

The Museum of Modern Art is very pleased to announce an open call for *In the Studio: Art by MoMA's Online Learning Community*, an exhibition of images of artworks created for the In the Studio: Postwar Abstract Painting course. The exhibition will be held from January 5–22, 2018 in the The Lewis B. and Dorothy Cullman Education and Research Building of The Museum of Modern Art, New York, and will feature slideshows of images of learners' artworks, as well as instructor Corey D'Augustine's In the Studio demonstration videos. *In the Studio: Art by MoMA's Online Learning Community* celebrates the creativity of MoMA's global community of online learners who are exploring the materials and techniques of postwar abstract painters through their own artworks—as well as, in some cases, interpreting them into other mediums, and updating them using digital tools.

We are thrilled to invite each learner to **submit one digital image of an artwork** that they created as part of the course. **The show will consist solely of digital images of artworks. Please do not submit tangible, physical artworks. No tangible, physical artwork will be accepted or exhibited.** The work depicted in the image can be of any medium, including painting, drawing, sculpture, and computer-generated work. You need not limit your submission to an image of an artwork you created for the final assessment or for a particular discussion forum prompt. The submission simply must be an image of a work you created for the course. Please refer to the open call submission guidelines below for more details; only submissions that adhere to these guidelines will be accepted. **Please note that the deadline for submissions is December 8, 2017.**

#### **OPEN CALL SUBMISSION RULES:**

In order to participate, you should submit the image and caption to [digital\\_learning@moma.org](mailto:digital_learning@moma.org) by **December 8, 2017**. No late submissions will be accepted.

1. Each learner is invited to submit only **one image of an artwork** for inclusion in the exhibition. Additional submissions may result in your being excluded from the exhibition. You do **not** need to obtain the course certificate to be eligible to submit an image of an artwork; open call submissions are accepted from learners who audit the course for free and learners who seek the course certificate. Submissions will be accepted from learners who are currently enrolled as well as those who have already completed the course.
2. **Submit a digital image of your artwork.** We recommend that digital image files are approximately 2000 pixels on the longest edge at 72 dpi. Please submit uncompressed files (e.g. TIF, PNG) if possible, but a JPEG file at 100% quality is also okay.
3. Artworks represented in the digital image can be in any medium, including but not limited to painting, drawing, sculpture, and computer-generated images. **No physical, tangible artworks will be accepted or exhibited. Do not mail, ship, or bring any artwork to the Museum. The Museum will not accept, retain, or return any works of art sent to it for this purpose.**
4. **Submit caption information:**

- a. Display name of learner (this can be your real name, part of your name, or a pseudonym)
- b. Your city and country (optional)
- c. Title of artwork (Untitled or no title is also fine)
- d. Medium of artwork

By submitting your work you agree to the following terms:

1. The open call and exhibition is not a competition or a contest and no judgments are being made regarding the quality of the artwork depicted in the image that you submit.
2. The Museum of Modern Art is under no obligation to display the image you submit. The Museum reserves the right to remove or not display any image submitted in its sole discretion, as well as to cancel or postpone the exhibition without notice.
3. Do not submit any image of artwork or other material that you know is false, defamatory, inaccurate, abusive, hateful, harassing, obscene, threatening, invasive of a person's privacy, infringes a person's copyrights or trademarks and/or otherwise violates any law.
4. Your submission, and any information you submit to the Museum in connection with it, will be handled by the Museum in accordance with the terms of the MoMA Privacy Policy, which you may review at <https://www.moma.org/about/about-this-site/#privacy-policy>.
5. By submitting an image of your work (the "Image"):
  - (a) You grant to MoMA, its licensees, agents and assigns (the "Licensees"), a perpetual, non-exclusive, royalty free, fully paid worldwide right and license (the "License") to reproduce, publish, display, create derivative works from or otherwise use the Image, together or without your name and the other caption information you provide, in any and all media, whether now known or only discovered later, for the Museum's program related, promotional and educational purposes. You also grant the Licensees a License to use the Image for educational, press, publicity, promotional, and website and/or mobile application materials related to the exhibition. This may include an online version of the exhibition slideshows and social media promotion of the exhibition.
  - (b) You agree to abide by and be bound by these Rules and the decisions of the Museum on all matters relating to this submission process (which are final and binding) and waive any right to claim ambiguity in the submission process or these Rules.
  - (c) You agree to release, discharge, indemnify and hold harmless the MoMA, its affiliates and subsidiaries and each of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") from and against any claims, damages or liability due to any injuries, theft, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, receipt, possession, misuse or use of the Images or participation in any submission or exhibition-related activity.
  - (d) You assume all liability for any injury or damage caused, or claimed to be caused, by participating in this submission process and exhibition.

**LIMITATIONS OF LIABILITY:**

6. The Released Parties are not responsible for any mechanical difficulties or failures connected with the submission process, or any act or omission whatsoever.
7. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the submission process, system errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences and/or from any hardware or software failures of any kind, lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed, incomplete or jumbled, scrambled, delayed or garbled or misdirected computer or telephone transmission, or system errors and failures, or faulty transmissions, or as a result of any other problems or technical malfunctions or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the submission process, including, without limitation, errors or difficulties which may occur in connection with the administration of the submission process, the processing of Images, the exhibition, the incorrect downloading/uploading of any submission-related materials, injury or damage to any person's computer related to or resulting from participating in this submission process or downloading materials from or use of the website.
8. In the event that the operation, security, or administration of the submission process is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Museum may, in its sole discretion, either: (a) suspend the acceptance of submissions to address the impairment and then resume the submission process in a manner that best conforms to the spirit of these Rules; or (b) cancel the submission process and/or the exhibition and at MoMA's sole discretion, conduct the exhibition from among the non-suspect, eligible submissions received up to the time of the impairment.
9. Except where prohibited, you agree that (1) any and all disputes, claims and causes of action arising out of or connected with the submission process shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in the State of New York, county of New York; (2) any and all claims, judgments and awards will be limited to the actual out of pocket costs of participating in the submission and in no event shall you be permitted to obtain awards for, and participant hereby waives all right to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the participant and the Museum in connection with the submission process, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether in the State of New York or any other jurisdiction) which would cause the application of the laws of any other jurisdiction other than the State of New York.  
**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY SUBMISSION-RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SUBMISSION PROCESS OR EXHIBITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE MUSEUM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**