



The DMAR/Oxnard College Deck of Cards 2024 Terms and Conditions for Contributors

Definitions:

Charity - TRIO STUDENT SUPPORT SERVICES/OXNARD COLLEGE FOUNDATION in which all donations go towards serving low income and/or first generation Oxnard College students by providing them with invaluable resources to foster student success as described on their website

<https://oxnardcollegefoundation.org/campus-partnerships/trio-student-support-services/>

Project - The creation, production and sale of copies of a deck of playing cards featuring the work of artists in collaboration with @drawmearobot on Instagram, for the purpose of raising money to assist the work and reputation of the **Charity**.

Image - a drawing or painting, traditional or digital, submitted electronically for the **Project**.

Author - The artist, painter, illustrator etc who has created the **Image**, or if the **Image** is a collaborative work, one who has authority to agree on behalf of the collaborators to the application of these Terms.

Organisers - Arik Texon aka 'Robot One' and known for the Instagram site @drawmearobot and the website <https://drawmearobot.com> together with anyone, who at his sole discretion, he may consult or work with for the purpose of realising this **Project**.



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In Making a Submission for this Project, the Author agrees to the following Terms and Conditions.

1. The Author is requested to read and understand the technical requirements of the **Project** before creating the **Image**. These are published on the website at <https://drawmearobot.com/the-dmar-deck/> They may be updated during the course of the submission period to reflect responses to queries received.
2. Any pre-submission queries may be raised on the form that is available through the same page.
3. In submitting the **Image**, and/or in raising queries the **Author** will be sharing personal data listed on the form together with metadata including IP address and browser user agent string to this website or (if using the Google form) to Google.

The relevant privacy policies are:

<https://policies.google.com/privacy/>

<https://drawmearobot.com/privacy-policy/>

4. The **Image** may be used at the discretion of the **Organisers** together with other images to realise the **Project**.
5. The **Author** asserts that they have not sold or given any rights in the **Image** to any other party(ies) who may claim copyright to it or restrict its transfer to the **Organisers** or its use in the **Project**.
6. At the point of submission, the **Author** assigns and transfers to the **Organisers** all interests in the **Image**, including copyrights and other intellectual property rights for use in the **Project**, free of charges both now and in the future.



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7. The **Organisers** undertake not to sell or transfer these rights to other parties, and will not use or sell the **Image** for personal gain or for any purpose other than realising and publicising the **Project**.
8. At the point of receipt, the **Organisers** automatically grant a license to the **Author** without charge, allowing the **Author** to use the **Image** for any purpose commercial or otherwise that does not conflict with the **Project** or restrict its purpose in assisting the **Charity**.
9. The **Organisers** may exclude any **Image** from the **Project** at their sole discretion if they consider that it contains offensive or political content, and no correspondence will be entered into. In case the **Image** is not used for the **Project**, copyright will not be retained by the **Organisers** but will return automatically to the **Author**.
10. The **Organisers** are giving their own time and resources free to this project. They have authority to engage and pay for commercial resources to realise and promote the **Project** from the proceeds before donation at their discretion. The intention will be to maximise the sum(s) donated to the **Charity**, however the **Organisers** are private individuals and make no guarantee to either the **Charity** or the **Author** for the donation to meet any given target.
11. The **Organisers** undertake to keep financial records and to donate all profits from the **Project** now and in the future to the **Charity**, however they retain complete discretion about how the **Project** will be realised - including but not limited to: How many print runs are made; How the **Project** is financed; Whether limited editions will be offered; The quality and design of the set; Any overprinting acknowledging contributions by sponsors and/or artists.



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12. The financial results of the **Project** in terms of the sum(s) donated to the **Charity** will be published by the **Organisers** on Instagram and on drawmearobot.com.
 13. In case alterations to the **Image** are required for technical reasons, the organisers may consult the **Author** to agree the way forward, and in making a submission, the **Author** agrees to be contacted by the **Organisers** at the latter's discretion.
 14. Any alterations made to the **Image** to enable its use in the **Project** will not affect the transfer of copyright and the granting of license as expressed above.
 15. This agreement shall be governed by and construed in accordance with the laws of California USA. In case of disagreement, these Terms and Conditions shall be interpreted according to the jurisdiction of the courts of California.
 16. If any provision of these Terms and Conditions or any part of any provision is held to be invalid, illegal, or unenforceable, such provision or part thereof, shall be deemed modified to the minimum extent necessary to render it valid and enforceable, and the remaining provisions shall not be affected, remaining in full force and effect.
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