

# TIC TOC Kate Sasso Memorial Art Contest Official Rules 2023

**1. Eligibility:** The Contest ("The Kate Sasso Memorial Art Contest") is open to current 5th grade students in schools where TIC TOC has representatives. . \***Exception:** Due to the change in Grades at the Radburn School, only 4<sup>th</sup> Graders will be allowed to enter after 2020.

**2. Prizes:** There will be 3 Prizes awarded.

**1<sup>st</sup> Place: \$100 Blick Gift Certificate & Ridgewood Art Institute Gift Certificate for 3 free classes**

**2<sup>nd</sup> Place: \$60 Blick Gift Certificate & Ridgewood Art Institute Gift Certificate for 2 free classes**

**3<sup>rd</sup> Place: \$40 Blick Gift Certificate & Ridgewood Art Institute Gift Certificate for 1 free class**

**3. Contest Period:** Completed entries (artwork and completed Entry Form) must be submitted between the time this contest is publically announced in January 2023 and **due no later than Thursday, March 2, 2023, at 8:30pm EST** at the Midland Park Public Library in the collection box next to the main desk.

**4. How to Enter:** You may only enter once and follow these submission guidelines:

- Artwork must be by a current 5<sup>th</sup> grade student and their own original creation (See Exception under Rules #1)
- Artwork must be a fine arts work (painting, drawing, collage, or photography) fitting the theme
- Theme is "**Metamorphosis**" – When we change, adapt or transform, we grow and move forward in life. Make an original work of art inspired by, related to, involving, etc. the word or process of metamorphosis.
- Artwork must be no larger than 14x18 inches, and ready to hang.
- Submission must include responses to these questions: How have you experienced or observed a change, growth or transformation? How has it inspired you to create your piece of artwork? What do you like best about TIC TOC?

The entry must fulfill all Contest requirements, as specified, to be eligible. Entries that are incomplete, contain offensive or inappropriate language or innuendo, or otherwise violate the Rules may be disqualified at the sole discretion of TIC TOC. You may enter only once. You must provide the information requested. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of TIC TOC.

**5. Recognition of Winners:** TIC TOC will choose and may feature submissions on the TIC TOC website ([www.tictoc.org](http://www.tictoc.org)). The prize is nontransferable. Acceptance of prize constitutes permission for TIC TOC to use Winner's first name, school, photo and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Additional opportunities may become available for entrant's art to be displayed locally later this year.

**6. Winner Selection and Notification:** Winners will be selected through votes of blind entries by TIC TOC and other judges. Winners will be notified by email or phone on or about **March 7th, 2023**, or earlier. TIC TOC shall have no liability for Winners' failure to receive notices due to spam, junk email, or other security settings or for Winners' provision of incorrect or otherwise nonfunctioning contact information.

**7. Agreement to Rules:** By participating in the Contest, the Student Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of TIC TOC as final. See Exception under Rules #1.

**8. Rights Granted by You:** By entering your artwork, You understand and agree that TIC TOC and anyone acting on behalf of TIC TOC 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 Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of TIC TOC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless TIC TOC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which TIC TOC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** TIC TOC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should a virus, bug, nonauthorized human intervention, fraud, or other cause beyond TIC TOC's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, TIC TOC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by TIC TOC. TIC TOC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. TIC TOC has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, TIC TOC reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless TIC TOC and its constituents, grantees, partners, volunteers, employees, officers, and advertisers 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 Contest 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.

**11. Disputes:** This Contest is governed by the laws of the United States. As a condition of participating in this Contest, 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 Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey 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, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.