

**10.06 - 31.08.2022**

**ART MOMENTS**  
JAKARTA  
ONLINE 3

**APPLICATION FORM**

## Important Dates

**15.03.2022**

Early Bird Application Submission Deadline

**29.03.2022**

Early Bird Application Payment Deadline

**15.04.2022**

Regular Application Submission Deadline

**29.04.2022**

Regular Application Payment Deadline

**10.05.2022**

Exhibits Data Submission Deadline Part 1

**09.06.2022**

Press Conference / Opening of AMJO3

**10.06 - 31.08.2022**

Art Moments Jakarta Online 3

**15.07.2022**

Exhibits Data Submission Period Part 2 (Max. 5 Artworks)

**22.07.2022**

Second Exhibition Layout Live

### **Offline Exhibition**

**09 - 12.06.2022**

Art:1 (TBC) (Selected Artworks)

**21 - 24.07.2022**

CAN'S Gallery (TBC) (Selected Artworks)

**28 - 31.07.2022**

ISA Art and Design (TBC) (Selected Artworks)

**31.08.2022**

Last Day of AMJO3

Above dates and times are subject to change. The final dates and times will be listed in AMJO3 Exhibitor Manual which will be sent to all exhibitors along with the acceptance letter.

## **AMJO3 Package**

### **AMJO3 – Yellow Space**

Size 90 sqm  
Dimension: 7,5 m x 12 m, Height: 4,5 m  
Accommodates up to 20 artworks

Regular USD 700 + VAT

Early Bird USD 550 + VAT

### **AMJO3 – Blue Space**

Size 180 sqm  
Dimension: 2 connecting spaces @7,5 m x 12 m, Height: 4,5 m  
Accommodates up to 40 artworks

Regular USD 1.400 + VAT

Early Bird USD 1.100 + VAT

### **AMJO3 Space Entitlements:**

- Four perimeter virtual walls (AMJO3 - Yellow Space), Height : 4,5 m  
Eight perimeter virtual walls (AMJO3 - Blue Space), Height: 4,5 m
- Display of gallery's name and/or logo
- Inclusion in AMJO3 marketing collaterals and Public Relations (Website, Instagram, Facebook, mailing list and Clamour)

### **AMJO3 Offline Exhibition Option:**

- Yellow Space: 2-meter-wide white wall in a gallery
- Blue Space: 4-meter-wide white wall in a gallery
- Artworks displayed in a gallery are based on a curated theme
- Additional fee of USD 150 + VAT for each additional meter width of wall

**APPLICATION FORM**

Gallery Name

Email

Gallery's Owner Name

Contact Number

Address

We hereby confirm our participation in AMJO3 which will be held on 10.06 - 31.08.2022

We would like to book the following AMJO3 Space :

**AMJO3 – Yellow Space (90 sqm, dimension 7,5 m x 12 m, height 4,5 m)**  
Early Bird USD 550 + VAT / Regular USD 700 + VAT

**AMJO3 – Blue Space (180 sqm, 2 connecting spaces @7,5 m x 12 m, height 4,5 m)**  
Early Bird USD 1100 + VAT / Regular USD 1400 + VAT

AMJO3 Early Bird Application deadline is on **March 15, 2022.**  
AMJO3 Regular Application deadline is on **April 15, 2022.**

Note :

Contact person name & details : Mr. / Ms. \_\_\_\_\_  
(for any correspondence, Tel. & E-mail)

The undersigned confirms to have read and understood the Terms & Conditions pertaining to the participation in the AMJO3 and accepts the Terms & Conditions as well as the rules and other information contained in the Application Form.

....., 2022

\_\_\_\_\_  
Name, Designation, and Signature

Please kindly return this application form by email to:  
**galleryrelation@artmomentsjakarta.com.**

All Applicants will be notified in writing regarding the outcome of their application. Only the confirmation of acceptance to AMJO3 signed by the Organizer, establishes a legally binding contract between the Exhibitor and the Organizer.

**10.06 - 31.08.2022**

**ART MOMENTS**  
JAKARTA  
ONLINE 3

**TERMS & CONDITIONS**

# TERMS & CONDITIONS

Art Moments Jakarta Online (hereinafter referred to as “Online Art Fair”) is an online art fair produced and managed by Art Moments Jakarta (hereinafter referred to as “Organizer”). The Online Art Fair is virtually held from June 10 until August 31, 2022

Subject to the following Terms and Conditions, any interested gallery or art dealer may apply to participate in the Online Art Fair. Only on the Organizer’s acceptance of an application is the applicant thereafter a registered exhibitor of the Online Art Fair (hereinafter referred to as “Exhibitor”), entering into a contract with the Organizer and agreeing to participate and abide by all the Organizer’s Terms & Conditions.

## **1. Application**

### **1.1. Main Exhibitor**

A gallery or art dealer wishing to participate in the Online Art Fair must submit to the Organizer an official Application Form (hereinafter referred to as “Application Form”) with complete supporting material by the stipulated deadline. The Application Form must be completed carefully and must include a legally binding signature by an authorized signatory. Incomplete or unsigned Application Forms will not be considered. Application Form is an integral part of the Terms and Conditions which are not separable. Terms and Conditions can also be viewed at [www.artmomentsjakarta.com](http://www.artmomentsjakarta.com)

By submitting Application Form, the applicant expresses his serious intention and commitment to participate in the Online Art Fair.

Once submitted, modifications to the Application Form are not permissible and will not be considered effective unless the Organizer agrees to the modifications in writing. The Application Form and supporting materials, once submitted, remain the property of the Organizer and will not be returned.

The Exhibitor has to inform the Organizer of any changes of his address, contact details, business particulars or similar data within seven (7) days of such change(s). The number of virtual exhibition spaces and the number of Exhibitors are limited. An application does not constitute an automatic right of admission to the Online Art Fair.

The Organizer will not entertain requests as a pre-condition for participation, such as the exclusion of competitors from the Online Art Fair.

# TERMS & CONDITIONS

## **1.2. Co-Exhibitor**

In this Online Art Fair the Organizer cannot accept co-exhibitor. Each exhibitor must apply for a virtual space independently.

## **2. Notification of Application Outcome and Confirmation of Admission**

The Organizer will, in writing, inform all applicants of his final decision concerning each application. In the case of successful applicants, the Organizer will state his acceptance of the Exhibitor and the art works of projects proposed and accepted (hereinafter referred as "Online Art Fair Exhibits"). In the case of unsuccessful applicants, the Organizer is not obliged to state the grounds for his decision. The Organizer will not consider appeals or requests for re-consideration made by an unsuccessful applicant or any third party after his final decision.

## **3. Acceptance of the Conditions**

When the Exhibitor signs the Application Form, Exhibitor has immediately understood and accepted all applicable Terms & Conditions, as stated in Clause 1.1.

## **4. Conditions for Admission**

### **4.1. General**

The Organizer has the sole and final discretion to decide on the admission of galleries, dealers, artists and Online Art Fair Exhibits to the Online Art Fair and, where applicable, to certain exhibition sections of the Online Art Fair. The Organizer will inform the Exhibitor in writing of his decision for which he is not obliged to give reasons.

The Organizer shall have the right to revoke and refuse admission already granted to the Online Art Fair on one or more of the following grounds:

- 1) If the Exhibitor has not fulfilled his financial obligations towards the Organizer according to the payment schedule stipulated
- 2) If it should transpire that admission as granted based on false information provided by the Exhibitor or if the Exhibitor has falsely declared meeting the/any preconditions for admission;
- 3) If the Exhibitor is no longer able to fulfill specific existent preconditions for admission;

The Organizer shall have the right to review the admission conditions and allow exceptions in justified cases



# TERMS & CONDITIONS

## **4.2. Admitted Exhibitors**

Sub-rental of a virtual space without financial compensation, or allowing third parties to use the virtual space or any part thereof, or assigning the virtual space or part thereof to third parties in any other way is strictly prohibited and will lead to the Exhibitor's immediate exclusion from the Online Art Fair. In conjunction to clause 1.2.

## **4.3. Permitted Online Art Fair Exhibits**

The primary criterion for the admission of Online Art Fair Exhibits is the quality of the proposed art works or projects for the Online Art Fair (or specific exhibition sections of the Online Art Fair, if applicable). The Online Art Fair Exhibits intended for exhibition must be listed in the supporting material accompanying the Application Form and the Organizer shall have the right to obtain detailed information on the individual Online Art Fair Exhibits the Exhibitor intends to present. Only those Online Art Fair Exhibits approved by the Organizer in writing may be exhibited. The Exhibitor is not permitted to display Online Art Fair Exhibits not approved by the Organizer at any time during the Online Art Fair.

Any later changes of the proposed Online Art Fair Exhibits before the Online Art Fair's opening must be communicated to the Organizer at least four (4) weeks before the Online Art Fair's opening. Such changes shall not be effective unless approved by the Organizer in writing. The Organizer is entitled to exclude Online Art Fair Exhibits.

## **5. Participation in the Promotion of the Exhibition**

Exhibitor is required to actively participate in the promotion of the Online Art Fair. Organizer will provide the promotional materials such as logo, poster, and newsletters that the Exhibitor can use to promote with their colleagues and database of collectors using means of social media, mailing list, and others.

## **6. Virtual Space Allocation**

Exhibitor will receive only one set of fixed benefits regardless of the number of virtual spaces Exhibitor reserve. It is not possible to accumulate fixed benefits by booking two or more virtual spaces.

## **7. Payment Conditions**

### **7.1. General**

Virtual Space prices are stated in the Application Form. The prices for any additional services are listed in the Exhibitor Manual, which will be dispatched following the Exhibitor's admission.

The Organizer reserves the right to offer special terms of payment for individual Exhibitors.

# **TERMS & CONDITIONS**

## **7.2. Payment Schedule**

All payments must be made according to the payment schedule specified in the Application Form, the invoice number and client reference information. Special payment terms for applications received at short notice may apply.

## **7.3. Rights of the Organizer in the Event of Late Payment**

If funds due to the Organizer are not received by the deadlines specified in the Application Form or as agreed otherwise, the Organizer reserves the right to cancel with immediate effect the agreement concluded, by giving ten (10) working days prior written notice, and to dispose of the allocated virtual space. In this case, the defaulting Exhibitor is liable to pay administrative costs amounting to 25% of the original total sum due to the Organizer, less any payments received, within fourteen (14) days the respective invoice's receipt.

The Organizer must receive all payments due – or a legally valid proof of payments made – before the Exhibitor receives access to his virtual space. Failure to do so will entitle the Organizer to, at its discretion, refuse the Exhibitor access to the virtual space and/or clear the Exhibitor's virtual space immediately.

## **7.4. Final Invoice**

If applicable, the Exhibitor will receive the final invoice for any additional services provided before the Online Art Fair's official opening. This final invoice is due the date as specified in the Application Form. Any objections to the final invoice must be submitted to the Organizer in writing within two (2) days of the invoice's receipt otherwise the said invoice will be considered as final.

## **8. Cancellation or Failure to Participate on the Part of the Exhibitor**

If an Exhibitor cancels participation in the Online Art Fair after receiving confirmation of participation, the Exhibitor is liable for 25% from the invoiced price of the virtual space as well as for any ancillary costs incurred by the Organizer.

If an Exhibitor cancels participation or fails to participate in the Online Art Fair after sending the Online Art Fair Exhibits data to Organizer ("withdrawal"), the Exhibitor is liable for the full price of the virtual space as well as for any ancillary costs incurred by the Organizer. No refund shall be given.

If the Organizer succeeds in re-letting said virtual space to another Exhibitor in thirty (30) days before the Online Art Fair's Opening, as defined in the Exhibitor Manual, without financial loss, the withdrawing Exhibitor must pay compensation amounting to 25% of the original virtual space costs. The remaining funds, if any, will be transferred to the exhibitor. If the withdrawal occurs thirty (30) days or less before the Online Art Fair's Opening, the withdrawing Exhibitor is liable for the full price of the virtual space and any ancillary costs incurred, regardless if whether the virtual space can be re-let, either fully or in part, to another Exhibitor. No refund shall be given.

# TERMS & CONDITIONS

The Organizer reserves the right to dispose Exhibitor virtual space that has not submitted the Online Art Fair Exhibits data 4 (four) weeks before the Online Art Fair's Opening. In this case, the Exhibitor loses his right to participate in the Online Art Fair. Such Exhibitor is, however, still liable for the full price of the virtual space and any ancillary costs incurred.

## **9. Reduction of the Confirmed Virtual Space Area**

The Organizer cannot accept reduction of the size of confirmed virtual space area or request for specific virtual space.

## **10. Information Media**

Each Exhibitor must furnish and where required enter the required data in all media platforms of the Online Art Fair, printed and/or digital (e.g. website, catalogue, online platform, etc.). The Organizer shall not be liable for any incorrect, incomplete or missing entries.

## **11. General Regulations and Deadlines**

### **11.1. Deadlines**

All-important schedules and deadlines are specified in the Exhibitor Manual. Exhibitors are required to observe the deadlines set by the Organizer and make the necessary submissions and payments as specified to avoid late fees where applicable.

Exhibitor is responsible to provide data of Online Art Fair Exhibits to Organizer. Exhibitor needs to take all reasonable precautions to ensure data of Online Art Fair Exhibits completely received by the Organizer 4 (four) weeks before the Online Art Fair's opening, for the virtual space set up.

### **11.2. Advertising Space Rights**

The Organizer reserves the right to post advertising material within the Exhibitor's virtual space area. Advertising space within the Exhibitor's virtual space is strictly set by the Organizer. Exhibitors are not allowed to submit posters or any other similar forms of advertising material to be uploaded in the virtual space area.

## **12. Acceptance of Virtual Space Condition**

The Exhibitor has the responsibility to verify the condition of the virtual space and to report any changes required immediately to the Organizer in 2 (two) working days. The changes will be done within 5 (five) working days. If the Exhibitor does not report any such changes immediately to the Organizer within the time frame as referred, the Exhibitor shall be deemed to have accepted the virtual space condition.

## **13. Authenticity and Quality of Online Art Fair Exhibits**

Exhibitors must guarantee the authenticity and legal provenance of their Online Art Fair Exhibits presented at the Online Art Fair. Online Art Fair Exhibits must not constitute an infringement of Intellectual Property Rights of third parties. Exhibitors must meet the quality standard defined by the Organizer throughout the Online Art Fair duration.

# TERMS & CONDITIONS

If the Organizer questions the authenticity and provenance of the Online Art Fair Exhibits, the Exhibitor must change the exhibit from the Exhibitor virtual space or the Exhibitor proves the authenticity and provenance of the exhibit.

Whenever a dispute occurs related to intellectual property rights or/and authenticity or/and quality of Online Art Fair Exhibits, the Organizer liberates itself from all kind of potential lawsuits at a later date, and the Exhibitor fully becomes a sole legal responsible entity for possible legal lawsuit arising from the sale of artworks at the Online Art Fair. Also, it does not rule out any possibility of a legal lawsuit to be undertaken against the Exhibitor and any third parties by The Organizer as a result of the dispute.

## **14. Online Art Fair Exhibit Displays Data Submission**

Exhibitors will submit data of Online Art Fair Exhibit Displays as stipulated in Exhibitor Manual. The exhibitor is given the opportunity to provide 2 (two) layouts to submit 4 (four) weeks before the Online Art Fair's opening. The first layout to upload at the beginning of the Online Art Fair and the second layout to upload at Week 6 (six) of the Online Art Fair.

## **15. Force Majeure**

The Organizer shall not be liable to the Exhibitor for any postponement, shortening, extension, cancellation, modification or temporary or permanent closing of the Online Art Fair of parts thereof in the event that such acts are caused by laws, regulations or other acts government or public authority, such as: a statement of region emergency due to virus pandemic, disruption of public utilities, lack of or delays in transportation, shortages of materials, utilities, or labor strikes, lockouts or other labor disputes, war (declared or not), terrorism or other armed hostilities, fires, explosions, earthquake, epidemics, typhoons, floods, tsunamis, pandemic due to virus or other natural calamities or any other circumstance beyond the reasonable control of the Organizer ("Force Majeure").

In the event of Force Majeure, payments already made will be refunded to an Exhibitor after deduction of cost and expenses incurred by the Organizer.

## **16. General Conditions**

An Exhibitor contravening the provisions of the Organizer can be excluded from the Online Art Fair by the Organizer with immediate effect and shall be liable for the full cost of the virtual and for any ancillary costs incurred.

Should translated versions of the Terms and Conditions or any other regulations give rise to differences of opinion in their interpretation, only the Bahasa Indonesia language version shall be binding.

## **17. Entire Agreement**

This Terms and Conditions, as well as the Application Form, constitute the entire understanding of the Organizer and the Exhibitor with respect to the subject matter contained herein, merging and superseding all prior understandings, whether written or oral, between the Organizer and the Exhibitor.

# TERMS & CONDITIONS

## 18. Partial Invalidity

If any term or provision in this Terms and Conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Terms and Conditions but the enforceability of the remainder of this Terms and Conditions shall not be affected.

## 19. Personal Data Consent

To administer and/or manage interests in the Online Art Fair, the Organizer, including his employees, affiliates, agents or related corporations, will need to collect, use, disclose and/or process certain personal data or personal information about the Exhibitor.

Such personal data will be collected, used, disclosed and/or processed by the Organizer for the purpose(s) of:

- (a) Processing, administering and/or managing the Exhibitor's interest in the Online Art Fair, products, services and future events, as well as future launches and promotions of the Organizer;
- (b) Contacting the Exhibitor on matters relating to the Exhibitor's interests in the Online Art Fair, products, services and future events, as well as future launches and promotions of the Organizer;
- (c) Processing the Exhibitor's payment in relation to the Online Art Fair, including with out limitation the processing of the Applicant's personal data by the Organizer as well as its associated banks and legal advisors;
- (d) Inviting the Exhibitor to attend any corporate, arts and/or similar events;
- (e) Complying with all applicable laws, regulations and guidelines;
- (f) Carrying out due diligence or other screening activities (including back ground and verification checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by the Organizer;
- (g) Carrying out the Applicant's and/or the Exhibitor's instructions or responding to any enquiries made by the Exhibitor;
- (h) Processing and sending to the Exhibitor marketing, advertising and promotional information on products, future events, launches and promotions of the Organizer via postal mail, courier and/or electronic mail;

(Collectively, the "Purposes")

1. The Exhibitor also hereby acknowledges that the Organizer may/will also be collecting from sources other than the Exhibitor, personal data about the Exhibitor, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.
2. Such personal data of the Exhibitor will/may be disclosed by the Organizer to third party service providers or agents (whether in Indonesia or elsewhere in the world where such service providers are cited) for one or more of the above Purposes, as such third-party service providers or agents, if engaged, the Organizer would be processing the Exhibitor's personal data for one or more of the above Purposes.

# TERMS & CONDITIONS

If the Exhibitor has any questions relating to the Organizer's collection, use and disclosure of the Exhibitor's personal data, the Exhibitor may contact the Organizer 's Data Protection Officer at [galleryrelation@artmomentsjakarta.com](mailto:galleryrelation@artmomentsjakarta.com) or such other person as the Organizer may designate, from time to time, whether by informing the Exhibitor through any letter, circular, notice, email or on the Organizer's website at [www.artmomentsjakarta.com](http://www.artmomentsjakarta.com).

For the avoidance of doubt, in the event that Indonesia personal data protection law permits an organisation such as the Organizer to collect, use or disclose the Exhibitor's personal data without the Exhibitor's consent, such permission granted by the law shall continue to apply.

1. The headings are inserted for reference only and shall not affect the construction of the Terms and Conditions. Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing an individual shall include a company or corporation and vice versa. 'in writing' includes correspondences via electronic mail, facsimile, express mail (or similar courier service), air mail, or by personal delivery.
2. All parties ignore, to the extent permitted by applied law, the use of article 1266 of the Indonesian Civil Law and agree that approval from the judiciary is not required.

## **20. Place of Jurisdiction**

This Application Form and the Terms and Conditions attached herein shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

All disputes, controversies of differences arising out of, in relation to or in connection with this Application Form and the Terms and Conditions attached herein shall be referred to and finally resolved by arbitration in Indonesia in accordance with the Arbitration Rules of the Badan Arbitrase Nasional Indonesia ("BANI"/ "BANI Arbitration Center") for the time being in force which rules are deemed to be incorporated by reference to this clause. The award rendered by arbitration shall be final and binding upon both parties. The tribunal shall consist of a sole arbitrator.

## **21. Covering Rules**

Matter of things that have not been regulated or not sufficiently regulated under this terms and conditions when required and deemed necessary will be determined separately in deliberations and subsequently will be determined in Addendum which apply binding for both sides, which will be taped and become inseparable part of this terms and conditions.

Organized by:  
Art Moments Jakarta  
PT. Indo Seni Agung  
Jalan Suwiryo No. 11 Menteng, Jakarta Pusat 10350, Indonesia  
+62 822 1330 6239  
Email: [galleryrelation@artmomentsjakarta.com](mailto:galleryrelation@artmomentsjakarta.com)