy of the submitted item, its assigned values, and how the item is displayed.
- 3.5) Items submitted by proxy are assumed to be the responsibility of the seller in cases of disputes regarding the nature or sale of item.
- 3.6) Submission proxies do not constitute unsold art collection proxies, or payment proxies.
- 3.7) The Artshow Staff reserve the right to reject any suggested proxy.
- 3.8) The submitting party must make every effort to display their item in a safe, visible and not obstructive manner, with the relevant bidding slip or live auction sheet displayed in a suitable location nearby. The Artshow Staff reserve the right to move or reject any item that fails to be displayed in accordance with this.
- 3.9) The Artshow Staff reserve the right to reject any item from the Artshow, even after approval and registration.
- 3.10) Registering an approved item is taken as consent for ConFuzzled to act as a broker, selling the item on behalf of the seller.
- 3.11) Registering an approved item is taken as consent for ConFuzzled to sell the item during a silent auction event and live auction event.
- 3.12) Registering an approved item with a charitable donation value of less than 5% is taken as consent for the Artshow Staff to raise the charitable donation value to 5% should the item be selected for live auction.
- 3.13) Registering an approved item is taken as consent for the Artshow Staff to handle, photograph, and move the item to aid in its sale.

- 3.14) Registering an approved item is taken as consent for attendees to photograph the item, at the discretion of Art Show staff.
- 3.15) Items are displayed in the Artshow at the seller's risk. ConFuzzled is not liable for any damage or loss to the item; however, all reasonable safeguarding measures will be taken.
- 3.16) It is the responsibility of the seller to insure their item, and to file any insurance claims on said item.

Section 4) General Display and Sale Terms

- 4.1) The seller may not place any bids on their item.
- 4.2) The seller may not collude with others for bids on their item.
- 4.3) The seller may not encourage individuals to bid unfairly on their item.
- 4.4) The seller may not interfere with the bidding slips displayed alongside their item.
- 4.5) The seller may request the Artshow Staff to issue corrections on their item's bidding slip, changing the registered values. The Artshow Staff reserve the right to reject such requests.
- 4.6) The seller may request the Artshow Staff to add more components to an item, increasing the content of the item. The Artshow Staff reserve the right to reject such requests.
- 4.7) The seller may request the Artshow Staff to move, remove, or alter the item after submission. The Artshow Staff reserve the right to reject such requests.
- 4.8) If an item is marked as sold, a public posting on relevant notice boards will be made. It is the responsibility of the seller to remain aware of the contents of these public postings.
- 4.9) ConFuzzled assumes no responsibility for ensuring that the seller is aware of the contents of public postings.
- 4.10) In the event that an item receives no bids before the closing of the Artshow and is not selected for live auction; that item will be marked as unsold.
- 4.11) In the event that an item receives 8 (Eight) bids before the closing of the Artshow; that item will be selected for live auction.
- 4.12) The Artshow Staff may select items for live auction at any time before the Artshow is closed.

Section 5) Live Auction Display and Sale Terms

- 5.1) ConFuzzled reserves the right to select or reject any item entering live auction.
- 5.2) An item being selected for live auction does not constitute an agreement that the item will be displayed at live auction.
- 5.3) The seller may not withdraw their item on the grounds that it has been selected for live auction.
- 5.4) Items displayed during live auction may be displayed with a photograph of the item and broadcasted for a viewing audience.
- 5.5) An item being marked as sold during live auction does not constitute an agreement that the item will be sold.
- 5.6) If an item is marked as sold, a public posting on relevant notice boards will be made. It is the responsibility of the seller to remain aware of the contents of these public postings.
- 5.7) ConFuzzled assumes no responsibility for ensuring that the seller is aware of the contents of public postings.

Section 6) Terms of Sale

- 6.1) An item marked as sold constitutes an agreement between the declared winning bidder and the seller to provide the seller a sum of money in exchange for the listed item, with ConFuzzled acting as a broker, handling the transaction.
- 6.2) The seller must attend an Artist Payout event, at the designated time to receive their payment. Late attendance may delay payment to the seller, at the discretion of the Artshow Staff. Failure to attend an Artist Payout event may delay payment to the seller.
- 6.3) If the seller fails to attend an Artist Payout event, then ConFuzzled may provide reasonable supplementary payment opportunities before the end of the relevant convention to receive payment. Failure to attend such opportunities may delay payment to the seller.
- 6.4) If the seller fails to attend a supplemental payment opportunity, the Artshow Staff will contact the seller to arrange alternative means to pay the seller after the conclusion of the relevant convention. These alternative means may incur administrative fees to the value of £5.00 (Five Pounds Sterling); all fees collected will be donated to the designated charity for the relevant convention. Additional fees may be incurred for transfer costs; these will be added to the administrative fees incurred. If the value of the administrative fees and transfer fees equals or exceeds the value owed to the seller, the full value of the sale will be donated to the designated charity for the relevant convention.
- 6.5) The obligation for ConFuzzled to pay the seller ends should the seller fail to collect their payment in the reasonable opportunities provided. All unclaimed payments will be donated to the designated charity of the relevant convention.
- 6.6) The seller may designate a proxy to collect their payment on their behalf by contacting the Artshow Staff prior to an Artist Payout event.
- 6.7) The designated proxy must hold a valid ConFuzzled badge for the relevant convention hosting the Artshow and be the designated proxy for a seller holding a valid ConFuzzled badge for the relevant convention.
- 6.8) The Artshow Staff reserve the right to reject suggested proxies.
- 6.9) Arranging a proxy does not make the proxy responsible for the collection of payment. If an arranged proxy fails to attend an Artist Payout event, or supplementary payment opportunity, it will be viewed as a failure on the seller to attend an Artist Payout event or supplementary payment opportunity.
- 6.10) Should the seller be unable to attend an Artist Payout event, they may contact the Artshow Staff prior to the start of an Artist Payout event to request to arrange an early payment, or to arrange a bank transfer after the Artist Payout event; at the discretion of the Artshow Staff. The Artshow Staff reserve the right to reject such requests.
- 6.11) Should a buyer be unable to pay for or collect an item, the sale may be annulled.
- 6.12) The seller agrees to accept the winning bid as the sale value of the item. The seller may not withdraw their item on the grounds that the bidding was not high enough.
- 6.13) At the conclusion of a sale, ConFuzzled will seek no further involvement in negotiations or disputes regarding the sale.

Section 7) Unsold Item Terms

- 7.1) In the event that an item is marked as unsold, a public posting on relevant notice boards will be made.
- 7.2) ConFuzzled assumes no responsibility for ensuring that the seller is aware of the contents of public postings.

- 7.3) An item being marked as unsold constitutes an agreement between the seller and ConFuzzled that the seller will collect or forfeit the item.
- 7.4) The seller may collect an item marked as unsold at the convenience of ConFuzzled, once the piece has been marked as unsold.
- 7.5) Unsold items do not carry any monetary value. ConFuzzled is not liable to make any payment to the seller, nor make any donation to the charity for an item that is marked as unsold.
- 7.6) The seller must attend an Unsold Art Collection event at the designated time if they are required to collect any unsold item. Late attendance may delay the collection of the item, at the discretion of the Artshow Staff.
- 7.7) If the seller fails to attend an Unsold Art Collection event, then ConFuzzled may provide reasonable supplementary collection opportunities before the end of the relevant convention to allow collection. Failure to attend such opportunities may delay the collection of the item.
- 7.8) If the seller fails to attend a supplementary collection opportunity, the Artshow Staff will contact the seller to arrange delivery options for the seller to receive their unsold item. These delivery options may incur administrative fees of £5.00 (Five Pounds Sterling); all administrative fees collected will be donated to the designated charity for the relevant convention. These delivery options may incur additional delivery fees. It is the seller's responsibility to pay all fees incurred, failure to pay all incurred fees may cause the item to be considered forfeit.
- 7.9) The seller may designate a proxy to collect an unsold item on their behalf by contacting the Artshow Staff prior to an Unsold Art Collection event.
- 7.10) The designated proxy must hold a valid ConFuzzled badge for the relevant convention hosting the Artshow and be the designated proxy for a seller holding a valid ConFuzzled badge for the relevant convention.
- 7.11) The Artshow Staff reserve the right to reject suggested proxies.
- 7.12) Arranging a proxy does not make the proxy responsible for the collection of an unsold item. If an arranged proxy fails to attend an Unsold Art Collection event, or supplementary collection opportunity, it will be viewed as a failure on the seller to attend an Unsold Art Collection event or supplementary collection opportunity.
- 7.13) In the event that an unsold item is collected, ConFuzzled will seek no further involvement in the sale or dispute of the item.
- 7.14) In the event that an unsold item is declared forfeit, ConFuzzled will seize the item and add the item to inventory for use at the discretion of ConFuzzled; including, but not limited to, the sale of the item.

Section 8) General Bidding Terms

- 8.1) Any convention attendee holding a valid ConFuzzled badge for the relevant convention hosting the Artshow (hereafter attendee) may enter the Artshow during a public showing; and enter the live auction during a public showing.
- 8.2) Attendees may not handle any of the items on display.
- 8.3) Any attendee may place a bid on any item displayed in the Artshow, or in the live auction.
- 8.4) Bid increments must be to a minimum value of £1.00 (One Pound Sterling) and a whole integer value.
- 8.5) Bids placed with a value that is not a whole integer or not in Pound Sterling may be regarded as void.
- 8.6) When an attendee bids (hereafter bidder); they are committing themselves to purchase the item they bid on, for the value stated in their bid.

- 8.7) The bidder may request their bid be redacted from a bidding slip, or a correction to their bid issued. The Artshow Staff reserve the right to reject such requests.
- 8.8) Unintelligible bids or badge numbers may result in the bid being regarded as void.
- 8.9) The bidder may not redact their own bid, correct their own bid, or otherwise mark a bidding slip as to make any bid appear different to how it was originally written.
- 8.10) The bidder may not collude with any other individual to unfairly influence bidding.
- 8.11) No bids may be placed on behalf of another attendee.
- 8.12) If an item is marked as sold, a public posting on relevant notice boards will be made. It is the responsibility of the bidder to remain aware of the contents of these public postings.
- 8.13) ConFuzzled assumes no responsibility for ensuring that the bidder is aware of the contents of public postings.
- 8.14) The Artshow Staff reserve the right to redact any bid at any time.

Section 9) Live Auction Bidding Terms

- 9.1) All bids placed during live auction are assumed to be correct. No corrections may be issued to bids accepted during live auction.
- 9.2) The bidder may not collude with other individuals to unfairly influence the bidding at live auction.
- 9.3) The bidder may not bid on any item they submitted.
- 9.4) Unintelligible bids will be regarded as void.
- 9.5) Unintelligible badge numbers will result in the associated bid being regarded as void.
- 9.6) The bidding will close at the discretion of the auctioneer.
- 9.7) The Artshow Staff reserve the right to redact any bid given during live auction.

Section 10) Terms of Purchase

- 10.1) An item marked as sold constitutes an agreement between the declared winning bidder and the seller to provide the seller a sum of money in exchange for the listed item, with ConFuzzled acting as a broker, handling the transaction.
- 10.2) The winning bidder (hereafter buyer) must attend an Art Collection event, at the designated time to pay for and collect any items they are marked as the highest bidder for. Late attendance may be delayed in collecting their items, at the discretion of the Artshow Staff. Failure to attend an Art Collection event may delay the buyer in collecting their items.
- 10.3) If the buyer fails to attend an Art Collection event, then ConFuzzled may provide reasonable supplementary payment and collection opportunities before the relevant convention ends. Failure to attend such supplementary payment and collection opportunities may delay the buyer in collecting their items.
- 10.4) If the buyer fails to attend a supplementary payment and collection opportunity, then the Artshow Staff will contact the buyer to arrange alternative means to pay for and collect their items. Such alternative means may incur an administrative fee of £5.00 (Five Pounds Sterling); all administrative fees will be donated to the designated charity of the relevant convention. These alternative means may also incur additional transfer fees, and additional delivery fees. The sum total payable to ConFuzzled will be the outstanding value of the bought items, plus any administrative fees, plus any transfer fees, plus any delivery fees.
- 10.5) The obligation for ConFuzzled to deliver the bought items ends should the buyer fail to or refuse to pay the sum total payable to ConFuzzled. Any uncollected items will then be marked as unpaid.

- 10.6) The buyer may designate a proxy to pay for and collect their items on their behalf by contacting the Artshow Staff prior to an Art Collection event.
- 10.7) The designated proxy must hold a valid ConFuzzled badge for the relevant convention hosting the Artshow and be the designated proxy for a buyer holding a valid ConFuzzled badge for the relevant convention.
- 10.8) The Artshow Staff reserve the right to reject suggested proxies.
- 10.9) Arranging a proxy does not make the proxy responsible for the payment and collection of items. If an arranged proxy fails to attend an Art Collection event, or supplementary payment and collection opportunity, it will be viewed as a failure on the buyer to attend an Art Collection event or supplementary payment and collection opportunity.
- 10.10) At the conclusion of a purchase, ConFuzzled will seek no further involvement in negotiations or disputes regarding the purchase.

Section 11) Unpaid Item Terms

- 11.1) In the event an item is marked as unpaid, the Artshow may contact the seller, and discuss whether the sale should be annulled.
- 11.2) Should a sale be annulled, the item will be marked as unsold, and be subject to Section 7. If the seller has already received a payment for the item, said payment must be refunded to ConFuzzled. ConFuzzled will cover any fees associated with this refund. ConFuzzled may also waive any administrative fees associated with unsold items, at the discretion of ConFuzzled.
- 11.3) Should a sale not be annulled, ConFuzzled will mark the item as unsold and declare the item forfeit. The item will then be subject to Section 7.
- 11.4) In the event an item is marked as unpaid, the Artshow may contact the buyer and inform them that ConFuzzled is no longer seeking payment from the buyer.
- 11.5) The buyer of an unpaid item may be restricted from attending future conventions, at the discretion of ConFuzzled.
- 11.6) The buyer of an unpaid item may be barred from attending future Artshow events, at the discretion of the Artshow Staff.

Section 12) Ancillary Terms

- 12.1) Attendees may not handle any item on display.
- 12.2) Attendees may request to photograph an item, at the discretion of Art Show staff.
- 12.3) Attendees may not interfere with any bidding slips associated with a displayed item.
- 12.4) Attendees may not enter any marked staff only area.
- 12.5) In the event an attendee enters the marked adult section, it is assumed that the attendee is consenting to view the items within.
- 12.6) The Artshow Staff reserve the right to final interpretation this document in case of dispute.