

Grow Hillsboro Campaign Building Art Competition Rules

The following are the rules for entering the Grow Hillsboro Campaign Building Art Competition. Please read the rules and the procedures in order to apply properly. If you have any questions, please contact us at info@hillsboro-nd.us and we will help you with the application process.

1. Agreement to Official Rules

Participation in the Competition constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the City of Hillsboro and its partners, 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.

BEING A RESIDENT OF THE CITY OF HILLSBORO NORTH DAKOTA DOES NOT INCREASE YOUR CHANCES.

2. Eligibility

Grow Hillsboro Campaign Building Art Competition (Competition) is open to everyone in the United States, and the District of Columbia. Employees and Board Members of the Partners in the Grow Hillsboro Campaign are not eligible, as well as the immediate family (spouse, and children) and household members of each such employee, are not eligible. The Competition is subject to federal, state, and local laws and regulations.

Formats submitted to the Competition must be of original work and be made to be reproduced on the South Wall of the Main Street Community Center at 12 S Main Street Hillsboro North Dakota 58045.

Your art must be your own original concept and not a copy of anyone else's copyrighted material.

You may only submit your own artwork that you, personally created.

If there is any question about authenticity; The City of Hillsboro, reserves the right to demand proof of authorship.... if it is not then your entry will be disqualified.

The Sponsor has the sole right to refuse submissions based on quality of the image, failure to meet show requirements, poor quality, inappropriateness of content, and/or concerns regarding copyright infringement in the original work.

All work submitted will be the property of the City of Hillsboro North Dakota.

3. Sponsor

The Competition is sponsored by Hillsboro Beautification Commission and The City of Hillsboro located at 9 South Main Street Hillsboro ND 58045.

4. Art Competition Period

The Art Competition ends May, 31st, 2022, at 11:59 pm CST. Entries that are submitted before or after these times will be disqualified. Submissions will be accepted for the duration of the Competition using any of the following methods: Submitting to the online website only.

5. How to Enter

Online: This method of entry will be available by visiting our website at www.growhillsboro.com and following the directions provided. Completing the entry form in its entirety, uploading the compliant images as detailed below.

6. Entry Fee

There is no fee for this Competition.

7. Image Preparation

Prepare your images as required before beginning the submission process. Submissions are only accepted via the online process. Submissions as email attachments, on CD, or prints are not allowed in this competition and will not be returned.

Digital image files must meet the following specifications:

- a. JPG. PDF. files only.
- b. 300 DPI resolution (Please try to keep the file size under 10 MB to ensure proper loading).
- c. Do not send images of your artwork which has been framed or contains watermarks.
- d. The City of Hillsboro may color correct your images in order to enhance the overall presentation.
- e. The City of Hillsboro may crop your images for formatting purposes for use in their slideshow presentations, other off-site slideshows, YouTube presentations, other City of Hillsboro presentations and for the final public vote, if your images are chosen.
- f. The sizing and labeling of your images are very important. Label your image files in the following manner: first and last name, image name. Here is an Example:
JohnBrown_Midnight_Photography.
- g. The file name may not include characters such as #, \$, &, periods or other similar characters as part of the file, and it is important to follow these instructions about the file name to allow the right storage into the image database.
- h. Image name may not exceed 40 characters. Note: the image name is the name of the artwork, not the file name.

i. Complete the entire form and load all images before uploading. If the submitted images are not sized properly, the artist understands that The City of Hillsboro may have to crop the images to conform to the format constraints.

8. Winner Notification

On or about the May 16th, following the close of a competition, the City of Hillsboro and partners will announce the 4 top entries. The top 4 entries will be put out to the public to vote on from May 30th to June 10th. The final winner will be announced around June 14th.

9. Awards

The winner of the people's vote will receive \$500 in Hillsboro bucks and be asked to consult with the final project being painted on the MSCC Building.

10. Acceptance Notification

Anyone whose image(s) are not chosen will receive an email notification. All other participants will also receive an email with the results of the competition.

11. Jurors

The Jurors of the submissions are Hillsboro Beatification Commissioners.

12. Use Rights

Artists who submit their artwork to for competition and have any of their submitted artwork chosen for participation in that competition agree to the following.

- a. That the City of Hillsboro be granted usage of the artwork only for display, marketing and promotional purposes for the Grow Hillsboro Campaign and the art to be painted on the MSCC building.
- b. The City of Hillsboro will credit each image, with their Artist Name and Image Name.
- c. By entering this, you are granting The City of Hillsboro a non-exclusive, perpetual license to reproduce images of your artwork for the purpose of advertising this Competition and your work may be placed on the wall of the MSCC.

13. Release and Limitations of Liability

By participating in the Competition, entrants agree to release and hold harmless the City of Hillsboro, Hillsboro Beautification Commission, Hillsboro Business Association, and Hillsboro Economic Development Corp, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Competition, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Competition or receipt or use of the prize (including any travel or activity

related thereto), including, but not limited to: (a) any technical errors associated with the Competition, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, 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 Competition; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Competition, including, without limitation, errors that may occur in the administration of the Competition, 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 Art Competition-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 Art Competition 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 participating in the Art Competition, 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 Competition. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

14. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in North Dakota. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights, and obligations, or the rights and obligations of the Sponsor in connection with the Art Competition, shall be governed by, and construed in accordance with, the laws of North Dakota, 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 North Dakota.

15. Privacy

Information collected from entrants is subject to sponsors privacy policy.

16. Changes in Rules

All provisions: including pricing, fees, prizes, requirements and rules may change without notice.

