



## OdySea Aquarium's Conservation Art Challenge Terms, Conditions, and Rules of Challenge

- 1. Purpose of Challenge:** The purpose of OdySea Aquarium's Conservation Art Challenge is to encourage students to get actively involved in conservation and use their creative voices to make a difference in the world. In an effort to have the greatest positive impact, one of the main goals of the challenge is to provide an opportunity for students to have their work seen by a large number of people.
- 2. Cost to Enter:** OdySea Aquarium's Conservation Art Challenge is free to enter. There is no purchase necessary to enter or win. A purchase does not increase or decrease the chances of winning.
- 3. Age Eligibility:** OdySea Aquarium's Conservation Art Challenge is open to K-12 students. Entries for students under age 18 must be accompanied by a parent-signed permission form. Judging will be by age/grade categories: Early Elementary (PreK-2<sup>nd</sup>); Elementary (3<sup>rd</sup>-5<sup>th</sup>); Middle School (6<sup>th</sup>-8<sup>th</sup>); and High School (9<sup>th</sup>-12<sup>th</sup>).
- 4. Geographical Eligibility:** OdySea Aquarium's Conservation Art Challenge is open to people residing in the United States of America. OdySea Aquarium is not responsible for paying for any mailing, shipping, or travel expenses.
- 5. Other Eligibility:** OdySea Aquarium's Conservation Art Challenge is open to all students, regardless of race, religion, gender, sexual preference, or affiliation with the aquarium. Being a member of OdySea Aquarium does not increase or decrease your eligibility or chances of winning.
- 6. Theme:** All entries must focus on the theme of ocean conservation. Some of the possible topics include protecting oceans, animals, and habitats; reducing pollution; reducing dependency on single-use plastics; being good global citizens.
- 7. Types of Art:** Art will be accepted in three main categories: Visual Arts, Performing Arts, and Literary Arts. Within these categories, there are multiple subcategories, including, but not limited to: drawing, painting, photography, collage, poster, infographic, cartoon, graphic design, mosaic, sculpture, animation, design, brochure, 3-dimensional project, dance song, short story, allegory, personification, article, readers theater script, dear decision maker letter, etc.
- 8. Accepted Sizes and Length:** Maximum size for artwork is 36"x36". Videos must be 3 minutes or less in length. Essays and written submissions must be 500 words or less in length.
- 9. Accepted File Types:** The accepted file types for attachments are jpg, png, gif, Word document, pdf, or YouTube video link. All entries must be submitted through the online form. No hand-delivered or mailed entries will be accepted.
- 10. Prohibited Content:** Content must be appropriate for all ages. Inappropriate language or content is strictly prohibited. Politically charged content will be disqualified.
- 11. Limit of Entries per Person:** Participants may enter in multiple categories but must submit each piece of artwork as a separate entry and complete the online form for each entry.
- 12. Submission Deadline:** The submission deadline for OdySea Aquarium's 2018 Conservation Art Challenge is Monday, January 7th, 2019 by midnight (Arizona time).
- 13. How to Enter:** To submit an entry to OdySea Aquarium's Conservation Art Challenge, use the online entry form located at [www.OdySeaAquarium.com](http://www.OdySeaAquarium.com) under the Education and/or Care & Conservation tab. The entry must fulfill all

challenge requirements, as specified, to be eligible to participate. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the discretion of OdySea Aquarium and its representatives.

14. Evaluation Criteria: OdySea Aquarium's Conservation Committee will evaluate the artwork on the following criteria and requirements: Content is appropriate and family-friendly (strict requirement). Content is aligned with the ocean conservation theme. Conservation messaging is embedded within the art (in words, meaning, or materials used). Artwork is original and creative. No plagiarism. The art, and story behind it, is impactful. Considerable effort was put into the artwork. Artwork has a strong presentation quality. Artwork is of the appropriate size, dimensions, and material that would facilitate display.

15. Awards: The winner(s) of the challenge (the "Winner") will receive promotion of his/her creative conservation message through social media, print media, art displays, websites, and/or at OdySea Aquarium, the Conservation Expo, or other location or promotional avenue. Top winners will be invited to a special VIP experience at OdySea Aquarium. The specifics of the awards shall be solely determined by OdySea Aquarium. No cash or other award substitution shall be permitted, nor is the award transferable, except at OdySea Aquarium's discretion. Any, and all, award-related expenses, including without limitation any travel expenses and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of award or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

16. Odds: The odds of winning depend on the number and quality of eligible entries received.

17. Judging: Entries will be evaluated and judged by OdySea Aquarium's Conservation Committee members and/or other designated representatives of OdySea Aquarium. Entries may be evaluated to be part of one or more of OdySea Aquarium's promotional efforts, or that of OdySea Aquarium's partnering or collaborating organizations. For some promotional campaigns, selected entries may be put to a public vote.

18. Winner Selection Notification: Winners will be notified by email of their selection. OdySea Aquarium and its representatives shall have no liability for Winner's failure to receive notices due to spam, junk email, or other security settings, or for Winner's provision of incorrect or otherwise non-functioning contact information.

19. Usage Rights: As the goal of the Conservation Art Challenge is to have a wide audience for the students' work, all students who submit their work to the conservation challenge grant OdySea Aquarium the right, without compensation, to publish the artwork in any form including physical presentation at event or location, website presence, social media, print media, PowerPoint presentations, or other promotional method. OdySea Aquarium or its agents may color correct, crop, or otherwise enhance your art. Your art may be combined with other artwork, overlaid with text, or adjusted to fit the purpose and layout of the promotional setting.

20. Permission Granted: By entering the challenge and submitting your work, you grant permission for OdySea Aquarium and its representatives to use the entry, including name, age, city, image, submitted bio information and/or other provided information, for purposes of promotion, without compensation, unless prohibited by law. If specifically requested on entry form or in writing by artist or parent/guardian, any personally identifying information can be excluded from any public view.

21. Rights Granted by Participants: By entering the artwork and content (e.g., photo, video, text, information, etc.), You understand and agree that OdySea Aquarium, anyone acting on behalf of OdySea Aquarium, and/or OdySea Aquarium's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the challenge, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

22. Ownership of Work: Applicants retain the ownership and right to their individual work and may publish and/or submit their work to other challenges as long as the permission and rights granted to OdySea Aquarium and its representatives as listed above remain intact.

23. Original Work: By entering this challenge, you represent and warrant that your entry is your original work and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property of another, you will be disqualified at the sole discretion of OdySea Aquarium. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless OdySea Aquarium and its representatives from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which OdySea Aquarium and its representatives may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

24. Termination of Challenge: OdySea Aquarium reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the challenge at any time. In such case, OdySea Aquarium may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) to the termination, modification or suspension of the challenge.

25. Limitation of Liability: By entering, you agree to release and hold harmless OdySea Aquarium and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the challenge and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the promotion; (v) electronic or human error in the administration of the promotion or the processing of entries.

26. Disputes: This challenge is governed by the laws of the United States of America and the state of Arizona, without respect to conflict of law doctrines. As a condition of participating in this challenge, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this challenge, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the state of Arizona having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees. Participant further waives all rights to have damages multiplied or increased.

27. Agreement to Rules: By participating, the participants and/or adult acting on behalf of the minor contestant ("You") agree to be fully and unconditionally bound by these rules and terms and You represent and warrant that You meet the eligibility requirements, including that the entry is your original work. In addition, You agree to accept the decisions of OdySea Aquarium and its representatives as final and binding as it relates to the content of this challenge. Any violation of these official rules by contestants will result in disqualification, at OdySea Aquarium's sole discretion.

28. The challenge is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

29. Further Questions: Further questions can be emailed to [Conservation@OdySeaAquarium.com](mailto:Conservation@OdySeaAquarium.com)

30. The entering the challenge and submitting your work, You, the Participant (and/or parent or guardian of minor), have affirmatively reviewed, accepted, and agreed to all the Official Rules.

Update: December 4, 2018



## OdySea Aquarium's Conservation Art Challenge Privacy Policy

1. The purpose of OdySea Aquarium's Conservation Art Challenge is to encourage students to get actively involved in conservation and use their creative voices to make a difference in the world. In an effort to have the greatest positive impact, one of the main goals of the challenge is to provide an opportunity for students to have their work seen by a large number of people. As such, artwork that is submitted to the challenge might be shown publicly.
2. By submitting an entry, you give OdySea Aquarium and its representatives the right to promote your artwork through visual display, printed media, website, social media, or other promotional methods.
3. Artwork from any student under age 18, must have a parent-signed permission form. A parent/guardian, teacher, or group leader should submit the online form for any minor.
4. All participants must read and agree to the terms, rules, and conditions of the contest and the privacy issues addressed within that document.
5. The information gathered during the entry will be used to promote the artwork and artist; advocate for conservation; track OdySea Aquarium's efforts and demographic reach; and communicate with the artists.
6. During the entry process, artists and parents/guardians can select any personally identifiable information that they wish to be hidden from public view if the artwork gets selected. They may also submit any changes to the information to be shared by emailing a request in writing to [Conservation@OdySeaAquarium.com](mailto:Conservation@OdySeaAquarium.com).

Updated: December 4, 2018