

## **BOISE COMICS ARTS FESTIVAL 2020 – ORIGINAL COMIC CREATION CONTEST OFFICIAL RULES**

*BY REGISTERING FOR THIS CONTEST, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL THE RULES AND REGULATIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE RULES AND REGULATIONS, DO NOT REGISTER FOR THIS CONTEST AND DO NOT SUBMIT AN ENTRY.*

### **I. Contest Description and Overview**

The Boise Comic Arts Festival 2020 is an annual event hosted by the Boise Public Library to celebrate the literary medium of comics and graphic novels. The Original Comic Creation Contest is your chance to show-off your comic crafting skills by creating a single page of comics to express an idea, set a scene or mood, introduce a character, or tell a story.

### **II. Overview**

All Contest entries, information, questions, or comments shall be directed to the Contest Administrators. No purchase, payment, or donation of any kind is necessary to enter to win; a purchase, payment, or donation will not increase the chance of winning.

### **III. Agreement to the Official Rules**

By entering this contest, you indicate your full and unconditional agreement to all the Official Rules as set forth herein and to the Contest Administrator's (defined below) decisions, which shall be final and binding. Failure to accept these Official Rules prohibits participation in this Contest, voids any participation in this Contest, and renders any submission ineligible for an award under this Contest. You additionally fully and unconditionally agree that City is hereby completely released of all liability in relation to your participation in this Contest.

### **IV. Contest Sponsors and Contest Administrators**

- A. The Contest is sponsored by the City of Boise, Library Department (715 S. Capitol Blvd., Boise, Idaho, 83702).
- B. A panel of qualified judges ("Judges") comprised of members of the Boise Comic Arts Festival Team, in their absolute and sole discretion, shall judge all Contest entries and determine the winner of this Contest. The City reserve the right to select substitute judges or modify the judging panel at any time and for any reason.
- C. The Sponsor and Judges (collectively the "Contest Administrators") shall work in conjunction to administrate this Contest. Contest Administrators have full authority to enforce any and all rules and regulations set forth herein.

### **V. Eligibility**

- A. Unless otherwise provided for by the Contest Rules and Regulations, you are eligible to enter if you meet all of the following requirements at the time of entry:
  1. You are at least 18 years of age as of August 10, 2020, or, if you are a minor, with the permission of a parent or guardian; and
  2. You are a resident of the state of Idaho; and

3. You have taken and submitted your contest photograph to the required standards, with your entry including all required information, by the required date and time for submission; and
  4. You are NOT an employee, intern, or volunteer with the City of Boise or any of its departments, offices, or subdivisions; and
  5. You are NOT an immediate family member of (parent, sibling, spouse/domestic partner, child) any person employed with the City of Boise or any of its departments, offices, or subdivisions; and
  6. You are not involved in any part of the execution or administration of this Contest.
- B. The Sponsor reserve the right to limit or restrict upon notice participation in the Contest to any person at any time for any reason in its sole discretion or the discretion of the Contest Administrators.
- C. Contest participants are responsible for any costs or expenses associated with preparing and submitting his or her Contest entry.

**VI. Contest Period**

- A. The Contest begins at 12:00:00 United States Mountain Time (“MT”) on August 17, 2020 and ends at 23:59:00 MT on September 11, 2020. The Contest Administrators’ clock is the official time keeping device for this Contest. Late Contest Entries submitted shall be automatically disqualified.
- B. The Contest Administrators reserves the right in their sole discretion to cancel, terminate, modify, or suspend the Contest and these Rules and Regulations for any reason.

**VII. Representations and Warranties**

- A. By Participating in this Contest, each participant hereby warrants and represents that any contest entry with accompanying photographs he or she submits:
1. Is complete, accurate and truthful;
  2. Is original work created by the entrant;
  3. Does not violate any law, statute, ordinance, or regulation;
  4. Does not infringe or violate any rights of any third-party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false-light, misappropriation, confidentiality, or any other contractual rights;
  5. Is not defamatory, libelous, pornographic, or obscene;
  6. Does not contain, depict, include, discuss or involve, without limitation, nudity, alcohol, illicit drugs, smoking, explicit or graphic sexual activity, sexual innuendo, vulgar or offensive language or symbols, derogatory characterization or any ethnic, racial, sexual, religious or other groups, personal information, commercial messages or solicitations, clothing or symbols related to criminal groups (e.g. gangs), or any other comment or behavior that is or could be considered inappropriate, unsuitable, or offensive by the Contest Administrators in their sole and absolute discretion.
- B. Any entry that the Contest Administrators deem in their sole and absolute discretion to violate the terms and conditions set forth in the Rules is subject to disqualification. The

Contest Administrators reserve the right, at any time and for any reason, to request an entrant to modify, edit, or resubmit his or her entry to ensure that the entry post complies with these Rules, or for any other reason.

- C. Each Participant agrees to release and hold harmless the Sponsor, Contest Administrators, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all their respective officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses and liabilities. These claims, expenses and liabilities include, but are not limited to, negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Contest submission, creation of an entry of submission for an entry, participation in the Contest, acceptance or use or misuse of prize, and/or the broadcast, transmission or use of the entry. The Released Parties shall be held harmless by any participant in the event it is subsequently discovered that such participant departed from or did not fully comply with any of these Rules.
- D. Released Parties are not responsible for: 1) any incorrect or inaccurate information; 2) for any incomplete, failed, or delayed transmission of any registration, application or submissions due to the internet, including, but not limited to interruption or delays caused by equipment or software malfunctions or other technical problems; 3) unauthorized human intervention in any part of the entry process or the Contest; 4) technical or human error which may occur in the administration of the Contest or processing of entries; or 5) any injury or damage to persons or property that may be caused directly or indirectly, in whole or in part, from participation in the Contest or receipt or use or misuse of any prize.
- E. No entry submission will be received or held “in confidence” and under no circumstances will any Submission create a confidential relationship or obligation of secrecy between participants and the Sponsor, Contest Administrators, Judges, other participants, or any other party.
- F. Sponsors make no warranties, express or implied, for the prize.

#### **VIII. General Standards for Entries**

- A. There are four (4) age categories for this contest: Kids (ages 0-9 years); Tweens (ages 10-12 years); Teens (ages 13-17 years); and Adults (ages 18 years and up).
- B. To be eligible for judging, all submissions in this Contest must meet all the following general standards:
  - 1. All contest submissions must include the contest category of the entry, the name of the contestant, the contestant’s age, and the contestant’s mailing address, phone number, and email address, and photographs of the original art; and
  - 2. If the contest participant is a minor, the submission must also include the name of the participant’s parent or guardian who is giving permission to the minor to participate in the Contest; and

3. Contestants may submit either one (1) digital photograph or one (1) full color digital scan of their original art comic page; and
  4. All photographs must be submitted in JPG format, highest resolution possible (preferably 300 ppi or better); and
  5. All digital scans must be submitted in PDF, JPG or TIF format; and
  6. All contest submissions, including the entry photographs, must be emailed to [raddington@cityofboise.org](mailto:raddington@cityofboise.org);
  7. All entries must be in English; and
  8. Contestants must comply with all Boise Public Library's Rules of Conduct as set forth here -- <https://bit.ly/2IE6Fhh>; and
  9. Contestants must comply with all Contest Rules and Regulations set forth herein; and
  10. All contest entries (including the photographs) must be submitted between 12:00:00 MT on August 17, 2020 and no later than 11:59:00 MT September 11, 2020.
- C. All Participants may only submit one (1) entry for this Contest.
- D. By submitting an entry, you agree that the photograph or scan, and accompanying information complies with all the conditions state in these Rules.

**IX. Judging and Selection of a Winner**

- A. Selection of the 1<sup>st</sup> place and Runner-up prizes shall be conducted by the panel of Judges between from September 14, 2020 through September 17, 2020.
- B. Selection of the People's Choice prize shall be judged in an on-line popular vote conducted between 12:00:00 MT on September 14, 2020, through 23:59:00 on September 17, 2020.
- C. Entries shall be judged based on the following criteria:
  1. Creativity – the overall originality, style, and imaginative ideas expressed.
  2. Art – the use of color and contrast, the level of detail, the cleanliness of the presentation of the art, and whether the art enhances the story, characters, or ideas expressed.
  3. Layout and Organization – whether the layout and organization of the panel(s) advance the story, characters, or ideas expressed.
- D. SeFailure to comply with all Contest Rules and the entry criteria shall result in disqualification of entry.
- E. All scoring and evaluation shall be determined by the Judges in their sole and absolute discretion.
- F. All decisions of the Judges are final and binding.
- G. The Judges in their sole discretion will review all eligible final entries submitted during the contest period and select the winner based on the judging criteria above.

**X. Notification and Requirements of Potential Winner**

- A. The Sponsor shall contact the potential winners via email within one (1) day of selecting the winning entries with instructions on how to claim the prize.

- B. Upon response from the potential winner and compliance with any instruction by the Contest Administrators, the Administrators shall announce the winner on the City’s websites and/or social media channels on September 19, 2020.
- C. If the potential winner does not respond and comply with any instructions from the Sponsor within seventy-two (72) hours from notification via email, he or she shall forfeit the prize and the Sponsor shall award the prize to an alternate entrant.
- D. To obtain the name of the winners of this Contest, send such request with a separate, self-addressed, stamped envelope to the City of Boise, Attn: Office of Community Engagement, 150 Capitol Blvd., P.O. Box 500, Boise, Idaho 83701.

**XI. Prizes**

- A. For each category of this contest there shall be awarded a first place, runner-up (i.e., second place) and People’s Choice prize. These prizes shall be gifts provided by the Library, and/or stores such as Quality Art and Captain Comics.
- B. There shall be only three (3) prizes awarded to the winners of each category of this Contest in gift in the value amounts as follows:

<b>Prizes</b>	<b>Kid</b>	<b>Tween</b>	<b>Teen</b>	<b>Adult</b>
1 <sup>st</sup> Place	\$30.00	\$35.00	\$45.00	\$50.00
Runner-up	\$25.00	\$30.00	\$30.00	\$35.00
People’s Choice	\$30.00	\$35.00	\$45.00	\$50.00

- C. Prizes awarded are not redeemable for cash. No prize is transferable. No substitution for a prize will be made at the request of a winner. The Contest Administrators reserve the right to substitute a prize of similar value.
- D. Each winner is solely responsible for all taxes or fees that may be incurred. Each winner is required to provide picture identification which includes proof of age to claim a prize.

**XII. Sponsors’ Rights to Photos**

By participating in this Contest, each participant unequivocally and irrevocably:

- A. Grants right and permission to the City, its agents, licensees, and assigns in perpetuity to display, publish, post, create derivate works, edit or otherwise use the photograph and entry post worldwide for any purpose, including, but not limited to, advertising, exhibition, commercial or other promotional purposes without payment or any other consideration; and
- B. Waives any rights of copyright, trademark, privacy rights, moral rights and any other legal rights that may preclude the City’s use of the participant’s entry photograph.

**XIII. Publicity and Personal Information**

Acceptance of any prize constitutes permission for Contest Administrators to exploit and use the winning Participant’s name, biographical information, statements, photographs, likeness, and voice online, in print or in any other media, in connection with this Contest, without compensation or payment, except where prohibited by law.

**XIV. General Conditions**

- A. Force Majeure. The Contest Administrators reserve the right, in their sole discretion, to cancel, suspend and/or modify the Contest, or any part thereof, if any fraud, technical failures, virus, bug, bot, catastrophic event or any other unforeseen or unexpected event occurs that cannot be reasonably anticipated or controlled and would affect the fairness and/or integrity of this Contest.
- B. Any participant who attempts to compromise the integrity or the legitimate operation of this Contest, or Contest Administrators have reason to believe have compromised the integrity or legitimate operation of this Contest by cheating, hacking, engaging in unfair playing practices towards other participants, Sponsors, or Contest Administrators (including but not limited to harassing, abusing, threatening behavior), or committing fraud in any way will be automatically disqualified and banned from participating in all future Contests and may be liable for damages to the fullest extent permitted by law.
- C. Governing Law. The Contest and the rights and obligations of all participants and submissions shall be governed by and construed in accordance with the internal laws of the State of Idaho without regard to the principles of conflicts in laws. The Idaho courts (state and federal) have exclusive jurisdiction over any dispute or controversy arising out of or related to these Contest Rules and all participants hereby agree to waive any objections to jurisdiction or venue in those courts and submit to the jurisdiction of those courts.
- D. Severability. If any provision of these Rules should be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.