

CultureFix Bus Wrap 2021

Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Requirements for Entry

- a. As part of the **CultureFix** Bus Wrap Contest (the “Contest”), local artists from the Historic Triangle (Williamsburg, Jamestown and Yorktown) are invited to design an original piece of art (such a piece of art, along with anything else submitted by a Contest entrant, is a “design”) that may be displayed as a “moving mural” on a Williamsburg Area Transit Authority 35 or 40-foot Bus.
- b. The Contest is sponsored by CultureFix and the Williamsburg Area Transit Authority, or “WATA”. CultureFix and WATA together are the “Sponsor.”
- c. There are 2 categories, amateur and professional. Submission of a design constitutes each entrant’s full and unconditional agreement to, and acceptance of, these Bus Wrap Contest Rules and all decisions by CultureFix or WATA concerning the Contest. Winning any prize is contingent upon an entrant fully complying with these Rules and fulfilling all other requirements for the Contest issued by CultureFix.
- d. Each design must fill the standard bus template provided on the last page of this document.
- e. Each design is up to the artists discretion. No theme is specified.
- f. By submitting a design, each entrant represents and warrants to the Sponsor that: (i) they alone created the design and (ii) the design does not violate anyone’s copyright, other intellectual property right, other property right, or contract right. No design will be accepted if the entrant submitting that design does not have the complete, unrestricted right to submit that design for the Contest and to allow that design to be used by the Sponsor for all possible purposes contemplated by these Rules.
- g. **The Contest starts on August 18, 2021, at 8 a.m. EST, and all entries must be received by CultureFix by September 15, 2021, at 5 p.m. EST.** CultureFix is not responsible for lost, late, or misdirected entries; printing errors; server unavailability; computer malfunctions or other computer problems; any other electronic malfunction; or anything else that prevents an entry from reaching CultureFix by the deadline. Entries will be accepted by submittal through the CultureFix website at www.culture-fix.org. Entrants can use a file sharing service such as Dropbox, WeTransfer or Google Drive to deliver the entry. Limit one entry per person and per email address, regardless of method of entry. All received entries must also include the contest application form located on CultureFix website.

2. Eligibility

a. No Purchase Necessary to Enter or To Win

Participants are under no obligation to purchase any products or services to participate in the Contest.

b. Applicable Law

The Contest, and any disputes about the Contest, will be governed solely by the laws of the State of Virginia, without regard to its conflicts of law principles, and any litigation concerning the Contest or concerning any design must be filed and pursued exclusively in a state or federal court sitting in Williamsburg, Virginia and in no other jurisdiction or forum.

c. Consent Requirement

All entrants who are under the age of 18 MUST submit, at the time of entry, an application signed by a parent or guardian.

3. Contest Entry Guidelines

a. Rights Granted To the Sponsor

By submitting a design, regardless of whether you win any prize in the Contest, you fully and irrevocably authorize the Sponsor and its successors and assigns to reproduce, edit, display, and otherwise use all or any part of your design anywhere in the world, in any format and medium, including online and in print, for marketing and educational purposes and for any other purposes allowed by law. You understand that this authorization is intended to be as broad as possible. Subject to this authorization granted to the Sponsor, entrants will retain any copyright in the designs that they submit. The Sponsor will use reasonable efforts to credit artists appropriately when it publicly displays a design.

b. The Sponsor Reserves Total Discretion Over the Contest and the Art Bus

The Sponsor retains total discretion and control over the Bus Wrap and over what, if anything, is displayed on the Bus Wrap or on any other property owned or controlled by the Sponsor. The Sponsor retains total discretion not to display any design on the Bus Wrap or any other property owned or controlled by the Sponsor, as well as total discretion to determine the time and manner in which any design is displayed on the Bus Wrap or on any other property owned or controlled by the Sponsor.

The Sponsor does not intend, through this Contest or through the display of any design on the Bus Wrap or on any other property, to create a forum for expression of any kind or nature on the Bus Wrap or on any other property. The Sponsor retains at all times total and absolute editorial control and discretion over the display and use of any design on the Bus Wrap or on any other property and may reject, refuse to display, or limit the display of any design for any reason allowed by law, including (by example only) because the Sponsor deems a design to be offensive or vulgar, to reflect poorly on the CultureFix or on WATA, or otherwise to be

inconsistent with CultureFix's or WATA's values, messages, goals, or objectives. Neither these Rules nor the Contest shall give anyone any right of any kind or nature to display anything on the Art Bus or on any other property owned or controlled by CultureFix or by WATA.

The Sponsor reserves the absolute discretion to modify or deviate from these Rules at any time and for any reason allowed by law. The Sponsor also reserves the absolute discretion to cancel the Contest at any time and for any reason allowed by law, though the Sponsor will use reasonable efforts to avoid cancelling the Contest if the Sponsor determines in its sole discretion that such reasonable efforts will satisfactorily address any concerns that might otherwise cause the Sponsor to cancel the Contest.

Without limiting any of the Sponsor's discretion, the Sponsor advises entrants that the Sponsor will not accept any design that is vulgar, lewd, or offensive or that advertises any product or service.

c. Release and Limitations of Liability

The Sponsor accepts no responsibility for any damage to an entrant's or visitor's computer equipment that may result from any system malfunction or corrupted/infected files. Scanning any file prior to download with a virus protection program is recommended.

By submitting a design or otherwise participating in the Contest, each entrant irrevocably releases and agrees to defend, indemnify, and hold harmless CultureFix or WATA and each of the CultureFix's or WATA's former, current, and future officials, employees, and agents from and against any and all claims and causes of action arising out of or related in any way to (i) the entrant's participation in the Contest; (ii) any reproduction, editing, display, or use of all or part of any design, including any design submitted by that entrant; or (iii) any receipt or use, by the entrant or anyone else, of any prizes awarded as part of the Contest. By example only, and not for purposes of limitation, the claims and causes of action covered by this paragraph include those arising out of or related in any way to: (a) any technical errors association with the Contest, including lost, interrupted or unavailable internet service, network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer or other devices, or technical failure, hardware failure, or software malfunctions, failures or difficulties; (b) any unauthorized human intervention in the Contest; (c) any mechanical, network, electronic, computer, human, printing or typographical errors; (d) any application downloads; (e) any other errors or problems in connection with the Contest, including, but not limited to, any errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the Contest, the incorrect downloading of a design, or the processing of any entries or any other Contest-related materials; (f) any 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 any entrant's participation in the Contest or from anyone's acceptance, receipt or use of any prize; or (g) 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. Entrants waive the right to claim any damages whatsoever against the City or against any former, current, or future City officials, employees, and agents, including, but not limited to, punitive, consequential, direct or indirect

damages.

d. **Technical Requirements**

Files must meet the dimensions and file size to fit the bus layout.

Scanned/ Hand drawn Artwork

Drawings or paintings should be on a smooth white substrate showing adequate contrast for printed reproduction in vinyl. The art must fill the entire template provided in the Appendix. Art can be scanned to at least 600 dpi in JPEG or TIFF format and emailed to info@culture-fix.org. Hand drawn art should be mailed to:

CultureFix
410 Francis Street West
Williamsburg, VA
23185

Digital Art

All files must be in vector format as an AI or EPS file. All fonts must be converted to outlines and image files embedded. The art must fill the entire template provided in the Appendix.

4. **Judging and Winners**

a. **Selection Committee**

CultureFix will select a panel of five judges, who provide expertise in the **CultureFix Bus Wrap Contest** field, understand the criteria and guidelines of the contest, and can provide accurate knowledge of the **CultureFix Bus Wrap Contest**.

b. **Jury Process**

By September 20, 2021, the selection committee will select the winner in each category. All entries will be judged based on aesthetic quality, creativity and adherence to the Contest guidelines. CultureFix will attempt to notify the winners via telephone or email on or about September 21, 2021. If the potential winner cannot be contacted within five (5) days after the date of the first attempt of contact, CultureFix may select an alternate potential winner in his/her/their place.

c. **Winner Notification**

The winners will be notified by email or phone. The winners will be required to complete, sign and submit a Declaration of Compliance (confirming that the winners fully complied with these Rules and with any other requirement or rules issued by the Sponsor) within five (5) days of the date of notice or attempted notice is sent, in order to claim his/her/their prize.

d. **Prizes**

Display of the winners' original art on the WATA/CultureFix Bus (a 35 or 40-foot bus) for 6

months (subject to the Sponsor's discretion as outlined in these Rules) and a \$300.00 award for the amateur category and \$500.00 for the professional category.

5. General Conditions

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, authorized human intervention or other technical program, or in the event the Contest is unable to run as planned for any other reason, as determined by CultureFix in its sole discretion, CultureFix may 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 Rules and Guidelines or (b) terminate the Contest. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or operation of the Contest or acting in violation of these Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be in 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 other remedies from any such person to the full extent permitted by law. Failure by the Sponsor to enforce any provision of these Rules shall not constitute a waiver of that provision.

