

Milton Rotary Foundation, Inc.

Art Against Hunger Contest

Contest Rules

The Art Against Hunger Contest is Milton Rotary Foundation, Inc. Competition (the "Contest") is designed to encourage eligible school students, who live in, or attend a school in Milton, Massachusetts, and are 18 years and younger and their parents/guardians on their behalf ("Entrant(s)" or "You") to use their creativity to create their own interpretation of the theme: "A world without hunger is a world full of caring, and sharing...and food!". Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these "Rules").

BINDING AGREEMENT: In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Milton Rotary Foundation, Inc. with respect to the Contest.

ELIGIBILITY: To be eligible to enter the Contest, an Entrant must: (a) be aged 18 or younger and be a resident of Milton, Massachusetts or; (b) be aged 18 or younger and be enrolled in a private or public elementary or secondary school (grades K-12) or a home school (grades K-12) in Milton, Massachusetts; and (c) have obtained a parent's or legal guardian's prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in these Rules. Contest is void where prohibited by law. Employees, interns, contractors, and official office-holders of Milton Rotary Foundation, Inc. and affiliates, and their respective directors, officers, advertising and promotion agencies, representatives, contest judges, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.

SPONSOR: The Contest is sponsored by Milton Rotary Foundation, Inc. or "(Sponsor)", a Massachusetts corporation with principal place of business at 5 Bunton Street, Milton, MA 02186.

CONTEST PERIOD: The Contest begins on March 8, 2021 and ends on April 16, 2021 ("Contest Period"). All dates are subject to change. Art must be delivered to the Milton Public Library, 476 Canton Avenue, Milton, Massachusetts by 5 PM on April 30, 2021 ("Deadline") in order to have been submitted within the Contest Period.

HOW TO ENTER. To enter the Contest, submit a one-page official entry form ("Entry Form") with: (a) One-dimensional, original Art that reflects Entrant's creative interpretation of the Contest theme "A world without hunger is a world full of caring, and sharing...and food!" (b) all information on the Entry Form including parents' consent must be included. Entry Forms can only be submitted by parents,

guardians, teachers, non-profit leaders, and afterschool programs on behalf of Entrants. The art must meet the Requirements described below.

Once the Entry Form is fully completed, it should be signed by a parent/legal guardian.

Milton Public Library
476 Canton Avenue
Milton, MA 02186

Milton Rotary Foundation, Inc. is not responsible for illegible or incorrectly submitted entries.

Entries received without a completed Entry Form or without a parent's or legal guardian's signature will be disqualified.

LIMIT ONE (1) ENTRY PER ENTRANT. Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by Milton Rotary Foundation, Inc.); (ii) received by 5 PM April 16, 2021. Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. Milton Rotary Foundation, Inc. accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. All entries will be deemed made by the Entrant submitted at the time of entry.

REQUIREMENTS. The art and supporting statements must meet the following:

They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.

They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the doodle and supporting statement are created.

They must not contain any content, material or element that displays any third-party advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.

They must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.

During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will be evaluating the Art to ensure that they meet the Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits art that does not meet the Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

ART SUBMISSION SPECIFICATIONS:

One-dimensional artwork on 5 inches high by 8 inches tall on 8 ½ X 11-inch paper.

JUDGING: Each piece of art will be evaluated and scored based on the following "Criteria": (i) artistic skills (ii) creativity and originality - considering the representation of the Contest theme, as well as the unique and novel approach to the art; (iii) adherence to the Requirements and these Rules.

Submissions will be divided into four "Grade Groups" for judging:

Grades K-2

Grades 3-5

Grades 6-8

Grades 9-12

Notification of Winners

Winners will be notified on or before May 3, 2021 by telephone or email.

PRIZES: Each Grade level Finalist will win \$25 gift certificate to BLICK Art Materials

The Grand Prize Winner, will win a \$100 gift certificate to BLICK Art Materials and have their work displayed on reusable shopping bags to promote the Milton Food Pantry.

GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Milton Rotary Foundation, Inc. reserves the right to disqualify any Entrant from the Contest if, in Milton Rotary Foundation, Inc.'s sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Milton Rotary Foundation, Inc., or the Judges.

INTELLECTUAL PROPERTY RIGHTS: As between Milton Rotary Foundation, Inc. and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in to the art. As a condition of entry, Entrant grants Milton Rotary Foundation, Inc. a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the art for any purpose, including display on the Milton Rotary Foundation, Inc. website, without any attribution or

compensation to Entrant. Entries will not be returned. Entry into this Contest will in no case serve to transfer any Milton Rotary Foundation, Inc. intellectual property rights to the Entrant.

PRIVACY: Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Milton Rotary Foundation, Inc. and its affiliates for the purposes of conducting and administering the Contest.

PUBLICITY: By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Milton Rotary Foundation, Inc. at Milton Rotary Foundation, Inc.'s expense and agree and consent to use of their name and/or likeness by Milton Rotary Foundation, Inc. Milton Rotary Foundation, Inc. will contact Entrants in advance of any Milton Rotary Foundation, Inc.-sponsored media request for interviews.

The Art may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the doodle. Milton Rotary Foundation, Inc. reserves the right to publish the name and likeness of the Entrants with the top 5 scores, the Finalists and the Winner on the Contest Site or through other media for publicity purposes.

WARRANTY AND INDEMNITY: Entrants warrant that their Art are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted doodle and that they have the right to submit the doodle in the Contest and grant all required licenses. Each Entrant agrees not to submit any doodle that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any doodle or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any

typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

ELIMINATION: Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

DISCLAIMER: Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, 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, Milton Rotary Foundation, Inc. reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Milton Rotary Foundation, Inc. further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Milton Rotary Foundation, Inc. reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.