

# **CELEBRATE U CITY!**

## ***A CHILD'S ART CONTEST!!!!!!***

- WHO?** FAIR U CITY CARNIVAL COMMITTEE (your neighbors & friends)
- WHAT?** A CARNIVAL, in Heman Park, University City, Mo.  
(a time for celebrating the memories of what made their community special, and sharing those experiences while creating more memories.)
- WHEN?** MEMORIAL DAY WEEKEND – **MAY 29 & 30, 2011**
- WHERE?** THE CHILDREN'S TENT - HEMAN PARK, UNIVERSITY CITY, MO.
- HOW?** Art Teachers, school administrators, and University City Parents!!!  
Please encourage the children of our community to think about how they feel and figure out ways to share their feelings for the town they call “home”.

This event will be held Sunday, May 29, 2011 from 12 noon to 8:00 PM and Monday, May 30, 2011 from 10:00 AM to 7:00 PM at Heman Park. Please read attached Official Rules and have students fill out Entry Form.

Any questions: call the Fair Office at (314)505-8696 or email [carnival@ucitymo.org](mailto:carnival@ucitymo.org).

**GOOD LUCK & HAVE FUN!!!!!!**

# **CELEBRATE U CITY!**

## **ART CONTEST**

### **OFFICIAL RULES**

#### **1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.**

**2. Sponsor.** This Contest is sponsored by FAIR U CITY CARNIVAL

**3. Contest Entry Period.** Celebrate U City! Art Contest (the “Contest”) commences at 12:00:01 AM Central Standard Time (“CST”) on April 1, 2011 and ends at 11:59:59 AM CST on May 28, 2011 (the “Contest Period”). All entries must be received no later than 11:59:59 AM CST on May 28, 2011. The winners will be announced on May 30, 2011, at 1PM.

**4. Eligibility.** This Contest is open to families with students enrolled in any University City Public Private, Parochial or home school in the City of University City. Entries will be divided into four age groups: Early (Pre-Kindergarten – Grade 2), Upper Elementary (Grades 3-5), Middle School (Grades 6-8) and High School (Grades 9-12). By participating in this Contest, Entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, which are final in all matters relating to the Contest.

**5. Contest.** The purpose of the Contest is to educate students about their amazing Community. Entrants will create submissions which comply with the requirements described in these Official Rules and which demonstrates a creative way to convey the factual information about a person, place, or experience that they have encountered here in University City. Entries received after the deadline will not be eligible. Entries not complying with the requirements of these Official Rules will not be eligible.

**6. Contest Entry.** To enter the Contest, each Entrant must:

*(a)* Complete an Official Entry Form. Official Entry Forms can be found at the Carnival’s website at [carnival@ucitymo.org](mailto:carnival@ucitymo.org) “Website,” or may be obtained in paper copy at Fair U City Carnival office at 630 Trinity Avenue, University City, MO 63130. All Entrants must have a parent/guardian sign the Official Entry Form.

Incomplete, illegible, late or postage due Official Entry Forms or Official Entry Forms submitted by persons under the age of 18 without the signature of an adult parent or adult guardian will not be accepted.

*(b)* Create and submit a submission which complies with the terms of these Official Rules. Entries may be either in physical format or digital media format. A physical format entry must be two- or three-dimensional. Two-dimensional

pieces must be able to hang on a wall and can be no longer than 18 by 24 inches. Three-dimensional entries can be no longer than 12 inches wide by 24 inches tall by 12 inches deep. These can include, but are not limited to cartoons, comic strips, news articles, models, action figures, posters, stories, pamphlets, brochures, books and flyers. Entries that exceed the size limits will be disqualified. Digital media format entries shall include video, website/webpage, or podcast of digital slide show.

(c) All entries must be student-only work. A list of resources used in the project must accompany the entry. A completed Official Entry Form must accompany each entry. Entries must include factual information about the selected subject.

(d) Entries cannot contain perishable components or contain elements that could damage the Carnival's display area. Carnival's staff will take ordinary and reasonable care in moving physical format entries but is not responsible for any damage.

(e) All entries submitted in compliance with these Official Rules shall be hereinafter referred to as "Eligible Entries."

(f) Mail the physical format entries to Fair U City Carnival or hand-deliver it to Fair U City Carnival 630 Trinity Avenue, (the Old Library Building), University City, Mo. 63130. Hand Deliveries may only be made from May 23 to May 28, 2011 from 10:00 AM to 12:00 PM. Deliveries during any other times will not be accepted. Digital entries should be delivered in CD form to above office.

(g) By entering the Contest, all Entrants agree to be bound by the Official Rules of this Contest. No entries will be acknowledged under any circumstance, or returned to Entrants by Carnival Officials. Entrants may pick up their physical format entries at the Children's Tent at the end of the Carnival, May 30, 6:00 – 7:00 PM. If not picked up during those times, the entry irrevocably becomes the property of the Fair U City Carnival, and Fair U City Carnival may deal with it as it chooses.

(h) By entering the Contest, each Entrant irrevocably agrees to allow Carnival to reference his/her name and likeness at the Website and to use his/her name, image, likeness, and voice recordings in all media anywhere throughout the world in perpetuity, without additional permission or compensation unless prohibited by law.

(i) Each Entrant, by entering the Contest, agrees that, should she/he be chosen as winner, she/he will irrevocably assign all worldwide rights, title and interest in and to the entry, including, by way of example but not limitation, intellectual property

rights and moral rights, all copyright rights, invention and trademark rights, on an exclusive basis, such exclusive basis to also exclude Entrant from exercising any rights or interest over the subject matter hereof.

*(j)* By entering the Contest, each Entrant acknowledges and represents to the Sponsor entities (1) that all elements of her/his entry, including all video, visual, graphic and design elements, concepts and characters, and all musical elements, including lyrics, compositions and performances, are her/his original creation and that she/he owns all copyright, trademark, trade name and other intellectual property rights to them and that the use of them in the entry does not violate the laws of any country, state, municipality or any common law rights, including but not limited to Title 17 of the United States Code, and Section 106 of the 1976 Copyright Act, as amended, and that the use of them in the entry has not infringed upon such rights of any third party; and/or (2) that she/he has obtained all necessary licenses or permissions from all appropriate third parties required for the production and submission of the entry in the Contest as herein described; (3) that the display of her/his entry by Carnival as herein contemplated will not violate the intellectual property rights or rights of publicity or rights of privacy of any third parties or otherwise breach any provision of any applicable law or regulation; (4) that Sponsor has her/his irrevocable permission for the posting of her/his name, use of her/his name and reference to her/his entry on the Website, the display of the entry as herein contemplated and use and posting of her/his image, likeness and speech provided by her/him to Carnival in any manner in connection with the Contest without any compensation, regardless of whether her/his entry is a winning entry; and (5) that she/he has obtained irrevocable full and informed consent of any third party whose image, likeness and speech appears in her/his entry and that no person under the age of eighteen (18) appears in her/his entry unless Entrant has obtained the written permission of such person's parent or legal guardian.

*(k)* By entering the Contest each Entrant agrees to indemnify and hold the Sponsor Entities harmless from any and all losses, damages (including but not limited to punitive damages and reasonable attorneys' fees and expenses), rights, claims and actions of any kind arising out of any breach or falsity of Entrant's representations made in entering into this Contest, including without limitation those set forth in

these Official Rules and in the entry.

**7. Contest Format.** Eligible Entries may be placed on public display at the Fair U City Carnival, at Heman Park, University City, Mo. In the Children's Tent once they are received by Carnival. All Eligible Entries will be judged by an independent judge(s) who serves as a member of our Municipal Commission on Arts & Letters who has expertise in art, literature, and education.

**8. Contest Judging and Criteria.**

(a) The Eligible Entries will be judged according to the Judging Criteria (as defined below) in accuracy, creativity, quality, communication, reach and impact. Entries must receive a minimum of sixty (60) points to be considered for a prize. All decisions of the judge(s) will be final.

**Judging Criteria and Points Possible**

**To be eligible for a prize, each entry must (please check):**

- Have a complete, legible entry form attached [5]
- Fit within the size guidelines [5]
- Entry is student-created [20]
- Entry will educate others about the chosen subject's characteristics and benefits. [20]
- Entry will inspire conservation about chosen subject and its influence on Entrant [20]
- Entry is creative and, in physical or digital form, visually appealing. [20]
- Written information is grammatically correct and easy to read. [10]

**TOTAL [100]** (Entries must receive a minimum of 60 points to be qualified to win a prize.)

(b) The Eligible Entries will each be scored by the judge(s). The scores will be averaged to determine the score of the Eligible Entry. In the event of a tie score, the Eligible Entry with the highest aggregate score under the criteria "Entry will educate others about the characteristics and benefits of the subject and is creative and, in physical or digital form, and is visually appealing" will be deemed winner. In the further event of a tie, the Eligible Entry with the highest aggregate score under the criteria "Entry will inspire conservation of chosen subject" will be deemed the winner.

**9. Odds.** The odds of becoming the winner: **All of our Children are winners!!!!!! All submissions will be displayed in the Children's Tent at Fair U City Carnival.**

**10. Prize.** Winning entries will receive prizes from our local businesses

**11. Prize Winner Notification Verification.** The prize winners will be announced at 1:00 PM on May 30, 2011 at the Fair U City Carnival's Children's Tent.

**12. General Prize Terms.** Fair U City Carnival shall have no responsibility or obligation to the winner or potential winners who are unable to accept or utilize prizes as described herein.

**13. General Terms.** Noncompliance with any of these Official Rules may result in disqualification. Fair U City Carnival assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. Fair U City Carnival is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to entrant's or any other person's computer related to or resulting from participation or uploading or downloading any materials or software or attempts to participate in or upload or download materials or software related to this Contest. Fair U City Carnival is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prizes and the prize winners or information provided on the Website. If, for any reason, the Contest is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest or for any reason Fair U City Carnival deems it necessary, Fair U City Carnival reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest or to determine the prize winners in its sole discretion. All interpretations of these Official Rules and decisions by Carnival are final. No software-generated, robotic, programmed, script, macro or other online or text message entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have

tampered with the entry process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE MISSOURI COURTS (STATE AND FEDERAL) SITTING IN ST. LOUIS, MISSOURI, SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF MISSOURI SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

**14. Indemnification.** By entering, each individual agrees to hold harmless and indemnify all Carnival's Entities from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) Entrant's participation in the Contest, including, without limitation, the breach or violation of Entrant's representations and warranties concerning the entry; and/or (ii) the receipt, redemption or use of the prizes awarded in the Contest, including, without limitation, products purchased with the prizes themselves. Entrants agree to release all rights to bring any claim, action or proceeding against Carnival's Entities, further covenant not to sue Carnival's Entities and hereby acknowledge that neither Fair U City Carnival's nor any Carnival's Entity has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes. Where permitted by law, in consideration for being awarded a prize, winners hereby agree and consent, without further authorization, compensation or remuneration of any kind, to the use of their names and/or likenesses in any and all advertising, promotions and other publicity conducted by Fair U City Carnival.

Office Use Only: Entry # \_\_\_\_\_, Date received \_\_\_\_\_

## Celebrate U City Art Contest Official Entry Form

This form must be completed and sent with all contest entries. By submitting this form, all participants indicate that they have read and understand the rules.

**Each entrant must submit a complete entry form.**

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address: \_\_\_\_\_

Phone/email \_\_\_\_\_

### Grade

Lower Elementary (preK - 2) Upper Elementary (3 - 5)

Middle School (6 - 8) High School (9 - 12)

Category: Digital Physical

### Tell us about your art work

#### Parent/Guardian Consent

I certify that \_\_\_\_\_ (child's name) has submitted an original entry for the *Celebrate U City!!!!* art contest and has my permission to participate.

I hereby authorize the Fair U City Carnival or its agents to produce photographs, film, videotape and/or audiotape of me, my child, and/or their *art* entry. I further authorize the Fair U City Carnival or its agents to use such images and recordings, now or at any time in the future, in newspapers, magazines, journals and any other publication or medium - print or electronic - in whatever ways the Fair U City Carnival considers in its communication efforts.

I also certify that I have read and agree to the *Celebrate U City!!!* Contest Official Rules.

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date entry mailed/delivered: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

How did you learn about the *Celebrate U City!!!! art* contest?

my school  my newspaper  U City website  Fair U City website

Advertisement in the following publication: \_\_\_\_\_

Other: \_\_\_\_\_