“UrbansKIN” PROJECT – INTERNATIONAL SKETCHBOOK ARCHIVE

PARTICIPATION FORM, DEED OF DONATION AND RELEASE

1. Artist’s Details

Full name (or legal name):
Artist name / tag (if preferred instead of the legal name):
Date of birth:
Place of birth:
Residential address:
E-mail address:
Telephone number:

I hereby declare that I am at least 18 years of age. If the artist is a minor, this form must also be signed by the person exercising parental responsibility, who shall assume the corresponding legal responsibilities.

2. Subject of the Donation

I hereby voluntarily and free of charge donate to **Kineton S.r.l. Società Benefit** (hereinafter “Kineton”) one or more original sketchbooks, notebooks, sketch pads, or drawings (hereinafter collectively referred to as the “Materials”), created for or in connection with the **“UrbansKIN”** call, for inclusion in the **International Sketchbook Archive**.

Number of sketchbooks/materials donated with this form:

Number and brief description of the donated materials:

3. Nature of the Donation and Absence of Consideration

I expressly declare that:

- the Materials are donated voluntarily and free of charge, without any present or future financial compensation or other consideration from Kineton;
- all costs relating to the shipment of the Materials shall be borne exclusively by me;
- the donation is final and irrevocable. I shall not be entitled to request the return of the donated Materials, without prejudice to my right to request from Kineton, at my own expense, a digital copy of my submitted work.

4. Copyright and Licence Granted to Kineton

I, as the author of the Materials, retain full ownership of the copyright therein in accordance with **Italian Copyright Law No. 633 of 22 April 1941**, as amended.

At the same time, I grant Kineton a **royalty-free, non-exclusive, perpetual, worldwide licence** to:

- exhibit the Materials at the inaugural exhibition of Kineton's new premises and at any subsequent exhibitions or events related to the UrbansKIN Project;
- catalogue, archive, and make the Materials available for consultation, in physical and/or digital form, at Kineton's premises and through digital consultation tools;
- reproduce, publish, and disseminate the Materials, in whole or in part, by any means and through any media (including websites, social media, and printed publications), for illustrative, cultural, educational, and informational purposes related to the Project.

The above licence is granted free of charge, and I shall not be entitled to receive any present or future payment, royalty, or other compensation for the use of the Materials in accordance with the terms set out above.

Kineton undertakes to acknowledge the author of the Materials by using either the legal name or the artist name/tag indicated in Section 1 whenever the Materials are published, exhibited, or otherwise made available to the public.

5. Declaration of Originality and Warranty

I declare, under my sole responsibility, that:

- the donated Materials are original works created through my own intellectual and creative effort and do not constitute copies, reproductions, or photocopies of works belonging to third parties;
- the Materials do not infringe any copyright, trademark, patent, or other intellectual property rights of third parties, do not contain personal data relating to third parties whose disclosure has not been authorised, and do not contain defamatory, offensive, or otherwise unlawful content;
- I am the sole person entitled to dispose of the rights in the Materials and to grant the licence referred to in Section 4.

I agree to indemnify, defend, and hold harmless Kineton from and against any and all claims, demands, damages, liabilities, costs, or legal actions brought by third parties in connection with the donated Materials arising out of the inaccuracy or falsity of the declarations set out above.

6. Custody of the Materials

Kineton undertakes to preserve the Materials with the ordinary standard of care appropriate to the nature of the Project during both the exhibition phase and their subsequent archiving.

Kineton shall not be liable for any loss of, damage to, or deterioration of the Materials unless caused by its wilful misconduct or gross negligence, including, without limitation, losses resulting from theft, fire, natural disasters, or other events of force majeure.

7. Right of Review and Selection

Kineton reserves the right, at its sole discretion, not to include in the inaugural exhibition or not to publish any Materials that are inconsistent with the purposes of the Project, are damaged to such an

extent that they cannot reasonably be exhibited, or contain content that is manifestly offensive, unlawful, or infringes the rights of third parties, without prejudice to the provisions of Section 8 below.

8. Future Consultation of the Archive

Following the exhibition, the archived Materials will be made available for consultation by third parties in accordance with the procedures and criteria established by Kineton in its internal regulations, which will be made available to interested parties. No additional obligation to notify individual donating artists shall arise in connection with such consultation.

9. Personal Data Processing

I declare that I have read the **Privacy Notice on the Processing of Personal Data** pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 (GDPR), attached to this Form or otherwise made available by Kineton, and that I consent to the processing of the personal data I have provided (including identification, biographical, and contact details) for the purposes described therein, including the publication of my biographical profile and the public consultation of the Archive, in both physical and digital form.

10. Governing Law and Jurisdiction

This Form shall be governed by and construed in accordance with the laws of Italy.

Any dispute arising out of or in connection with the validity, interpretation, or performance of this Form shall be subject to the exclusive jurisdiction of the Court of Naples, Italy.

I declare that I have read, understood, and fully accepted all the terms and conditions set out in this Form.

Place and Date: _____

Artist's Signature: _____

Signature of the person exercising parental responsibility *(only if the artist is a minor):*
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