

## **BOISE COMICS ARTS FESTIVAL 2023 – 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 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 (“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 (“Sponsor”).
- B. A panel of qualified judges (“Judges”) comprised of members of the Boise Comic Arts Festival Team and/or individuals appointed by 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 of Boise reserves 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 31, 2023, or, if you are a minor, with the written permission of a parent or guardian; and
  2. You are a resident of the state of Idaho; and

3. You have submitted your Contest entry 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 reserves 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 their Contest entry.

**VI. Contest Period**

- A. The Contest begins at 12:00:00 United States Mountain Time (“MT”) on July 1, 2023 and ends at 20:00:00 MT on August 31, 2023. 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 reserve the right in their sole discretion to cancel, terminate, modify, or suspend the Contest and these Rules and Regulations for any reason and at any time.

**VII. Representations and Warranties**

- A. By Participating in this Contest, each participant hereby warrants and represents that their contest entry submission:
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 of 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 their entry to ensure that the entry post complies with these Rules, or for any other reason.

- C. The Participant agrees to release and hold harmless the Sponsor, Contest Administrators, the City of Boise, 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. Contest Administrators and the City of Boise make no warranties, express or implied, for the prize.
- G. Participant hereby agrees to release and waive any and all claims of legal actions or claims against the Released Parties for any damaged or lost original artwork contest submission.

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

- A. There are three (3) age categories for this contest: Kids (ages 0-12 years); Teens (ages 12-18 years); and Adults (ages 18 years and up).
- B. All Participants may only submit one (1) entry for this Contest.
- C. By submitting an entry, you agree that the photograph, scan, or physical original artwork, and all accompanying contest entry information complies with all the conditions stated in these Rules.
- D. Contestants submitting original artwork shall comply with the following specifications:

- a. All submissions shall be entered at a service desk at any Boise City library branch location;
  - b. All original artwork submissions shall be accompanied by a fully completed entry form, and parental permission for minor Contest participants, which will be available at the circulation desk at each Boise City library branch;
  - c. All original artwork submissions must be single-sided and no larger than eleven inches (11”) by seventeen inches (17”) in size.
- E. Contestants submitting reproductions of their original artwork shall comply with the following specifications:
- a. All digital submissions must be submitted to [dnolan@cityofboise.org](mailto:dnolan@cityofboise.org) ;
  - b. All Contest entries must include either one (1) digital photograph or one (1) full color digital scan of their original artwork
  - c. All entries using a photograph of the original artwork must be submitted in JPG format, highest resolution possible (preferably 300 ppi or better); and
  - d. All entries using a digital scan must be submitted in PDF, JPG, or TIF format;
- F. 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 either the original artwork or reproduction of the original art as specified below;
  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 the age of the minor;
  3. If required on the entry form, answer all questions about the participant’s Contest entry;
  4. All entries must be limited to a single page, no larger than eleven inches (11”) by seventeen inches (17”).
  5. All entries must be in English or include an English translation of any text;
  6. Contestants must comply with all Boise Public Library’s Rules of Conduct as set forth here -- <https://tinyurl.com/5adc2ayw>;
  7. Contestants must comply with all Contest Rules and Regulations set forth herein; and
  8. All contest entries (including digital entries) must be submitted between 12:00:00 MT on July 1, 2023 and no later than 20:00:00 MT August 31, 2023.

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

- A. Selection of the first, second, and third place prizes in the three (3) age categories shall be conducted by the panel of Judges by September 29, 2023.
- B. 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.
- C. Failure to comply with all Contest Rules and the entry criteria shall result in disqualification of entry.
- D. All scoring and evaluation shall be determined by the Judges in their sole and absolute discretion.
- E. All decisions of the Judges are final and binding.
- F. The Judges in their sole discretion will review all eligible final entries and select the winner based on the judging criteria above.

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

- A. The Sponsor shall contact the winners via email within three (3) days of selecting the winning entries with instructions on how to claim the prize.
- B. The Contest Administrators shall announce the winner on the City of Boise’s websites and/or social media channels by October 2, 2023.
- C. If a winner does not comply with any instructions from the Sponsor on claiming a prize within the specified timeframe, the winner shall forfeit the prize and the Sponsor may award the prize to an alternate entrant.
- D. To obtain the name of the winners of this Contest, send an email request to [dnolan@cityofboise.org](mailto:dnolan@cityofboise.org).

**XI. Prizes**

- A. For each age category of this contest there shall be awarded a first place, second place, and third place. These prizes shall be gift certificates provided by the Sponsor for stores that sell art supplies, comics, or similar goods related to the Contest purpose..
- B. There shall be only three (3) prizes awarded to the winners of each age category of this Contest in gift certificates in the value amounts as follows:

<b>Prizes</b>	<b>Kid</b>	<b>Teen</b>	<b>Adult</b>
1 <sup>st</sup> Place	\$40.00	\$50.00	\$65.00
2 <sup>nd</sup> Place	\$35.00	\$45.00	\$55.00
3 <sup>rd</sup> Place	\$30.00	\$40.00	\$45.00

- 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 to the City of Boise, its employees, and agents, licensees, a worldwide, non-exclusive, royalty free, irrevocable license to display, publish, post, create derivative works, edit or otherwise use the original artwork or reproduction thereof for any purpose, including, but not limited to, advertising, exhibition, commercial or other promotional purposes; and
- B. Waives any rights of copyright, trademark, privacy rights, moral rights and any other legal rights that may preclude the City of Boise's use of the participant's entry artwork as permitted under the license granted to City thereof.

**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.