

freshly minted:

Modern Sensibilities Art Challenge

Submission Deadline: Monday, April 16, 2012 at 10am PDT

Art is expression: not only for the artist, but also for the collector. The art you choose to hang in your home says so much about your style and personality. That's why we're asking you, the Minted Community, to create art that will allow our design-savvy customers to express their modern tastes. Think timeless artwork that will live a lifetime in chic living rooms, urban lofts, and sophisticated settings. These prints should appeal to both men and women. Keep in mind that we are not looking for children's or personalizable art.

PRIZES: INDIVIDUAL DESIGNS

The top-rated designs, as voted by the community, will receive the following prizes:

- **FIRST PRIZE: \$1000** ■ **SECOND PRIZE: \$750** ■ **THIRD PRIZE: \$500**
- **FOURTH-THIRTIETH PRIZES: \$200**

SPECIAL PRIZES:

We will award **\$300** special prizes to these individual designs, decided by Minted's editorial team:

- **Urban Chic Award** for the art print suited to a modern, urban home
- **Avant-Garde Award** for the best edgy or boundary pushing print
- **I Left My Heart in _____ Award** for the best art print representing cities around the world (New York, Chicago, San Francisco, Los Angeles, London, Barcelona) that would appeal to locals with city pride and to vacationers wanting to commemorate a special trip
- **Flora and Fauna Award** for the best art print representing nature or natural settings (think landscapes, water, animals, trees, etc.)
- **Art of Photography Award** for the best photographic art print
- **Colorful Award** for the best art bold, bright, colorful art print
- **Yours and Mine Award** for the best art print that would appeal to both men and women
- **Man About Town Award** for the best art print designed for a sharp, modern guy who embraces art and isn't afraid of a little color

EDITOR'S PICKS AWARDS:

Minted will select additional designs for sale as Editor's Picks, with those designers receiving **\$200** prizes. All top placeholders, Editor's Picks, and award recipients will earn a commission of 8% of net sales of the products sold, in addition to the cash prizes.

PLEASE NOTE: Based on recent consumer focus groups, we have made the decision to sell non-personalizable art on Minted as limited edition prints. Selling your art as limited edition will increase the value and demand for your art prints.

Creative Notes:

- We are looking for non-personalizable art prints only.
- Your art print design will be sold in a variety of sizes at Minted.com, ranging from 5" x 7" to 44" x 60".
- Art will be printed on uncoated, archival fine art paper.
- For best results we recommend creating vector images. This will allow the artwork to scale up to any size without losing any of the image quality.
- If your final artwork will be non-vector based, please be sure to scan it in or create it at a high, for-print resolution. Your DPI should be set to 300 and the final output size at 24" x 36" if rectangular or 30" x 30" if square. This will allow us to print your art work in any size from 5" x 7" to 44" x 60". The color settings for your scanned image and your final art file should be set to RGB.
- Winners will be asked to submit 2 alternate colorways for their art print.
- **DIMENSIONS:** You can provide dimensions in either rectangular proportions or square proportions. Both landscape and portrait orientations are acceptable. Please allow for a .1" bleed.

Other things to consider:

- In submitting multiple designs, do not submit the same design in multiple colorways (or slight variations of the same design).
- Choose unique names for your designs. Be creative, knowing we may get dozens of entries called 'Modern' or 'Simple Flourish'. Do not submit multiple designs with the same name. Also, do not include the phrase 'Art Print' in your title. This will be added automatically.
- Please use only alpha-numeric characters in the design names (e.g., no commas, semi-colons, dollar signs, etc.). Be aware that adding spaces or other characters amidst the letters may, in the future, make a search for your design difficult.

What Happens Next?

- After you submit your design, you are able to **edit your design** as many times as you want before the launch of voting. Simply login to your Design Studio, click on "Manage Your Collection," and click "edit" underneath the design you want to edit.
- Voting launches shortly after the close of submission so make your edits quickly! A few weeks after the close of voting, the winners of the challenge will be announced, and the winners will be contacted by email with directions on how to submit their art files and collect their prizes.

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All submissions must be received by 10 am PDT, 4/16/12.

1 Create your designs

You will be designing **art prints** (dimensions: 24" by 36" or 30" x 30"). Both landscape and portrait orientations are fine. You may submit multiple designs, however, you cannot submit the same design in multiple colorways. We have provided templates in the submission kit.

- Final artwork **must** be in RGB mode. At this time we are unable to print spot colors, metallic or other specialty inks.
- If your design is selected, final artwork will be required in **Adobe® InDesign® or Illustrator®** format only. Designs will need to be in **RGB**, and bitmap elements at a minimum 300 dpi at size. All textual typesetting must be editable in Illustrator or InDesign, however, any font that is used as a graphic element (i.e. dingbats, motifs, flowers, etc.) must be converted to outlines. We no longer accept Photoshop® files in final artwork. **Please include all linked files.** Bitmap elements should be in TIFF format (NO JPEGs).

2 Create low-res Submission Images from your Illustrator® or InDesign® file

We no longer require you to use Photoshop® templates to create images for submission. Saving and uploading a JPEG or GIF of your design at the correct size is all we need. That's right! No more drop shadows. Our new pages will have the shadows built in. Please see the **'How To'** side bar at right for instructions. 



3 Read and accept the Terms and Conditions

As part of the Entry Form, you will be asked to thoroughly read and agree to the Minted Terms and Conditions for Design Submissions. **NOTE: Terms and Conditions are updated each challenge**, and there is important information that you should know about. The Minted Terms and Conditions are included with this document.

4 Fill out Online Entry Form and submit designs

Submit your design at www.minted.com/submit-design/. You may be asked to log in or create an account. Please fill in the form completely, and upload your Submission Image. **PLEASE CHOOSE A UNIQUE NAME for your design, using only alpha-numeric characters (e.g., no commas, semi-colons, dollar signs, etc.).**

How to prepare your submissions for the Web:

- The Submission Image of your design must be no larger than 550 x 550 pixels, under 150kb, and in JPEG or GIF format. Files that are too large will not be accepted. JPEGs must be in RGB color mode.

Designs Created in Illustrator

- You can save your design as a JPEG or GIF directly from Illustrator. From the File Menu in Illustrator, select 'Save for Web & Devices...'
- We recommend selecting the Preset 'JPEG High.' Quality 60 is usually fine, but it can be optimized as you see fit to get the best file size/quality ratio.
- Just below the presets menu, click on the 'Image Size' tab. Make sure the 'Constrain Proportions' box is checked.
- Set the larger side of your design to 550 pixels and click on the 'Apply' button, then save.
- If you are having trouble saving a jpeg directly from Illustrator, save your design as a pdf then open in Photoshop, following the alternate instructions below.

Designs Created in InDesign

- From the File Menu in InDesign, select 'Export' to export your file as a JPEG. Below the 'File name:' box you will see the 'Save as type:' drop down menu where you will select JPEG.
- Once you click on the 'Save' button an export JPEG menu will pop up. Select a resolution of '72' from the drop down menu.
- Once you've saved your image from InDesign, open the file in Photoshop to Save for Web. From the File Menu in Photoshop, select 'Save for Web & Devices...'
- We recommend selecting the Preset 'JPEG High.' Quality 60 is usually fine, but it can be optimized as you see fit to get the best file size/quality ratio.
- Set the larger side of your design to 550 pixels, then save.

A Few Frequently Asked Questions.

See the the full FAQ at: <http://www.minted.com/designer-faq>

Who should I contact if I am experiencing technical difficulties submitting a design?

With technical difficulties or any other issue or question you may have — although please read through the above FAQ first — please email us at designers@minted.com and someone will get back to you. We check this email regularly during the week, as well as the weekend before a submission deadline.

Am I allowed to use iStockphoto images?

The short answer is no. iStockphoto's license agreement prohibits any of their designs to be reproduced for consumption, which is exactly what Minted does. The specifically relevant clause is: "For example, you cannot superficially modify the Content, print it on a t-shirt, mug, poster, template or other item,

and sell it to others for consumption, reproduction or re-sale." Even if you purchase the design under an extended license provision, we would still have to re-purchase it in order to be the owner and distributor of the design. Unfortunately, Minted can't afford to do this and still be able to take care of you, our wonderful designers. And, furthermore the whole point of Minted is to gather the very best original designs!

Can I use clip art in my designs?

Royalty-free clip art is permitted, but only as long as the source licenses the art for reproduction in items for sale. Many clip art books only allow for reproduction for 'personal use only'. Anything that you have to purchase online is not permitted. The reason for this is that Minted would then have to re-purchase that design if your entry was selected, likely at a much higher premium because of the scale of our reproduction.

Fonts

Minted licenses all the fonts that we use for print and online. While we are continually adding new fonts, we ask that you keep your fonts to those on the list included in this submission kit. Fonts used in winning submissions that are not on that list will be substituted. 'Free fonts' that are licensed for commercial use for no charge that are not on this list may also be used. If you have any questions about fonts or potential substitutions, drop us a note at designers@minted.com and our resident font expert will happily help you out.

Minted, LLC Terms and Conditions for Design Submissions

Minted, LLC ("Minted," "we," "our," or "us") appreciates your participation in our "Modern Sensibilities Art Challenge" contest ("Contest") via your submission of a design (hereinafter the "Design"). By submitting the Design to Minted, you agree to the following terms and conditions ("Terms and Conditions"):

You promise that each and every Design you submit to Minted (a) is your own original work, (b) has not been previously published, distributed, or reproduced anywhere by any means in any medium (including in any books or magazines or on any websites) other than in a single original work if the Design was first produced in a tangible medium (e.g., watercolor or other painting or photographic negative), (c) does not contain any trademarks, logos, or copyrighted material other than that which has been provided to you by Minted or that you solely own, and (d) does not contain any content subject to any right of publicity or privacy or any intellectual property belonging to any third party. You acknowledge that you will not use any content provided to you by Minted for any purpose other than to submit Designs incorporating such content to Minted in connection with this Contest.

You acknowledge that Minted may decline to select a Design for voting on Minted.com (our "Site") or as the winner of a cash award as part of the Contest (a "Prize") for any reason in its sole discretion.

If the Design is selected to be displayed by Minted for voting on our Site, then you grant us the right to upload, modify, reproduce, create derivative works of, and display the Design for the purposes of promoting Minted and this Contest on our Site and otherwise throughout the world, in Minted's sole discretion, both during and after the Trial Period (as defined below).

You hereby license us the use of your name and identifying information and image ("Designer Name") for purposes of promoting the Design both during and after the Trial Period.

If your Design is selected for a Prize by Minted, effective upon such selection, you hereby immediately and irrevocably assign to Minted the entire right, title, and interest in and to the copyright and all other intellectual property, “moral,” and other rights in your Design, including, if applicable, any original work (e.g., painting, photograph, or other work of art) on which the Design was based (collectively, the “**Work**”), including the right to sue for past infringement and the right to license the Work to third parties. For clarity, the assignment of your right, title, and interest relating to the Work does not take effect until and unless the Design is selected for a Prize by Minted.

Whether or not we select the Design for a Prize, you may not offer for sale, sell, or submit the Design to others or otherwise publish, distribute, or reproduce the Design or allow others to do so for any purpose until the date that is 90 days after the Contest’s submission deadline (the “**Trial Period**”). After the expiration of the Trial Period, if Minted has not notified you that it has selected the Design for a Prize, then you will be free to use the Design for any purpose. If the Design is selected for a Prize, (a) you may not reproduce, sell, or otherwise use or distribute the Design (or derivatives of the Design) in any manner whatsoever or allow others to do so, including making copies of the Design in any form for your personal use or as gifts to friends or other third parties, and (b) if the Design was created from a tangible single original work (e.g., a painting), Minted grants you the right to display the original work and transfer it to someone else, but you, and anyone who obtains the original work from you, cannot reproduce or authorize others to reproduce the original in any medium or create derivative works of the original work.

Nothing in these Terms and Conditions obligates Minted to promote or sell the Design, even if the Design is selected for a Prize. Without limiting the foregoing, if the Design is selected for a Prize, Minted may, among other things, use the Design and your Designer Name in any manner, including but not limited to: (a) reproducing the Design and your Designer Name on products, (b) selling products (including but not limited to art prints, greeting cards, invitations, and stationery) bearing the Design and which may include or be associated with your Designer Name (subject to Minted’s obligation to pay you the Sales Commission as defined and described below), (c) changing or reworking the Design by making color or size changes, (d) making derivative works of the Design, (e) using the Design and your Designer Name on our Site and otherwise to promote Minted, and (f) registering the Work with the U.S. Copyright Office or any other copyright office in Minted’s or Minted’s designee’s name. You agree to provide Minted with any information as may be required in order to register the copyright in the Design if Minted so requests, at no additional cost to Minted.

During the Trial Period, we may display the Design in connection with use on products offered for sale to assess consumer interest, even if we have not yet selected your Design for a Prize. If a customer orders a product incorporating the Design, the Design will be deemed selected for a Prize and you will be compensated as if the Design were an Editor’s Pick.

If the Design is selected for a Prize, then we shall pay you a lump sum

cash amount and a Sales Commission, as follows:

PRIZES:

As voted by the community:

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- THIRD PRIZE: \$500
- FOURTH - THIRTIETH PRIZES: \$200

SPECIAL PRIZES:

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All amounts are in U.S. dollars.

In addition, we will be awarding \$200 to a healthy number of Editor’s Picks as part of this Contest. Products based on the top 30 designs (as voted by the community), Editor’s Picks, and award winners will be made available for sale on our Site, with those designers receiving 8% of net sales of the products sold (as further described below), in addition to the applicable cash Prize.

SALES COMMISSION: Designer will be paid an 8% commission on Net Sales of any Minted products sold by Minted that wholly incorporate the Design (the “**Sales Commission**”). “**Net Sales**” is defined as the retail price received by Minted from its customer, i.e., the price charged after any promotional discounts, shipping, and taxes, excluding chargebacks and returned and/or defective products. Minted may offer any products incorporating the Design at any price, for any amount of time in any market, in Minted’s sole discretion. Sales Commissions shall

be paid to you within 90 days from the end of each calendar quarter in which they were earned. Calculation of Sales Commissions shall be in Minted's reasonable discretion and shall not be subject to audit or other verification by you. If Minted believes that you have breached any provision of these Terms and Conditions, then Minted may cancel or suspend any payments of Sales Commissions to you without prejudice to any other rights Minted may have against you.

You alone shall be responsible for the payment of any tax that arises as a result of receiving payment from Minted, as we will not withhold any taxes from the Prize or Sales Commissions paid to you.

If your Design is selected for a Prize, the cash Prize will be sent to you within 90 days after Minted receives (a) high-resolution artwork of the Design and for two additional colorways, including a matching backer and Skinny Wrap Address label, selected for sale, deemed suitable for print, and (b) a signed version of any documents reasonably requested by Minted that confirm the terms set forth in these Terms and Conditions, including the assignment of the intellectual property rights in the Design from you to Minted. If the high-resolution artwork is not deemed suitable for print, as determined by Minted in its sole discretion, then Minted will notify you of the reason(s) for its determination by email. If, after providing you with written notice to produce high-resolution artwork, Minted does not receive high-resolution artwork for the Design selected for sale within 14 days, then Minted reserves the right to withdraw your Prize and refuse you payment for use of the Design.

You may also be required to submit an Inspiration Board if your Design is selected for a Prize. "**Inspiration Board**" means an A7 portrait-sized design containing photos or images that relate to and led to the creation of the Design. You must provide credits for all photos and images used, including the name of and link to the source. Inspiration Boards shall be considered "**Materials**" (as further defined below) and are required for all Designs selected for a Prize, regardless of the category.

You may not submit any materials, including, without limitation, photographs or other images, text, graphics, videos, visuals, sounds, data, files, links, or other materials including the Design ("**Materials**") that could infringe any rights of privacy or publicity, copyrights, or other intellectual property rights, unless you have the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) who are shown or who have rights in or to the materials. Furthermore, you may not submit any Materials that may give rise to any civil or criminal liability under applicable law or expose Minted or its legal affiliates or partners to the threat of the same. We reserve the right to delete, move, or edit images, or suspend viewing or printing of any Materials if, in our sole discretion, we deem any submission abusive, defamatory, or in violation of laws or rights of privacy or publicity, copyrights, or other intellectual property rights or otherwise inappropriate or potentially to lead to civil or criminal liability. In the event that you

post, submit, or upload non-Design Materials ("**NDM**"), such submission will not change the ownership status of those NDM, and you hereby grant us and our designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, fully paid-up, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, and publicly display and perform (publicly or otherwise) such NDM. Please note that, while you may retain ownership of your NDM, any design, template, or layout in which you arrange or organize such NDM through tools and features made available through Minted is not proprietary to you, and can be used by Minted and others for any purposes. You acknowledge and agree that you have no rights in any such design, template, and/or layout, and such template or layout is the sole and exclusive property of Minted or its licensors.

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Please note that our community members may report Materials that they believe to be inappropriate. Minted has the right, but not the obligation, to remove Materials in response to user reports or requests. Minted is not responsible for, and will have no liability for, the removal or non-removal of any Materials.

You agree not to use our Site to promote any products or services of any company that operates in competition with Minted.

GENERAL: Submission of the Design and checking the box acknowledging that you have read and agree to these Terms and Conditions constitutes your acceptance of these Terms and Conditions and creates a binding contract under California law. You may not assign or otherwise transfer any right or obligation herein without the prior written consent of Minted, which may be withheld in Minted's sole discretion. Any dispute between you and Minted shall be decided under California law, via binding arbitration in accordance with applicable rules of the American Arbitration Association. Any such arbitration demand shall be filed in San Francisco, California within one year of the date that any claim may arise.