

## '25 AND UNDER ART CONTEST' COMPETITION:

### OFFICIAL TERMS AND CONDITIONS

#### ELIGIBILITY

"25 and Under Art Contest" Competition (hereafter Contest") hosted by the Museum of Contemporary Art San Diego a California non-profit organization (hereafter MCASD), 700 Prospect Street, La Jolla, California 92037, is open to artists who are 25 YEARS OF AGE OR YOUNGER (hereafter the Entrant) as of May 8, 2015. A parent or legal guardian of any Entrant younger than 18 years of age must sign the parental consent form (addendum 1). All entries, which are prohibited by applicable law, shall be deemed to be void. MCASD reserves the right to verify all eligibility requirements. Contest is subject to all applicable federal, state, and local laws and regulations.

#### HOW TO ENTER

Visit <http://www.mcasd.org/2015-contest> to complete and submit the online entry form. Follow the directions provided to upload your artwork. Entries are complete when Entrant's artwork has been successfully uploaded.

All entries are FREE. All entries must be received by 11:59 p.m. Pacific Time on Friday, May 8, 2015 (the "Standard Deadline"). Each entry must be the original work of the Entrant, and Entrant must be the sole owner of the copyright of such entry. MCASD reserves the right, in its sole discretion, to disqualify any entry it deems to be offensive, inappropriate, derogatory, indecent, obscene, hateful, tortuous, defamatory, slanderous, or libelous, that is not in keeping with MCASD's image or that is otherwise not in compliance with the terms of these Official Contest Rules. In addition, all entries must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, which determination MCASD may make in its sole discretion.

Entrant must have obtained express written consent to submit any entry that contains or features persons other than Entrant, or third-party elements not owned by entrant and, if requested to do so, Entrant must produce such written consent from appropriate parties in a form and manner acceptable to MCASD. All entries must not contain material that violates or infringe another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement.

Submissions by methods other than those stipulated in these Terms & Conditions will not be accepted (no physical submission to MCASD via hand delivery or mail). If such items are mailed or dropped off, they will not count as valid entries and will be considered abandoned property.

#### JUDGING

From all entries, MCASD will select 25 pieces of art for the 'Showcase event' (taking place at MCASD's downtown location). One (2) potential Curatorial Pick prize winners, and two (2) People's Choice prize winners will be determined from among the 25 pieces selected by MCASD.

#### WINNER NOTIFICATION

Any and all finalists will be notified via email on or before Tuesday, May 26, 2015. In order to participate in the voting showcase, the finalists will be required to deliver their artwork to MCASD Downtown, 1100 Kettner Blvd., before 4:00 p.m. on Friday, May 29, 2015. As a condition of receiving any prizes awarded by MCASD, all finalists agree to have their works shown in public, and to make themselves available for interviews, photographs with their work, and public appearances, if necessary, including, but not limited to, the showcase as outlined in the contest awards; failure of which MCASD may award such prizes to an applicable runner-up. The Curatorial Pick (first and second) and People's Choice (first and second) winners will be notified via e-mail.

#### CONTEST AWARDS

- Curator's Choice, first place: \$500 gift certificate to Blick Art Materials and an MCASD Dual/Family membership. Potential to be featured in news/editorial coverage about the contest.
- Curator's Choice, second place: \$100 gift certificate to Blick Art Materials and an MCASD e-membership. Potential to be featured in news/editorial coverage about the contest.
- People's Choice, first place: \$100 gift certificate to Blick Art Materials and an MCASD e-membership. Potential to be featured in news/editorial coverage about the contest.
- People's Choice, second place: \$100 gift certificate to Blick Art Materials and an MCASD e-membership. Potential to be featured in news/editorial coverage about the contest.

All prize details are at the sole discretion of MCASD. No substitutions or transfers of prizes are permitted by winners. MCASD reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by MCASD.

Please note: Each Entrant should consult with his or her own tax advisors with respect to the federal, state and local tax consequences of the prizes awarded in the contest (including, without limitation, any sale of the artwork). Nothing contained herein should be construed as legal or tax advice to an Entrant. Neither MCASD, the sponsors, or any of their respective affiliates makes any warranty with respect to or assumes any responsibility for the tax consequences relating to the contest and the prizes awarded hereby. The income tax considerations of any prize are complex and may not be the same for all Entrants.

#### USE OF ENTRY

By submitting an entry, Entrant grants MCASD and its designees the irrevocable right and permission or consent, royalty-free, non-exclusive, worldwide perpetual license to use the entry and his/her name, city and state of residence for use on MCASD's website without further compensation, notification or permission, unless prohibited by law. In addition, each winner grants to MCASD and its designees an

irrevocable, royalty-free, non-exclusive, worldwide perpetual license to use and distribute the entry (as submitted, or as cropped by MCASD), and his/her name, city, and state of residence in any and all media now or hereafter known for purposes of promotion of the Contest and other MCASD contests and/or for purposes of advertising and promoting MCASD and, except as otherwise stated herein, without further compensation, notification or permission, unless prohibited by law.

The Entrant hereby grants the Museum of Contemporary Art San Diego the right and permission or consent to interview, photograph, videotape, and record him/her while he/she is at MCASD. The entrant understands the resulting material may be used by MCASD and/or researchers for educational or scholarly purposes that MCASD may determine, including, but not limited to, publications, exhibitions, and Internet.

The Entrant waives any right to inspect or approve any photo, video, film, written copy, or audio tape taken by MCASD or the person or entity designated by it.

The Entrant further grants the Museum of Contemporary Art a perpetual non-exclusive worldwide license to reproduce, and display copies of oral interviews, conversations and lectures (including without limitation by film, electronic media, videotape, or television), and to authorize others to do the same. This non-exclusive license, which does not transfer ownership of the Entrant's copyright to the Museum of Contemporary Art San Diego, shall survive all assignments of copyright.

The Entrant has read the consent and release, understands it, and intends it to be a binding instrument.

#### USE OF PERSONAL INFORMATION

The personal information of entrant collected in connection with the Contest will be used in accordance with the Privacy Policy Statement below, including, without limitation, for marketing and promotional purposes. This use of entry allows rights only in connection with the execution and promotion of MCASD.

#### MISCELLANEOUS

Released Parties (as defined below) are not responsible for late, lost, garbled, damaged, incomplete, delayed, undelivered, or misdirected entries or photographs, or for computer, technical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, inability to access any website associated with the Contest, errors which may occur in the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. If for any reason, the Contest (or any portion thereof) is not capable of

running as planned, including infection by tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, MCASD reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and if terminated, as its discretion, determine winners from among all non-suspect, eligible entries received up to time of such action using judging procedure described above. By participating in the Contest, Entrant fully and unconditionally agrees (i) to be bound by the terms of these Official Contest Rules and the decision of MCASD and judges, which are final and binding in all respects, and (ii) to indemnify, defend and hold MCASD, sponsors and their respective parents, affiliates, subsidiaries, prize suppliers and advertising and promotion agencies, and the respective directors, officers, employees and agents of the foregoing (collectively, the "Released Parties"), harmless against any and all claims and liability arising, in whole or in part, directly or indirectly, out of or in connection with participation in the Contest, acceptance and use of any prize or Released Parties' use of any of the rights granted herein. MCASD may disqualify (and void all associated entries) anyone from participating in the Contest or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, fraud, misrepresentation, deception or other unfair practices, or intending to annoy, abuse, threaten or harass any other entrant or MCASD's representatives or who is otherwise not in compliance with the terms of these Official Contest Rules.

Any attempt to deliberately undermine the legitimate operation of the contest may be in violation of criminal and civil laws and should such an attempt be made, MCASD reserves the right to seek damages and other remedies (including attorney's fees) from any such individual to the fullest extent of the law, including criminal prosecution.

#### WINNERS' LIST

For the list of winners, check back at <http://www.mcasd.org/2015-contest.com> after contest ends.

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##### SUBMISSION GUIDELINES

1. Please read the Terms and Contest Rules before submitting your artworks.
2. Fill out the registration form with your name, age, birth date, address, phone number & email.
3. Please submit no more than two images of your artwork.
4. Submit complete work title for each image.
  - Artwork Title

- Type of Art/Medium
- Size
- Year

5. Image must satisfy all following requirements in order to be considered for entry

- Must be 72 dpi or higher. No more than 300 dpi.
- Must be at least 750 pixels in height and width.
- File size limited to 2MB per image. Keep under 1MB per image for smooth uploading.
- File renamed with name, art work title, year, i.e., yourname\_artworktitle\_year
- Only jpg and png will be accepted

6. Artwork must satisfy all following requirements in order to be considered for entry

- 2-dimensional artworks (canvas, drawings, paintings, etc.): Must not exceed 36" h x 36" w
- 3-dimensional artworks (sculpture, installation, etc.): Must not exceed 48" w x 48" h x 48" d
- Multimedia: Limited to one-channel video/projection and formatted for YouTube.

7. If accepted into the Showcase, you must make arrangements to drop off your entry to MCASD Downtown by 4 p.m. on Frida, May 29, 2015.

8. All contestants accepted into the Showcase must pick up their artwork on or before Friday, June 12, 2015 between 11:00 am and 5:00 pm PST. Unclaimed artwork will be deemed without proprietor and the use will be ceded to the Museum of Contemporary Art San Diego.