



2017 Cleveland Metroparks Centennial Kids Art Contest

CONTEST

Theme: Celebrating Our Centennial ó How are you *wild* about Cleveland Metroparks?

Centennial Art Contest for Kids is celebrating a favorite activity, place to visit, or wildlife at any Cleveland Metroparks Reservation or Cleveland Metroparks Zoo.

OFFICIAL RULES

No Purchase or Payment Required to Enter to Win. A Purchase or Payment of any kind does not increase Your chance of winning.

Before entering the Cleveland Metroparks Centennial Kids Art Contest (õKids Art Contestö or õContestö), You must read and agree to abide by the Official Rules. Entry into this Contest constitutes Your acceptance of these Official Rules.

The Cleveland Metropolitan Park District (õCleveland Metroparksö) includes the Board of Park Commissioners of the Cleveland Metropolitan Park District, its officers, agents, employees, volunteers, successors, and assigns.

1. ELIGIBILITY

The Centennial Kids Art Contest is only open to individuals who:

- a. Are legal residents of the United States;
- b. Are the age of majority in their state of residence or who are parents or legal guardians of children between the ages of four (4) years of age up to seventeen (17) years of age at the time of entering (collectively õParticipantö). Eligible entries are those created by the Participant's child or ward (õApplicantö); and
- c. Are not current employees of Cleveland Metroparks as well as the immediate family and household members (spouse, same-sex domestic partner, children, grandchildren, stepchildren, regardless of where they reside) of those employees. Void where prohibited or restricted by law. Contest subject to all applicable federal, state, and local laws.

2. CLEVELAND METROPARKS

The Centennial Kids Art Contest is sponsored by Cleveland Metroparks, a political subdivision of the State of Ohio with its principal place of business at 4101 Fulton Parkway, Cleveland, Ohio 44144.

3. ENTRY PERIOD

The Centennial Kids Art Contest submissions will take place on March 25, 2017 and March 26, 2017 from 10:00 AM to 4:00 PM (EST) at Cleveland Metroparks Zoo. Entries submitted before or after the Entry Period will not be eligible.

4. TO ENTER

Obtain and complete an official Entry Form available for free download online at www.clevelandmetroparks.com/centennialcontests, or the Official Entry Form can be obtained in-person at Cleveland Metroparks Zoo, 3900 Wildlife Way, Cleveland, OH 44109.

The submission process takes place on March 25, 2017 and March 26, 2017 beginning at 10:00 AM to 4:00 PM (EST).

Artwork, together with a completed Entry Form, shall be collectively referred to as the "Submission." One Submission per participant.

The Entry Form must include the name, home mailing address, telephone number (including area code), and date of birth of Applicant, title of Artwork, Medium used, and other required information listed on the document for the Participant and Applicant (email address is optional). Submissions become sole property of Cleveland Metroparks and will not be returned. Illegible or incomplete entries will be disqualified.

The submissions shall be dropped off at Cleveland Metroparks Zoo, 3900 Wildlife Way, Cleveland, OH 44109 at the Exhibit Hall on March 25, 2017 and March 26, 2017 between the hours of 10:00 AM and 4:00 PM (EST).

5. ARTWORK REQUIREMENTS

- a. Artwork must be 2-dimensional (no more than 1/4" thick).
- b. The artist's signature may only appear on the **BACK** of the artwork.
- c. Artwork must be appropriate in content and subject matter to Cleveland Metroparks and the art contest theme.

- d. Acceptable media are: crayon, graphite (pencil), charcoal, paint (acrylic or tempera), watercolor, watercolor pencil, or collage. Photographs or digital art will not be accepted.
- e. Artwork must be an original artwork created solely by the Applicant and must not infringe any copyright, trademark, privacy, publicity or other intellectual rights of any person or entity.
- f. Tracings, stencils, computer clip art, or images directly copying another artist's image or photo will not be accepted.
- g. If Artwork contains an image of any recognizable persons, on behalf of the Applicant, the Participant is responsible for obtaining, prior to sending the Submission, any and all releases and consents necessary to permit the exhibition and use of Artwork by Cleveland Metroparks as set forth in these Official Rules. If an image of a recognizable person appearing in any Artwork is under the age of majority in their state or county of residence the signature of a parent or legal guardian is required on each release.
- h. Artwork must have a completed entry form attached to the back, including consent from a parent or legal guardian for the Applicant.
- i. Artwork must be centered and mounted on a white mat (*e.g.*, poster board, mat board, or heavy cardstock) 10x12 in dimension, 1" boarder surrounds the Artwork.
- j. Artwork may not contain content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise containing inappropriate content or objectionable material as determined by Cleveland Metroparks in its sole and unfettered discretion.

By submitting a Submission, the Participant agrees that Artwork by the Applicant conforms to these Official Rules and that Cleveland Metroparks, in its sole discretion, may disqualify the Submission for any reason at any time, including if it determines, in its sole discretion, that the Submission fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Cleveland Metroparks, in its sole discretion.

Also, by submitting a Submission, on behalf of the Applicant, Participant hereby grants permission for Artwork to be posted online by Cleveland Metroparks on its website and social media networks, and otherwise used for commercial or non-commercial purposes. Participant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of the Applicant's Artwork by any third parties. Released Parties do not guarantee the posting of any Artwork by the Applicant by any third parties.

Winning artwork must be reclaimed on April 29 & 30, 2017 by 4:00 PM. Cleveland Metroparks will not be responsible for the return of artwork not claimed past the pick-up appropriate pick-up deadline of 4:00 PM on April 30, 2017.

Odds of winning depend upon the number of entries received.

6. **JUDGING**

All eligible Artwork received by Cleveland Metroparks will be divided by age of the Applicant into five (5) age categories (4-6 years of age; 7-8 years of age; 9-11 years of age; 12-14 years of age; 15-17 years of age) and judged by a panel of Cleveland Metroparks employees to be selected by Cleveland Metroparks at its sole discretion (the Panel) on the following criteria:

- a. Originality;
- b. Technical excellence;
- c. Composition;
- d. Artistic merit; and
- e. Adherence to Official Rules.

All criteria will be weighted equally on a scale of 1 to 5, all Submissions will be judged anonymously. Judging will take place on March 28, 2017 and March 29, 2017. Pick-up date for non-winning Artwork will take place on March 31, 2017 through April 2, 2017 from 10:00 AM to 4:00 PM (EST) at Cleveland Metroparks Zoo Exhibit Hall. Award winning Artwork will be displayed at the Cleveland Metroparks Zoo from April 1, 2017 to April 28, 2017 with Artwork pick-up on April 29, 2017 and April 30, 2017.

7. **CONTEST WINNERS – NOTIFICATION**

Notification of winners will be announced on March 30, 2017 and March 31, 2017. Decision of Judges is final and binding on all matters related to the Contest. Winners will be notified by telephone or email and must have signed completed copies of Winner Liability Affidavit and Release on behalf of the Participant and Applicant and any other documents that may be required by Cleveland Metroparks, which MUST be completed and returned for the Applicant to receive his/her prize.

Return of a prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Cleveland Metroparks to contact a Winner within a reasonable time period or noncompliance with these Official Rules by any winner may result in disqualification and, at Cleveland Metroparks' sole discretion.

8. PRIZES

Cleveland Metroparks will award one prize package for each age category as follows:

4-6 yrs.

- 1st Place: Bricks4Kidz Party worth up to \$250
- 2nd Place: Cleveland Metroparks Gift Basket worth \$150
- 3rd Place: \$50 Cleveland Metroparks Gift Card
- Honorable Mention: \$10 Cleveland Metroparks Gift Card

7-8 yrs.

- 1st Place: Bricks4Kidz Party worth up to \$250
- 2nd Place: Cleveland Metroparks Gift Basket worth \$150
- 3rd Place: \$50 Cleveland Metroparks Gift Card
- Honorable Mention: \$10 Cleveland Metroparks Gift Card

9-11 yrs.

- 1st Place: Bricks4Kidz Party worth up to \$250
- 2nd Place: Vortex Optics Binoculars worth \$150 and Birds of Cleveland Metroparks Book
- 3rd Place: \$50 Cleveland Metroparks Gift Card
- Honorable Mention: \$10 Cleveland Metroparks Gift Card

12-14 yrs.

- 1st Place: Cleveland Metroparks Chalet Party for 10 people worth up to \$250
- 2nd Place: Vortex Optics Binoculars worth \$150 and Birds of Cleveland Metroparks Book
- 3rd Place: \$50 Cleveland Metroparks Gift Card
- Honorable Mention: \$10 Cleveland Metroparks Gift Card

15-17 yrs.

- 1st Place: Cleveland Metroparks Chalet Party for 10 people worth up to \$250
- 2nd Place: Vortex Optics Binoculars worth \$150 and Birds of Cleveland Metroparks Book
- 3rd Place: \$50 Cleveland Metroparks Gift Card
- Honorable Mention: \$10 Cleveland Metroparks Gift Card

The top Applicants whose Artwork receives the highest scores in each Category will be deemed the First Prize Winner for that Applicant's age category. In the event of a tie, the Artwork among the tied Applicants with the highest score in Artistic Merit will be

declared the Winner. In the unlikely event of a further tie, the tied Applicant with the highest score in Originality will be declared the Winner.

Limit one (1) prize per Participant. Winners may not substitute, assign or transfer prizes for cash, but Cleveland Metroparks reserves the right, at its sole discretion, to substitute the prize with one of comparable or greater value. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE CONTEST PRIZE AND ANY EXPENSES ASSOCIATED WITH REDEEMING THE CONTEST PRIZE ARE THE SOLE RESPONSIBILITY OF THE LEGAL GUARDIAN OR PARENT OF THE WINNING APPLICANT.

9. **DISPLAY**

All **winning** Artwork will be on display at Cleveland Metroparks Zoo Exhibit Hall from April 1, 2017 through April 28, 2017. Artwork must be reclaimed at Cleveland Metroparks Zoo Exhibit Hall on April 29, 2017 and April 30, 2017. All Artwork will be labeled with Participant's first name and last initial, as well as the title and medium of the Artwork. Artwork must be claimed by 4:00 PM (EST) on April 30, 2017. Cleveland Metroparks will not be responsible for the return of unclaimed Artwork past the deadline of 4:00 PM on April 30, 2017.

10. **GENERAL CONDITIONS**

By participating, each Participant agrees to abide by these Official Rules and decisions of Cleveland Metroparks and judges, which shall be final and binding in all respects relating to this Contest. Each Participant agrees to release, discharge and hold harmless Cleveland Metroparks, its affiliates, respective officers, directors, employees, agents and representatives from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Participant's or Applicant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any prize. Cleveland Metroparks is not responsible if Contest cannot take place or if any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

11. **INTELLECTUAL PROPERTY RIGHTS**

As between You and Cleveland Metroparks, each Participant shall retain ownership of all intellectual property rights in the Submission subject to these Official Rules. However, by entering the Contest, and to the extent allowed by law, Participant hereby grants

Cleveland Metroparks without compensation a non-exclusive, perpetual, worldwide, royalty-free license to use the Artwork in any manner whatsoever, including without limitation, the use, reuse, publication and republication of the Artwork or reproductions thereof in color or otherwise (including any photographic image, trademark, and/or trade name depicted in the Artwork made through any medium, now or hereafter existing), and reproduced, published or distributed in whole or part or composite or distorted in character, in any and all media, now or hereafter, for illustration, promotion, advertising, trade or any other purpose whatsoever, including without limitation, in various publications, public affairs releases, recruitment materials, broadcast public service advertising, multimedia exhibits, on Internet web page and/or digital social media services, or for other related endeavors. Participant hereby waives now and forever any right to any tangible or intangible benefit or consideration that may result from Cleveland Metroparks' use of the Artwork. Participant acknowledges and agrees that Cleveland Metroparks has no obligation to use the Artwork for any purpose whatsoever.

12. **PUBLICITY**

Except where prohibited by law, Cleveland Metroparks is hereby permitted to use Participant's and his/her child's/ward's names, voices, performances, photographs/videos, images and/or likenesses for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide including but not limited to on the Internet, and in perpetuity by Cleveland Metroparks and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Participant agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Cleveland Metroparks, which it may withhold in its sole discretion.

13. **ELIMINATION**

Any false information provided within the context of the Contest by Participant concerning identity, telephone number, email address, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the Participant and Applicant from the Kids Art Contest.

14. **GOVERNING LAW**

These Official Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Ohio, excluding all conflict of law rules. Participants consent to the state and/or federal courts venued in Cuyahoga County, Ohio for any action arising

out of this agreement. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

15. **RIGHT TO CANCEL**

Cleveland Metroparks shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. Cleveland Metroparks may prohibit a Participant and/or Applicant from participating in the Contest or winning the Prize if, in its sole discretion, it determines that said Participant and/or Applicant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Participants and/ or Applicants or Cleveland Metroparks representatives or employees. If, for any reason, the Contest is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of Cleveland Metroparks which, in the sole opinion of Cleveland Metroparks, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, then Cleveland Metroparks reserve the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and select the winner based on entries received prior to the action taken.

16. **ENTIRE AGREEMENT**

This agreement is binding upon and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. This agreement constitutes the entire agreement between Participant and Cleveland Metroparks, and supersedes any oral or prior understanding or representation of any kind.