



2017 Cleveland Metroparks Centennial Art Show

CONTEST

Theme: Celebrating Our Centennial ó 100 Years of Cleveland Metroparks

Cleveland Metroparks invites you to help celebrate its Centennial through your artistic expressions. A juried Centennial Art Show will be displayed August 1, 2017 through August 27, 2017 at Cleveland Metroparks Watershed Stewardship Center at West Creek Reservation.

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 Art Show (õArt Showö 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 Art Show is only open to individuals who:

- a. Are legal residents of the United States;
- b. Are at least eighteen (18) years of age or older as of the submission date of the entry form; 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 Art Show is sponsored by Cleveland Metroparks, a political subdivision of the State of Ohio located at 4101 Fulton Parkway, Cleveland, Ohio 44114.

3. **ENTRY PERIOD**

The Centennial Art Show submissions must be received by mail post-marked by June 1, 2017 or online by 11:59 PM (EST) on June 1, 2017 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Cleveland Metroparks computer is the official time-keeping device for the Art Show.

4. **TO ENTER**

Eligible individuals ("Entrants," "You," or "Your") may enter this Art Show without having to purchase anything by visiting www.clevelandmetroparks.com/about/cleveland-metroparks-organization/centennial/cleveland-metroparks-centennial-contests/centennial-art-show during the Entry Period or by sending submissions through U.S. Mail to: Cleveland Metroparks Centennial Art Show, 3900 Wildlife Way, Cleveland, OH 44109. The Art Show submission will initially be submitted through a photograph (U.S. Mail submission) or .jpeg image (online submission) of the Artwork and must include an accompanying entry form in accordance with the instructions provided. All required fields on the online or paper entry form must be completed. Incomplete entries will not be accepted and will be automatically rejected. Entrants must be the registered subscriber of the email account from which the entry is made.

The Centennial Art Show submissions must be received by mail post-marked by June 1, 2017 or online by 11:59 PM (EST) on June 1, 2017.

Photograph or .jpeg image, together with a completed Entry Form, shall be collectively referred to as the "Submission." One Submission per Entrant.

The Entry Form must include:

- Entrant's Name & Birthdate
- Address, Phone Number, Email Address
- Title of Artwork
- Description of Artwork
- Medium Used
- Size and Dimensions
- Weight (if three dimensional work)
- Special Exhibition Requirements

- Short Biography of the Artist
- Signature of Entrant

Submissions become sole property of Cleveland Metroparks and will not be returned. Illegible or incomplete entries will be disqualified.

5. ARTWORK REQUIREMENTS

- Artwork must be original in design and conception.
- Artwork must be relevant to Cleveland Metroparks and/or Cleveland Metroparks Zoo.
- Participants must submit an entry form and photograph or .jpeg image of the Artwork by entry submission deadline date.
- If selected, Artwork must be ready for display (two dimensional works should be framed with wire attached for hanging; items needing bases, rods or other mounts should have them) upon drop off and installation of Artwork for show.
- Any special equipment needed to view the Artwork, as in the case of film or video, must be specified or provided.
- Artwork must be appropriate in content and subject matter to Cleveland Metroparks and the Contest theme.
- Content and design must be original.
- Content of the Artwork must not include any third party advertising, slogans, logos or trademarks.
- Artwork depicting or including content which is derogatory, offensive, threatening, defamatory, disparaging, libelous, or contains any content that is indecent, sexually explicit, nude, obscene, violent, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, as determined by Cleveland Metroparks in its sole discretion, shall be disqualified.

All required fields on the online or paper entry form must be completed.

Incomplete entries will not be accepted and will be automatically rejected.

Entrants must be the registered subscriber of the email account from which the entry is made.

By submitting Your entry, You agree that the Artwork conforms to the guidelines and content restrictions set forth in these Official Rules and that Cleveland Metroparks, in its sole discretion, may remove the Artwork and disqualify You from this Art Show if it believes that the Artwork fails to conform to such guidelines and restrictions or otherwise contains unacceptable content as determined by Cleveland Metroparks, in its sole discretion.

If You choose to include people in Your submission, You are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to Cleveland Metroparks upon request.

By entering, Entrants represent and warrant that the Artwork You submit:

- É Are Your own original creations that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity;
- É Do not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to the applicable federal, state, or local laws and regulations;
- É Do not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, or otherwise indicates a sponsorship or endorsement by a third party, as determined by Cleveland Metroparks in its sole discretion;
- É Do not infringe any other person's or entity's rights;
- É Do not contain any content, material or element that violates a third party's intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, or any other intellectual property rights; and
- É Is not subject to any third party agreement(s) which may require Cleveland Metroparks to pay any sum of money to any person or entity as a result of the use or exploitation of the Artwork.

Entries must be submitted by the original creator. Artwork created by someone other than You but submitted by You will be disqualified. You must be the sole owner of the copyright of any Artwork submitted. Your submission of the Artwork is your guarantee that You are the author and copyright holder of such Artwork.

Also, by submitting a Submission, You hereby grant permission for photographs and/or videos of Your Artwork to be posted online by Cleveland Metroparks on its website and social media networks, and otherwise used for commercial or non-commercial purposes. You agree that Released Parties (as defined below) are not responsible for any unauthorized use of Your Artwork by any third parties. Released Parties do not guarantee the posting of any Artwork by the Entrant by any third parties.

6. **JUDGING**

Judging will be conducted by a panel of Cleveland Metroparks employees to be selected by Cleveland Metroparks at its sole discretion (the "Panel"). The Art Show will be juried June 2, 2017 through June 9, 2017, with notification of participation by June 15, 2017. Artwork will be judged on Originality, Technical Excellence, Composition, Overall Impact, Artistic Merit and adherence to Art Show rules. All judging decisions are final. Please do not contact Cleveland Metroparks about the status of entries or judging. Cleveland Metroparks will notify the winner via the contact information provided at the time of entry.

7. **NOTIFICATION/DISPLAY**

If Entrant's Artwork is selected, artists will be notified by June 15, 2017 of selection and for arrangements for delivery & installation at Cleveland Metroparks Watershed Stewardship Center at West Creek Reservation, 2277 W. Ridgewood Dr., Parma, OH 44134 on July 30, 2017 and July 31, 2017, only.

All selected Artwork will be on display at Cleveland Metroparks Watershed Stewardship Center at West Creek Reservation from August 1, 2017 through August 27, 2017. Artwork must be reclaimed at Cleveland Metroparks Watershed Stewardship Center at West Creek on August 27, 2017 through August 28, 2017. Artwork must be claimed by 4:30 PM (EST) on August 28, 2017. Cleveland Metroparks will not be responsible for the return of Artwork not claimed past the pick-up deadline of 4:30 PM (EST) on August 28, 2017.

Notice: Although reasonable care will be taken in handling and displaying Artwork, Cleveland Metroparks, its staff and volunteers will not be responsible for damage and loss. Due to the lack of storage space, artists must pick-up their work at the designated time and location. Artists may arrange for Artwork pick-up by another party.

8. **GENERAL CONDITIONS**

By participating, each Entrant 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 Entrant 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 Entrant's participation in the Contest or any Contest-related activity. Cleveland Metroparks is not responsible if Contest cannot take place due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

9. **INTELLECTUAL PROPERTY RIGHTS**

As between You and Cleveland Metroparks, each Entrant 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, Entrant hereby grants Cleveland Metroparks without compensation a non-exclusive, perpetual, worldwide, royalty-free license to use the Artwork, or photographs and/or videos of the Artwork, in any manner whatsoever, including without limitation, the use, reuse, publication and republication of photographs and/or videos 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. Entrant hereby waives now and forever any right to any tangible or intangible benefit or consideration that may result from Cleveland Metroparks use of photographs and/or videos of the Artwork. Entrant acknowledges and agrees that Cleveland Metroparks has no obligation to use the Artwork itself, or photographs and/or videos of the Artwork, for any purpose whatsoever.

10. **PUBLICITY**

Except where prohibited by law, Cleveland Metroparks is hereby permitted to use Entrant'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. Entrant 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.

11. **WARRANTY AND INDEMNITY**

Entrants warrant that the Artwork is their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Artwork and that they have the right to submit the Artwork in the Art Show and grant all required licenses. Each

Entrant agrees not to submit any entry that (1) infringes any third party proprietary rights, intellectual property rights, or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, or local law.

To the maximum extent permitted by law, each Entrant indemnifies Cleveland Metroparks from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless Cleveland Metroparks from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any Artwork or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by the Entrant in connection with the Art Show; (c) any non-compliance by the Entrant with these Official Rules; (d) claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Entrant's involvement with the Art Show; (e) any malfunction or other problem with the Art Show website; (f) any error in the collection, processing, or retention of entry information; or (g) any typographical or other error in the printing, offering or announcement of any winners.

12. **ELIMINATION**

Any false information provided within the context of the Contest by Entrant 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 Entrant from the Art Show.

13. **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. Entrants 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.

14. **RIGHT TO CANCEL**

Cleveland Metroparks shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. Cleveland Metroparks may prohibit an Entrant from participating

in the Contest if, in its sole discretion, it determines that said Entrant 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 Entrants or Cleveland Metroparks representatives or employees. If for any reason the Art Show is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Art Show, Cleveland Metroparks reserves the right at its sole discretion to cancel, terminate, modify or suspend the Art Show.

15. **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 Entrant and Cleveland Metroparks, and supersedes any oral or prior understanding or representation of any kind.