



Welcome to the “Art of Medicine” competition (the “Arkana Art Competition 2022”) conducted and undertaken by Nephropath D.B.A. Arkana Laboratories (Promoter). These rules are the official rules of the competition (“rules”). These rules (together with any official competition communications) will govern and apply to the competition. Please take a moment to review these rules. By your participation, you agree that these rules will govern all aspects of your relationship with the competition and Arkana Laboratories. These rules can only be modified (or superseded) by Arkana Laboratories (in its reasonable discretion) in a written revision to these rules posted on the competition website or (at Arkana Laboratories’ sole discretion) any other potential official competition communication methods reasonably calculated to reach a majority of potential participants.

Participation:

The competition is conducted by Arkana Laboratories. No person who is a director, employee, sponsor, or agent of or consultant to Arkana Laboratories is eligible to participate or enter this competition. This competition is only open to legal residents of the United States of America.

Categories:

There are three categories the participant can submit their artwork. The three categories are diagnostic images, paintings and illustrations, and mixed mediums. The first category, diagnostic image, must be a diagnostic image of a renal entity. The second category, paintings and illustrations, may be any painting medium or digital media pertaining to medical renal artwork. The third category, mixed mediums, may be any medium related to kidneys or renal pathology. Materials used to create mixed media art may include, but are not limited to, cloth, paper, wood and other materials. Assemblages, collages, and sculpture are common examples. No cancerous renal material, oncopathology, or oncology, will be considered, including malignant tumors or diseases.

Entries:

The competition will be announced on 1 September 2022 but will not be open for submission. The competition runs from 10 October 2022 to 13 November 2022. No late entries will be accepted. To enter the competition participants need to submit their entry through a provided form on social media or on Arkana Laboratories’ website. All applicants must submit their name, email address, a photo of their art, and select which category they will be entering (diagnostic image, paintings/illustrations, or other mediums) along with a description of their photo (what diagnostic disease is shown, what medium is being used, etc.).

The winner will be chosen by a committee of Arkana physicians. There will be no specific criteria for determining a winner in each category. Judges will base their top selections on their own criteria. No responsibility will be accepted for entries lost, delayed, or damaged in transmission. Entries reflected on Arkana Laboratories’ records will be treated as the only validation source and will be the only evidence of successful entries. Multiple entries are allowed.

If Arkana Laboratories shares any submission through a social media platform before the competition ends, the artwork is not considered the final winner. Arkana Laboratories reserves the right to share content from the contest before it ends to promote the competition. Any artwork shared does not determine a winner nor does it suggest the art piece will be considered as a winner by the judges.

ALL ENTRIES MUST BE ORIGINAL WORKS OF THE PARTICIPANT/SUBMITTING PARTY, AND BY ENTERING THE COMPETITION, PARTICIPANTS EXPRESSLY ACKNOWLEDGE THAT THEIR SUBMISSION DOES NOT INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Closing Dates:

Entries must be received by Arkana Laboratories no later than 11:59 PM on Sunday, 13 November 2022.

Prize:

The prize for the winner of each of the three categories is the promotion of artwork on the Renal Pathology Society Redbubble store.

Artwork will be placed on the site and all monetary sales will remain with the Renal Pathology Society. Other prizes for the winner of each category include a book, Arkana swag, a monetary gift card, and a plaque recognizing the winner of the category.

The prize is not exchangeable or transferable. In the event of the Promoter not being able to contact any of the finalists the Promoter reserves the right to choose another winner of the committee's choosing. Arkana Laboratories reserves the right to substitute a prize of equal or greater value if the original prize is unavailable. The prize may be subject to additional terms and conditions that the prize winner must comply with.

Use of Work:

Competition participants grant permission for the use of their names and photographs, artwork, or other mediums in any advertising and promotional material for this competition. By submitting photographs, artwork, or any other mediums or materials, a participant agrees that the submission may be used by Arkana Laboratories and the Renal Pathology Society for marketing and promotional purposes, including but not limited to (i) judging the competition; (ii) posting on social media platforms and/or websites of Arkana, the Renal Pathology Society and/or partners of either entity; (iii) displaying the entries in a public exhibition, book, magazine, newsletter or other periodicals; (iv) publishing the entry on promotional materials; (v) editing the submission to fit promotional materials' formats; and (vi) any materials promoting the competition or any exhibition of work from this competition. Participants expressly acknowledge that the winner of the competition's work will be placed on the Renal Pathology Society Redbubble store for sale, and the Renal Pathology Society has the right and authority to display, market, and sell the work, with all proceeds to be paid to the Renal Pathology Society.

PARTICIPANTS EXPRESSLY AGREE TO GRANT ARKANA LABORATORIES AND THE RENAL PATHOLOGY SOCIETY A PERPETUAL, FULLY PAID-UP, NON-EXCLUSIVE, AND ROYALTY-FREE RIGHT AND LICENSE TO USE THE ART SUBMITTED AS DESCRIBED HEREIN.

Prize Winner Selection:

The winner of each category will be selected by a committee of Arkana physicians. The prize winners will be notified by e-mail and the prize winners' names will be announced on social media with the winners' acceptance of the prize. Arkana Laboratories reserves the right to alter or cancel the competition at its discretion, without recourse.

Limitation of Liability:

By entering you agree to release and hold harmless Arkana Laboratories and its subsidiaries from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or Arkana Laboratories; (v) electronic or human error which may occur in the administration of Arkana Laboratories or the processing of entries.

General Rules:

If a participant contravenes these rules, the participant may, at Arkana Laboratories' discretion, be disqualified from the competition. The judge's decision is final and no correspondence will be entered into. Income taxes relating to the prizes, if any, are the sole responsibility of the prize winners. The laws of the United States of America govern this competition. Arkana Laboratories reserves the right to cancel or alter any aspect of the competition at any time at its sole discretion without liability. Participants in the competition understand and agree that to offer the competition; Arkana Laboratories must collect and use personal information about participants. This competition is conducted under the terms of applicable privacy statements.

Terms:

Arkana Laboratories reserves the right, in its sole discretion to cancel, terminate, modify or suspend the competition should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such a case, Arkana Laboratories may select the recipients from all eligible entries received before and/or after (if appropriate) the action taken by Arkana Laboratories. Arkana Laboratories reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions.

Arkana Laboratories has the right, in its sole discretion, to maintain the integrity of the competition, and to void entries for any reason, including, but not limited to; the use of bots, macros or scripts, or other technical means for entering.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the competition may be a violation of criminal and civil laws and should such an attempt be made, Arkana Laboratories reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the competition you agree to receive any potential email newsletter relating to the competition or future art competitions from Arkana Laboratories. You can opt out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

These terms and conditions are subject to change according to Arkana Laboratories' discretion.

Privacy Policy:

Information submitted with an entry is subject to the Privacy Policy stated on Arkana Laboratories' website. To read the Privacy Policy, [click here](#).

Disputes:

As a condition of participating in this competition, the participant agrees that any disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this competition, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will the participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this competition), and participant further waives all rights to have damages multiplied or increased.