

# First Annual Norwegian Cruise Line and Nader Museum Call To Artists

## Official Rules

**Please read these Official Rules carefully. They contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you if you enter the First Annual Norwegian Cruise Line and Nader Museum Call To Artists. By entering the Call To Artists, you signify your agreement to these Official Rules and the decisions of the Sponsors. If you do not agree to the Official Rules, you may not enter the contest.**

### 1. OVERVIEW

NCL (Bahamas) Ltd., d/b/a Norwegian Cruise Line (“Norwegian”) in collaboration with The Nader Museum (“Nader Museum”)(Nader Museum and Norwegian together, the “Sponsors”) announces the First Annual Norwegian Cruise Line and Nader Museum Call To Artists (the “Call To Artists”) for the Norwegian Cruise Line/Nader Museum Award (the “Award”). Artists (“Artist(s)” or “Entrant(s)”) who are legal residents of Monroe County, Florida, Broward County, Florida or Miami-Dade County, Florida are invited to submit an original idea for the Norwegian Cruise Line Mural (the “Mural”), which will be located at Norwegian’s new Terminal Building (the “Norwegian Terminal”).

At nearly 166,500 square feet, the Norwegian Terminal, designed by Miami-based global architecture firm Bermello Ajamil & Partners, will accommodate passenger cruise line vessels of up to 5,000 passengers. Aside from improved functionality and efficiency, the new terminal, which is being constructed to LEED-Gold standards, is set to be a modern architectural masterpiece and the new “pearl” of Miami’s stunning skyline. Drawing inspiration from the Fibonacci nautilus, a natural example of the golden ratio of perfection, the spiraled and multi-level façade, transcendental and glass-encased building, offers stunning ocean views that embody the freedom and flexibility of the Norwegian cruising experience.

The winner (the “Winner”) of this Call To Artists will paint the Mural on a 126 feet tall by 62 feet wide wall, located on the west side of the Norwegian Terminal north facade. The wall on which the Mural will be placed faces the MacArthur Causeway, which means that the Mural will be seen not only by the more than 1.2 million passengers that will be using the Norwegian Terminal, but also by the millions of passengers that arrive or depart from the PortMiami terminals and by the thousands of people that use the MacArthur Causeway every day.

### 2. MURAL

The Winner of this Call To Artists must be able to paint their proposed artwork from their winning Entry for the Mural, starting on or around May 2020 and finishing the Mural by June 4, 2020. The production costs to paint the Mural will be covered by Norwegian. The Mural is intended to remain on the wall for one (1) year. Prior to the end of the one (1) year period, Norwegian may conduct a new Call To Artists for a new Mural to replace the existing one. Entrants acknowledge and agree that if selected as the Winner, his/her Mural will be destroyed within a year, unless determined otherwise in Norwegian’s sole discretion.

### 3. PRIZE

The Award includes a grand prize of One Hundred Thousand U.S. Dollars (US \$100,000.00) (the “Prize”) that will be awarded to the Winner upon completion of the Mural at the grand opening of

the Norwegian Terminal and unveiling of the Mural on June 13, 2020. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE AWARD ARE THE SOLE RESPONSIBILITY OF THE WINNER. To receive the Prize, the Winner must execute all documentation required by Sponsors, including but not limited to an Affidavit of Eligibility, a Release of Liability Form and a Publicity Release, in each case confirming the various terms of these Official Rules. The Award additionally includes a ten (10) day Artist Residency for the Winner onboard the Artist Loft on an Oceania Cruise Ship valued at Fifteen Thousand U.S. Dollars (US \$15,000.00) (the "Artist Residency"). The cruise accommodations, itinerary and locations shall be determined by Norwegian in its sole discretion. All taxes, airport fees, customs fees or other surcharges are the responsibility of the Winner. Artist Residency excludes air transportation, ground transportation, government taxes and fees, port fees, gratuities, service charges, fuel surcharges, NCFs, shore excursions and other personal expenditures. The Award and Prize are non-transferable, non-refundable, and no substitution will be made except as provided for herein at the Sponsor's sole discretion.

By acceptance of the Award, the Winner represents and warrants that they have complied with all the rules of this Call To Artists. Winner acknowledges and agrees that Sponsors have not made, and are not liable or responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including, but not limited to its quality, mechanical condition or fitness for a particular purpose. No more than the advertised number of prizes will be awarded. In compliance with the United States Internal Revenue Service regulations, Norwegian will send a Form 1099 to the Winner, which requires disclosure to Norwegian of the Winner's social security number. Prize may be taxable as a benefit in kind and the Winner is responsible for all applicable reporting and tax payment obligations.

#### **4. ELIGIBILITY**

This Call To Artists is open only to Entrants who legally reside in either Monroe County, Broward County or Miami-Dade County, who are professional plastic artists and who are 21 years of age or older. Norwegian reserves the right to determine who is eligible to win. By participating, Entrants agree to be legally bound to these Official Rules and the decisions of Sponsors, which are final and binding in all respects on matters relating to this Call To Artists. Employees of Sponsors and their respective parents, affiliates, subsidiaries, advertising or promotional agencies together with their immediate families (spouses, parents, siblings and children) and persons living in the same households as any of those employees are not eligible to participate in this Call To Artists. This Call To Artists is governed by the laws of the United States, and all federal, state and local laws and regulations apply.

#### **5. ENTRY**

The Call To Artists begins at 5:00 p.m. Eastern Time ("ET") on January 30, 2020 and ends at 3:00 p.m. ET on February 27, 2020 (the "Contest Period").

**To enter for a chance to win, each Entrant must submit an entry (each, an "Entry" and collectively, the "Entries") during the Contest Period that must include all of the following:**

- A. **Proposed Artwork for the Mural.** Proposed artwork may be submitted only on a canvas that measures 36 x 18 inches (91 x 36 cms). The proposed artwork should depict the artwork that will be done on the wall of the Norwegian Terminal by the Entrant as the

Mural, if selected as the Winner. All artwork in the Entries submitted, no matter the form, will become property of Nader Museum and will not be returned.

- B. **Letter of Interest.** Entrants must submit a letter of interest (“Letter of Interest”) no longer than one page in length (approximately containing around 250 - 500 words). The Letter of Interest should explain the Artist’s interest in the Call To Artists, and should include the Artist’s name and contact information (phone number and email).
- C. **Artist’s Statement.** Entries should include an Artist Statement of around no more than 200 words describing the proposed artwork.
- D. **Artist’s current Resume.** Entries should include an Artist’s current resume, including any URL and media links of choice (e.g. website, Facebook, Instagram, etc.).
- E. **Artist’s Proof of Residency.** Entries must include proof that the Artist is a current resident of Monroe County, Florida, Broward County, Florida, or Miami-Dade County, Florida in one of the following forms: (1) a copy of the Artist’s current utility bill no older than 2 months prior to the commencement of the Contest Period; or (2) a copy of the Artist’s current Florida driver’s license where the driver’s license number has been redacted.

Non-compliant Entries will not be considered. Entries may not (a) contain materials embodying the first or last names or likenesses identifying any person without permission; (b) be indecent, obscene, hateful, offensive, tortious, defamatory or libelous; (c) exhibit any lewd or lascivious matters or nudity, foul language, political or racial content; (d) contain material that violates, infringes or otherwise misappropriates the rights of any third party (including trademark rights, copyrights and rights of publicity); (e) improperly or incorrectly suggest that Norwegian endorses or is affiliated with any Artist or any third party; (f) conflict with the architectural design of the Norwegian Terminal or Norwegian’s brands; (g) disparage or demean the Sponsors or Released Parties; (h) promote alcohol, drugs, tobacco, violence or firearms/weapons (or the use of any of the foregoing); (i) contain material that is unlawful in any way; (j) contain advertising for any natural person, business, company, government organization, non-government organization, non-profit organization, etc.; (k) contain any loose materials or parts that may constitute a danger to public safety and be able to detach from the wall of the Norwegian Terminal; (l) any blinking or flashing lights, streamer lights, pennants, banners, streamers and/or any type of fluttering, spinning or other form of attention attractors or advertising devices; or (m) the words “stop” or “danger” or present or contain any words that may imply the need or requirement to stop. The proposed artwork for the Mural must be in compliance with any and all applicable Florida laws and ordinances. Any Entry that violates any of the foregoing restrictions, in Norwegian’s sole discretion, shall be void and will not be considered in the Call To Artists. The Sponsors, in their sole discretion, reserve the right to remove and/or disqualify any Entry that is unlawful, or in violation of these Official Rules.

Limit of two (2) Entries per Artist. Any attempt by an Artist to submit more than two (2) Entries may void all of that Artist’s Entries. All Entries must be an original work that has been made specifically for the Mural. Entries must be submitted either in person or sent to the Nader Museum at 62 NE 27<sup>th</sup> Street Miami, Florida 33137, to be received no later than 3:00 p.m. ET on February 27, 2020. There is no Entry fee. All Entries (including but not limited to proposed artwork, letter of interest, and artist’s statement) become the property of Sponsors and will not be acknowledged nor returned. Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsors.

## **6. WINNER SELECTION PROCESS:**

The Winner will be selected from all eligible Entries received using a two (2) phase process. During the first phase, all eligible Entries will be reviewed by a visual arts professional selection committee nominated by Nader Museum and Norwegian (the "Selection Committee"). The Selection Committee will announce a short-list of twenty (20) potential winners (the "Short-list") during a cocktail reception at the Nader Museum on March 19, 2020. During the second phase, Nader Museum will present all twenty Entries from the Artists on the Short-list in a special exhibition open to the public. The public shall be able to vote on the twenty Entries from the Artists on the Short-list during the exhibition. The Selection Committee will review all twenty Entries from the Artists on the Short-list and decide on the Winner. The Winner will be announced during a cocktail reception on the *Norwegian Encore* on April 5, 2020. The Winner must complete the Mural by June 4, 2020. The Mural will be unveiled during the grand opening of the Norwegian Terminal on June 13, 2020. These dates may change as necessary, in Sponsors' sole discretion. The decisions of the Sponsors and the Selection Committee are final and binding on all matters relating to this Call To Artists.

## **7. LICENSE OF COPYRIGHT:**

By submitting an Entry, each Artist grants an exclusive, worldwide, irrevocable, perpetual, non-terminable and non-cancelable license to Norwegian and to Nader Museum to reproduce the artwork submitted in the Entry(ies), including the right to display, reproduce, communicate, broadcast, use, re-use, modify, distribute, commercialize, sub-license, and publish the Entry(ies) submitted, in whole or in part. Each Entrant further agrees to sign any and all documentation, if any, required to confirm this license and the grant of rights to Norwegian and to Nader Museum.

## **8. INTELLECTUAL PROPERTY AND VARA WAIVER:**

By making an Entry, each Entrant represents and warrants that the Entry will not infringe upon the intellectual property rights of any third party. Each Entrant assigns to the Sponsors all right, title and interest in the Entry. Entrants acknowledge and agree that although Entrants have granted the right to use their Entry(ies) to Norwegian and Nader Museum, Norwegian and Nader Museum, in their sole discretion, may elect not to use any Entry. EACH ENTRANT REPRESENTS, UNDERSTANDS, AND ACKNOWLEDGES THAT THEY WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY OTHER THAN THE PRIZE STATED HEREIN IN EXCHANGE FOR GRANTING THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF AN ENTRY. Each Entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might limit or preclude the use of the Entry and agrees not to sue or assert any claim arising out of or connected to the use of the Entry.

Entrants further agree that their Entries, and if selected as Winner, the Mural, may be considered a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). Entrants represent that they are authorized to waive the rights conferred by 17 U.S.C. §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1). As the Artist and author of the submission, the Artist permanently waives their rights to prevent any distortion, mutilation, modification, or destruction of the Entry and the Mural, for whatever reason and for whatever use such distortion, mutilation, modification, or destruction of the Entry and the Mural is undertaken.

## **9. RIGHT OF PUBLICITY:**

Except where legally prohibited, by participating in this Call To Artists, Entrants grant Norwegian and Nader Museum the right to use their name, image, likeness, photograph, opinion and/or voice and/or Entries and/or all works created for and arising from the Entries and any other element that would assist in Norwegian's and Nader Museum's promotional efforts, without any further payment, compensation, notice, review, or approval, for promotional purposes in any media now known or hereafter devised, worldwide.

#### **10. NOTICE:**

Given the nature and structure of artist competitions, Entrants acknowledge that another Entrant's Entry(ies) may be similar to their Entry(ies). In order to prevent legal claims that could be disruptive and impede the ability of Norwegian and Nader Museum to conduct their business activities, Entrants agree to irrevocably and forever waive any legal claim Entrant may have under any theory of law in any territory, including, without limitation, copyright infringement or breach of implied in fact contract (idea submission), that Entrant's rights were infringed due to any similarity between Entrant's Entry and any other Entry.

#### **11. GENERAL TERMS AND CONDITIONS:**

This Call To Artists is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Entrants represent and warrant that they are the sole creator of the Entry submitted and the owner of the rights granted herein. By participating, Entrants (a) agree to be bound by these Official Rules and the decisions of the Sponsors (including but not limited to eligibility determinations) which shall be final and binding in all respects; (b) agree that any dispute arising from this Call To Artists will be governed by and construed in accordance with the laws of Florida, without giving effect to any choice of law or conflict of law rules; (c) consent to the jurisdiction and venue of the courts located in Miami-Dade County, Florida; (d) agree to defend, indemnify and hold harmless Norwegian and Nader Museum from any and all damages, injuries, claims, causes of action or losses of any kind (including but not limited to attorneys' fees) arising from Entrant's participation in this Call To Artists, an Entrant's violation of any of the official rules, and/or an Entrant's violation of any third party right, including without limitation any copyright, trademark, property or privacy right; and (e) release and hold Sponsors and their respective parent, affiliated companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the design and execution of this Call To Artists ("**Released Parties**") harmless from and against any and all claims, damages and liability of any kind arising, in whole or in part, directly or indirectly, from or in connection with participation in the Call To Artists or in any prize-related activities, including but not limited to the awarding, receipt, possession, use and/or misuse of any prize awarded herein, and assume all liability in connection therewith. Sponsors accept no liability for content of Entries.

The Released Parties shall not be responsible for lost, late, illegible, incomplete, inaccurate, misdirected, undelivered, delayed or damaged Entries, or for mechanical, technical, typographical, human, or other errors or malfunctions relating to or in connection with the Call To Artists. Norwegian and Nader Museum shall not be responsible if the Call To Artists cannot be administered or if a Prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. If, for any reason, this Call To Artists is not capable of running as planned due to tampering, unauthorized intervention, fraud, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Call To Artists, Norwegian reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Call To Artists, and to award the

Award and Prize from among the eligible Entries received up to the time of the termination, cancellation, modification and/or suspension. Norwegian also reserves the right, at its sole discretion, to disqualify any Entrant (and void the Entry) who tampers with the Entry submission process or who is otherwise in violation of these rules. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CALL TO ARTISTS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND MAY RESULT IN DISQUALIFICATION FROM PARTICIPATION. SHOULD SUCH AN ATTEMPT BE MADE, NORWEGIAN RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CALL TO ARTISTS. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF COMPETITOR, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SPONSORS' FAILURE TO ENFORCE ANY TERM OR PROVISION OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT TERM OR PROVISION.