

# Contest Rules

No purchase is necessary to enter or win. Donations, following, nor any other forms of support will increase your chances of winning. All federal, state, local, and municipal laws and regulations apply. Void where prohibited.

## 1. Eligibility

- a. Dis' Art is open to legal residents of CSRA (Central Savannah River Area) who are at least sixteen years old at the time of entry. Employees of Walton Options, and their families are eligible.

## 2. Sponsor

- a. This contest is sponsored by Walton Options for Independent Living, Walton Foundation for Independence, and Gallery 523.

## 3. Agreement to Official Rules

- a. Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official rules and fulfilling all other requirements set forth herein.

## 4. Contest Period

- a. The first phase of the Dis' Art Contest begins on November 06, 2020 at 12 AM EST. and ends on November 20, 2020 at 11:59 EST.
- b. The second phase of the Dis' Art Contest begins December 07, 2020 at 12 AM EST to December 11, 2020 at 4:59 PM.
- c. Entries will be accepted for the duration of the **FIRST PHASE** of the Contest using the following method.
  - i. ALLOTTED GOOGLE FORM

## 5. How to Enter

- a. **Online:** This method of entry will be available by visiting our website <https://www.waltonoptions.org/disart/> and following the directions provided to fill out the entry information, and submit.

Limit one (1) entry per person and per email address of the Contest Period, regardless of method of entry. Entries received from any person/e-mail address in excess of the stated limitation will be void. All entries will remain the property of the entrant and will be acknowledged.

## 6. Art Qualifications and Exemptions

- a. Artists will be required to attach images of their artwork to the Google Document application. (No in-person art will be accepted due to concerns of COVID) \*\*Pictures of ART must be HIGH RES. and well lit. Contestants submitting sculptures must take pictures of their work on a solid colored background from **ALL** angles. If contestants are submitting other work of art that are multidimensional, a picture must be taken of all sides with a solid colored backdrop.

- b. **Qualified Art:** Photography, Paintings, Mixed Media, and Sculptures will be accepted into the Dis' Art Contest. This is **VISUAL, non-moving**, pieces **ONLY**. No written work will be accepted; no video will be accepted.
- c. **Unqualified Art:** The examples listed here are based on the judge's review of the contestants art. Any art deemed done not in good taste can be disqualified. Any art that objects members of society can be disqualified. Any art that eludes, leads, or otherwise to NUDITY, PROFANITY, RACIST gestures/ remarks, HOMOPHOBIC/TRANSPHOBIC gestures/remarks, ABLEIST gestures/ remarks, and any works deemed as OFFENSIVE/ INAPPROPRIATE content will be disqualified.

## 7. Prize Drawing

- a. On or about November 30, 2020, the Sponsor and internal judges will select the finalists in a vote among all eligible entries received. The odds of being selected depends on the number of entries received. The Sponsor will attempt to notify the finalists via email and social media on or about December 03, 2020. If finalists cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate finalist in his/her place at random from the remaining non-finalists, eligible entries.
- b. On or about December 14, 2020, the winner of the Dis' Art Contest will be selected via social media votes. The odds of being selected are dependent on the finalist's promotion of their work on the Walton Options social media pages, and the accumulation of votes (measured by total engagement). The Sponsor will attempt to notify the winner via email and social media on or about December 14, 2020. If finalists cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate winner in his/her place based on the runner-up.

## 8. Prizes

- a. **Finalists (12)**

Finalists' will automatically be entered into the second judging process of the contest. This process includes having his/her art displayed on Walton Options social media pages, for a community vote. The artists whose piece garners the most engagement will become the winner of the Dis' Art Contest. The finalists will own the rights to their work but agree that their work will be used in the upcoming 2021 Walton Options Calendar, which will be utilized internally and as a fundraising tool. Finalists will also be featured at the local 523 Gallery, located in downtown Augusta, GA.
- b. **Grand Prize (1)**

The Grand Prize winner of the Dis' Art contest will receive two (2) tickets to the Undercover Artists Fundraising Show. The winning artist will be invited to contribute to the auction a piece of their choice for Undercover Artists event. The winner will keep all rights to their work, and with use will be acknowledged.

Please note: Undercover Artists is a fundraising event, and much of the art displayed will be bid on during a silent auction for Walton Foundation for Independence. The winner of Dis' Art will be able to choose if they would like their work submitted into the

auction. If not their work will simply be on display for viewing and returned once the event is over.

#### **9. General Conditions**

- a. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### **10. Release & Limitations of Liability**

- a. By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (3) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, or other connects, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occurs in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in

any cause of action, the Released Parties liability will be limited to the cost of entering and participation in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**11. Disputes**

- a. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Georgia. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Georgia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Georgia.

**12. Privacy**

- a. Information collected from entrants is subject to sponsor's privacy policy.