PROSPECTUS

FOR APPLICANTS SEEKING TO PARTICIPATE IN INTERNATIONAL ART EXHIBITS

Artists know the hard work entailed in getting their art pieces accepted and exhibited in galleries, let alone museums. We offer the opportunity to compete for space, in an affordable way, to get your name and artwork seen on a regular basis in the European market and build your resume as an international artist. We do this not in a 'virtual' way, but in a brick and mortar, real way in galleries, museums, and prominent historic sites visited by thousands of international collectors.

This Prospectus sets forth the terms and conditions under which International Initiatives Invitational Art Worldwide ("IN3") grants persons conditional access to certain secured pages of IN3's web site at no cost (herein referred to as "Site Members") and allows Site Members to submit applications to participate in international art exhibits offered by IN3 (herein referred to as "Applicants" prior to receiving their invitation to participate from IN3 or "Exhibitors" after receiving their invitation to participate from IN3).

- 1. *Only Site Members are Eligible to Apply.* Applications to participate in exhibits are hosted in an area of the IN3 web site reserved for Site Members, who are selected by IN3 in its sole discretion as <u>participation in the exhibits offered by IN3 is based on applicants obtaining an invitation from IN3 to participate. (1)</u>
- 2. Access to Applications. Once granted Site Member status, a person may select an exhibit to which he/she would like to complete an application and pay the associated application fee due online in order to access the Art Submission page of the IN3 web site. The Art Submission form allows the Site Member to upload up to three (3) high quality digital images of his/her two dimensional (2D) artwork by the deadline specified online for the selected exhibit. Once a Site Member pays their application fee(s) and uploads their submission properly he/she becomes an Applicant. Please only submit images of work you have available to be shipped right away.
- 3. **Fees.** Application fee: US\$35 for up to three (3) entries shall be paid online in connection with the application. Upon acceptance, a participation fee set forth in the application for that specific exhibit shall be due and paid online within the secured member area online.

4. Payment Methods.

- a. The integrated payment menu accessible from IN3's web site is hosted by PayPal which routes payments from your bank or credit card accounts. PayPal Credit is another available payment option that offers financing for payments of \$99+ at a 0% interest rate for 6 months to those applicants it deems to be financially qualified.
- b. Site Members who are in countries where PayPal does not operate may

PROSPECTUS

complete their payment via Western Union. Applicant physically submits the appropriate application fee to their local Western Union location and notes IN3 ART WORLDWIDE as payee and designates DALLAS, TEXAS, USA as the transfer destination. Once processed, Western Union should provide you a ten digit MTC code for tracking the payment. Email the MTC code to info@in3artworldwide along with your full name in order for the funds to be picked up. Upon receipt of funds, IN3 shall provide a link to the art submission form for Site Member to complete their application.

- 5. Format of Digital Images. IN3 only accepts digital images in ".jpg" format at 300 dpi and no longer than 1,000 pixels on its longest side. The file names of all digital files submitted MUST be exactly as follows: first name, last name, title medium, size (H"xW"), price. Originals should be marked exactly the same way. Please send your images with the best resolution possible. The acceptance decision will be based solely on the digital images submitted.
- 6. Apply Early as These are Highly Exclusive Events. Available exhibit space is generally very limited. As such, artists have historically applied as early as possible prior to the application deadline to maximize the chances of their art being accepted for the exhibit. However, generally no more than one piece is selected from each applicant. Work must be available to be shipped via your favorite shipping company right away.
- 7. Acceptance Notices. Acceptance notices are sent to Applicants online. Exhibit participants must fund 100% of the participation fee for the exhibit into which their work was accepted within two (2) business days of acceptance in order for their work to be included in such exhibit. PayPal Credit is an available payment option in our integrated payment menu that offers financing for payments of \$99+ at a 0% interest rate for 6 months to those applicants it deems to be financially qualified. This makes it even easier to fit participation fees into your budget.
- 8. **Shipping Guidelines.** Exhibitors must ship their work to our hub using FedEx (or their favorite shipping company) under the category of "PRINTED MATERIAL MATERIAL IMPRESO SAMPLE." Artists find that they reduce their costs by shipping their original art work unframed with a declared value of no more than US\$100 to avoid import taxes. For those shipping their original art work unframed within three (3) business days of receipt of their acceptance notice, they will be eligible to order simple black frames for art up to 20"Hx16"W for US\$40.00. Larger sizes require special arrangements at a higher cost. Size MUST NOT exceed 40"Hx30"W. Exhibitors shall arrange with their favorite shipping company for their artwork to be picked up at our hub back for shipping back to their country of origin within 10 days of the end of the exhibit in which it was accepted. Artwork that Exhibitors do not ship back to their country of origin within 30 days shall become the property of IN3.

PROSPECTUS

- 9. Sales of Original Art. All Exhibitors are invited to the opening reception. Dates and details shall be posted on the web site. For Exhibitors electing to not attend, please be advised that although the art exhibited will be offered for sale, art collectors must contact Exhibitors directly to make purchase arrangements. IN3 charges no sales commissions on the sale of Exhibitors' artwork.
- 10. Cancellation Policy. Exhibitor may cancel participation in an exhibit at any time in his/her sole discretion. IN3 may cancel any and all Exhibitors' participation in an exhibit any time in its sole discretion.
- 11. Policy on Refunds and Credits. If Exhibitor cancels his/her participation in an exhibit, there shall be no refund of his/her application fees or participation fees under any circumstances. If IN3 cancels an Exhibitor's participation in an exhibit for failure to meet the terms and conditions set forth in this Prospectus, there shall be no refund of his/her application fees or participation fees under any circumstances. If IN3 cancels the participation of all Applicants in an exhibit or an exhibit does not take place, then Exhibitors shall have the right to participate in the future exhibit that IN3 designates in its sole discretion to substitute the event that was canceled without paying another application fee or participation fee.
- 12. Insurance and Disclaimer of Liability. Insuring your artwork is recommended, but not required. Applying for and participating in IN3 exhibits constitutes your agreement to release IN3, all individuals affiliated with IN3, and all exhibit venues including, but not limited to, galleries, museums, master artist studios, castles, any financial sponsors, organizers, and supporting organizations from ANY AND ALL liability for loss or damage to your original art work submitted to IN3. IN3 reserves the right to remove ANY work that is deemed objectionable for ANY reason and IN3's decisions are final without recourse of any kind.
- 13. **Binding Effect.** By applying and/or participating in an exhibit offered by IN3, Exhibitor agrees to abide by the terms and conditions of this Prospectus.
- 14. Catalogues of Fine Art Prints. IN3 recommends that artists apply to include their artwork to in a catalogue of fine art prints to further expose their work to art collectors in subsequent exhibits.
- 15. Communications. By becoming a Site Member you agree to receive periodic correspondence from IN3 to the email you provided in your Site Member Application Form. If you wish to stop receiving any communications from IN3, simply request that we remove you from the list of Site Members. Such requests shall be processed by IN3 within thirty (30) days.

NOTE (1) Becoming a Site Member solely grants the conditional ability to access certain secured pages of the IN3 web site. As a condition of being granted Site

PROSPECTUS

Member status, persons logging into IN3's web site thereby agree that any transactions or acknowledgments performed on the IN3 web site using his/her login credentials are binding upon Site Member and shall be subject to the terms and conditions in this Prospectus. Failure to comply with this Prospectus shall constitute a default which may result in IN3 revoking that person's Site Member status without notice or recourse in IN3's sole discretion. Site Members have no business relationship with IN3 and no rights to goods or services from IN3 unless and until they complete an application to be selected to participate in a given event, their work is accepted, and they have paid all applicable fees timely. For the avoidance of any doubt, Site Members have no authority, voting, or veto rights or any involvement with respect to managing or directing the business affairs of IN3.

FOR APPLICANTS SEEKING TO PARTICIPATE IN CATALOGUES OF FINE ART PRINTS

IN3 seeks the absolute best work of visual artists for inclusion in catalogues of limited edition fine art prints. Each unique catalogue we produce will be presented in person by our curator at exhibit venues on our itinerary. Images will be carried in the book during the six exhibits following the month in which the images are selected for inclusion. The catalogues of fine art prints provide another avenue for artists to expose collectors to their work.

This Prospectus sets forth the terms and conditions under which International Initiatives Invitational Art Worldwide ("IN3") grants persons conditional access to certain secured pages of IN3's web site at no cost (herein referred to as "Site Members") and allows Site Members to submit applications to participate in catalogues of fine art prints developed by IN3 (herein referred to as "Applicants" prior to receiving their invitation to participate from IN3 or "Exhibitors" after receiving their invitation to participate from IN3).

- 1. *Only Site Members are Eligible to Apply.* Applications to participate in catalogues of fine art prints are hosted in an area of the IN3 web site reserved for Site Members, who are selected by IN3 in its sole discretion as <u>participation in the catalogues of fine art prints developed by IN3 is based on applicants obtaining an invitation from IN3 to participate</u>.
- 2. Access to Applications. Once granted Site Member status, a person may select a catalogue of fine art prints to which he/she would like to complete an application and pay the associated application fee due online in order to obtain a password to access the secure upload page of the IN3 web site for the particular catalogue for which Applicant is applying. Once a Site Member completes pays their application fee(s) and uploads their submission properly he/she becomes an Applicant.
- 3. **Fees.** Application fee: US\$35 for up to three (3) entries shall be paid online in connection with the application. Upon acceptance, a participation fee set forth in the application for a specific catalogue of fine art prints shall be due and paid online within the secured member area online.

4. Payment Methods.

a. The integrated payment menu accessible from IN3's web site is hosted by PayPal which routes payments from your bank or credit card accounts. PayPal Credit is another available payment option that offers financing for payments of

PROSPECTUS

- \$99+ at a 0% interest rate for 6 months to those applicants it deems to be financially qualified.
- b. Site Members who are in countries where PayPal does not operate may complete their payment via Western Union. Applicant physically submits the appropriate application fee to their local Western Union location and notes IN3 ART WORLDWIDE as payee and designates DALLAS, TEXAS, USA as the transfer destination. Once processed, Western Union should provide you a ten digit MTC code for tracking the payment. Email the MTC code to info@in3artworldwide along with your full name in order for the funds to be picked up. Upon receipt of funds, IN3 shall provide a link to the art submission form for Site Member to complete their application.
- 5. **Submit Digital Images of Work Online.** Once an Applicant receives login credentials to the secure member area of the IN3 web site, he/she may submit up to three (3) high quality digital images of his/her two dimensional (2D) artwork by the deadline specified online.
- 6. Format of Digital Images. IN3 only accepts digital images in ".jpg" format at 300 dpi and no longer than 1,000 pixels on its longest side. The file names of all digital files submitted MUST be exactly as follows: first name, last name, title medium, size of original work (H"xW"), and US\$ price of your work. All originals shipped should be marked exactly the same way. Please send your images with the best resolution possible. The acceptance decision will be based solely on the digital images submitted.
- 7. Apply Early as the Number of Pages is Limited. Due to weight, logistics, and display requirements each catalogue of fine art prints is limited to only forty (40) pages. As such, artists have historically applied as early as possible prior to the application deadline to maximize the chances of their art being accepted for the exhibit. However, generally no more than one piece is selected from each applicant.
- 8. Acceptance Notices. Acceptance notices are sent to Applicants online. Participants in a Catalogue of Fine Art Prints must fund 100% of the participation fee into which their work was accepted within two (2) business days of acceptance in order for their work to be included in such catalogue. PayPal Credit is an available payment option in our integrated payment menu that offers financing for payments of \$99+ at a 0% interest rate for 6 months to those applicants it deems to be financially qualified. This makes it even easier to fit participation fees into your budget.
- 9. **Sales of Fine Art Prints.** Fine art prints will be offered to art collectors for the price you specify in your application. For Exhibitors electing to not attend the exhibits in which the catalogue shall be presented, please be advised that although the prints in the book will be offered for sale, art collectors must contact Exhibitors directly to make purchase arrangements. **IN3 charges no sales commissions on the sale of Exhibitors' artwork.**

PROSPECTUS

- 10. Cancellation Policy. Exhibitor may cancel participation in an exhibit at any time in his/her sole discretion. IN3 may cancel any and all Exhibitors' participation in an exhibit any time in its sole discretion.
- 11. Policy on Refunds and Credits. If Exhibitor cancels his/her participation in an exhibit, there shall be no refund of his/her application fees or participation fees under any circumstances. If IN3 cancels an Exhibitor's participation in an exhibit for failure to meet the terms and conditions set forth in this Prospectus, there shall be no refund of his/her application fees or participation fees under any circumstances. If IN3 cancels the participation of all Applicants in a catalogue of fine art prints does not occur because it is discontinued, then Exhibitors shall have the right to participate in a future catalogue of fine art prints that IN3 designates in its sole discretion to substitute participation in the catalogue that was discontinued without paying another application fee or participation fee.
- 12. Insurance and Disclaimer of Liability. Insuring your artwork is recommended, but not required. Applying for and participating in IN3 exhibits constitutes your agreement to release IN3, all individuals affiliated with IN3, and all exhibit venues including, but not limited to, galleries, museums, master artist studios, castles, any financial sponsors, organizers, and supporting organizations from ANY AND ALL liability for loss or damage to your original art work submitted to IN3. IN3 reserves the right to remove ANY work that is deemed objectionable for ANY reason and IN3's decisions are final without recourse of any kind.
- 13. **Binding Effect.** By applying and/or participating in an exhibit offered by IN3, Exhibitor agrees to abide by the terms and conditions of this Prospectus.
- 14. Communications. By becoming a Site Member you agree to receive periodic correspondence from IN3 to the email you provided in your Site Member Application Form. If you wish to stop receiving any communications from IN3, simply request that we remove you from the list of Site Members. Such requests shall be processed by IN3 within thirty (30) days.

NOTE (1) Becoming a Site Member solely grants the conditional ability to access certain secured pages of the IN3 web site. As a condition of being granted Site Member status, persons logging into IN3's web site thereby agree that any transactions or acknowledgments performed on the IN3 web site using his/her login credentials are binding upon Site Member and shall be subject to the terms and conditions in this Prospectus. Failure to comply with this Prospectus shall constitute a default which may result in IN3 revoking that person's Site Member status without notice or recourse in IN3's sole discretion. Site Members have no business relationship with IN3 and no rights to goods or services from IN3 unless and until they complete an application to be selected to participate in a given event, their work is accepted, and they have paid all applicable fees timely. For the avoidance of any doubt, Site Members have no authority, voting, or veto rights or any involvement with respect to managing or directing the business affairs of IN3.

FOR APPLICANTS SEEKING TO PARTICIPATE IN ART BUSINESS INCUBATOR

1. **Application & Approval.** Applicants shall complete the form provided on IN3's web site. Approved applicants shall become Incubator Participants and have access to

PROSPECTUS

various savings plans and payment plans for funding participation fees.

- 2. Exhibit Guidelines. All exhibit guidelines in this document apply to the exhibits in which Incubator participants apply. As with all participants in IN3 exhibits, Incubator Participants must fund 100% of the participation fee for the exhibit into which their work was accepted within two (2) business days of acceptance in order for their work to be included in such exhibit. Incubator Participants who select a monthly payment program instead of funding participation fees up-front shall upon acceptance into a given exhibit be provided a PayPal link through which to fund any remaining balance necessary to completely fund the appropriate participation fee for such exhibit.
- 3. **Earning Designations.** Incubator Participants in good standing may earn the following designations after the following milestones:
 - a. Four (4) exhibits: International Arts Apprentice I designation
 - b. Eight (8) exhibits: International Arts Apprentice II designation
 - c. Twelve (12) exhibits: International Master Artist designation
- 4. Use of Designations. IN3 designations may be used on business cards, web sites, professional resumes, and/or marketing materials. These designations may only be used once duly earned as evidenced by a certificate issued by IN3 for having met the associated requirements. Use of IN3 designations in violation of this provision is grounds for removal from the Incubator without prior notice or appeal as IN3 zealously defends and preserves the value of its designations in the interest of Incubator Participants and designation holders.
- 5. Good Standing. The Incubator positions Incubator Participants to apply to at least three (3) IN3 exhibits per rolling twelve (12) month period. For Incubator Participants to remain in good standing, their work must be accepted into and successfully included in a minimum of two (2) IN3 exhibits per rolling 12 month period. Incubator Participants must also pay all fees due on a timely basis. Individuals who fail to meet any one of the preceding requirements shall be disqualified from the Incubator without prior notice or appeal and shall not be eligible to utilize any IN3 designations from that point forward.
- 6. Refunds. There shall be no refunds of any application fees, exhibit application fees, participation fees paid in connection with the Incubator. Amounts funded under the Incubator program can only be applied against exhibit participation fees. As such any unapplied amounts at the time of withdrawal or removal from the Incubator cannot be refunded. However, in the case of individuals who are in good standing the unapplied amounts can be supplemented by an additional payment to fund participation fees in any future exhibit into which they have already been accepted at the time of their withdrawal from the Incubator.

PROSPECTUS

7. Withdrawing from Incubator. Individuals who are not in good standing are disqualified from participating in the Incubator. Those who are in good standing and wish to withdraw may do so at any time by writing an email to info@in3artworldwide.com. Withdrawals shall be effective as of the last day of the month in which a withdrawal request is submitted, after which no further charges shall be due under any monthly payment program for the Incubator. Withdrawal requests shall be processed in no more than fifteen (15) days, evidenced by a written acknowledgment by IN3 and an account statement setting forth the balance due IN3, if any.

Those who withdraw from the Incubator in good standing may subsequently re-apply to participate in the Incubator and complete program at a future date.