San Diego County Air Pollution Control District 2027 Calendar Art Contest Official Rules

Please read these Official Rules before entering the San Diego County Air Pollution Control District (SDAPCD) 2027 Annual Student Art Calendar Contest ("Contest"). By entering this Contest, entrants (and their parents or legal guardians) agree to be bound by these Official Rules ("Rules") and the decisions of the judges and/or SDAPCD, which are final and binding on all matters relating to this contest.

1. ARTWORK CONTEST WINNERS WILL BE DETERMINED FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED BASED ON THE CRITERIA SET FORTH HEREIN BELOW.

2. There is NO ENTRY FEE and there is NO PURCHASE NECESSARY.

3. Eligibility. Entrants must be in grade K-12 and a resident of San Diego County upon date of submission. Limit one (1) entry per person. If multiple entries are received from the same person only the first entry is valid. No single entry with artwork by two (2) or more persons is permitted and all entries submitted in such manner are void.

4. Contest Period. Please see contest period dates and delivery requirements on our website at www.sdapcd.org/community/2027-calendar-contest.

5. How to Enter the Contest. Eligible persons only (see above) may enter this contest by submitting 1) Original contest artwork and 2) Completed and signed entry form ("EntryMaterials"). Both items constitute Entry Materials and exclusion of either item may result in disqualification from the contest. By entering, participant (and parent or legal guardian of participant) represent that the artwork submitted is participant's original art. Digital and AI art will not be accepted.

6. SDAPCD ("Organization") reserves the right to disqualify any artwork deemed inappropriate, obscene, not in keeping with the Organization's image or otherwise not in compliance with these Rules. No responsibility is assumed by the Organization for lost, late, ineligible, incomplete, stolen, postage due, or misdirected entries by mail or email.

7. Ownership and Unrestricted Use of Entries by Organization. All Entry Materials submitted to the Organization by an entrant in connection with this Contest, along with all copyrights and other proprietary intellectual property rights associated therewith, become the sole property of the Organization upon submission. Entry Materials will not be acknowledged or returned to any entrant. Without limiting any of the above, each entrant (and his/her parent or legal guardian) acknowledges that the Organization will own all rights to use, modify, reproduce, publish, publicly perform, publicly display, publicly distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the world, in any manner or medium now existing or hereafter developed without notice to, approval of, or separate compensation of any kind to any entrant or any other person or entity. Entrant (and his/her parent or legal guardian) agrees to take, at Organization's expense, any further action (including, without limitation, execution of affidavits and other documents) requested by Organization to effect, perfect, confirm, evidence and/or record Organization's ownership rights in the Entry Materials as set forth above. Entrant (and his/her parent or legal guardian) reserves no right and releases any and all rights it may have, individually or collectively, to claim or disclaim authorship of the Entry Materials, prevent or demand the use of entrant's name as author of the Entry Materials, prevent or demand any modification of the Entry Materials which may be prejudicial to honor or reputation, and to prevent or demand destruction of the Entry Materials. Entrant (and his/her parent or legal guardian) acknowledges that this provision gives Organization the right to print each entrant's artwork on Organization's goods, displays and/or marketing materials that are distributed to the public in print and electronic form without notice or compensation of any kind to entrant.

8. All decisions of the Organization are final and binding.

9. Notification of Winners. Potential winners (and their parents or legal guardians) may be notified via telephone, email or mail. If the contest entry was submitted via email the winner will be contacted and instructed to submit a hard copy of the original artwork within two weeks of notification. If the Organization cannot reach the potential winners (and their parents or legal guardians) by telephone or email after three attempts, or if the Organization has not received the original artwork to include in the calendar within two weeks of notification, then the potential winner will be disqualified and another winner will be chosen.

10. Noncompliance with these Rules will result in disqualification of the winner and Organization will have no further obligation to such winner.

11. ENTER AT YOUR OWN RISK/RELEASE OF LIABILITY. BY ENTERING THIS CONTEST, YOU (AND, YOUR PARENTS OR LEGAL GUARDIANS) ACCEPT ALL RISK AND CONSEQUENCES OF ENTRY AND PARTICIPATION IN THIS CONTEST AND AGREE TO RELEASE AND HOLD HARMLESS ORGANIZATION, IT'S EMPLOYEES, OFFICERS AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CONSEQUENCES, LIABILITY, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INCREASED DAMAGES AND THOSE RELATED TO PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY) AND COSTS AND EXPENSES, OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING FROM OR RELATED TO THIS CONTEST, INCLUDING BUT LIMITED TO YOUR ENTRY AND PARTICIPATION IN THE CONTEST.

12. INDEMNIFICATION. BY ENTERING THIS CONTEST, YOU (AND YOUR PARENTS OR LEGAL GUARDIANS) AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES, COSTS AND LITIGATION EXPENSES) INCURRED BY ORGANIZATION AND ANY OTHER INDEMNIFIED PARTY ARISING OUT OF ANY CAUSE OR ACTION RELATED TO THE ENTRY OR PARTICIPATION IN THIS CONTEST, AND/OR THE REPRODUCTION, USE, PUBLICATION, DISPLAY, DISTRIBUTION OR OTHER COMMERCIAL OR NONCOMMERCIAL USE OF THE CONTENT (IN WHOLE OR IN PART) OF ANY ENTRY (OR ANY PORTION THEREOF) SUBMITTED BY YOU TO ORGANIZATION.

13. Use of Entrant's Name. By entry into this Contest, each entrant (and his/her parent or legal guardian) grants the Organization and its designers the right to use the entrant's first name, first initial of surname, their grade, and their school name without limitation, in connection with the reproduction, publication and display of Entry Materials on Organization's displays, website, printed or electronic media, advertising and promotional materials or in any other manner or media now or hereafter devised, and the winners list throughout the world in perpetuity, without further permission or additional compensation of any kind to entrant, even if the entrant is not selected as a winner for the contest.

14. General Conditions. Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed entries or drawings, all of which will be void. Released Parties are also not responsible for problems downloading any Contest related information or materials from the website or for any other technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any entry to be received by Organization on account of failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an individual's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the winners or in any Contest related materials.

15. Miscellaneous. Entrants (and their parents or legal guardians) agree to be bound by these Rules and by the decisions of the Organization and/or judges, which are final and binding in all respects. Organization reserves the right to change these Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest at any time, in its sole discretion, including if viruses, bugs, unauthorized human intervention, fraud, technical difficulties or other causes affect the administration or security of the Contest, and, if terminated, at Organization's discretion, determine the winners from among all non-suspect, eligible entries received up to time of cancellation using the judging procedure outlined above. Entrants who violate these Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Organization, the Contest or any other entrant (in each case as determined in Organization's sole discretion) are subject to disqualification from entry in the Contest. Organization reserves the right to disqualify any entrant and void all associated entries if entrant's eligibility is in question or if entrant is tampering with the entry process or the operation of this Contest, or intending to annoy, abuse, threaten or harass any other entrant, Organization or any of its representatives, or is otherwise in violation of these Rules. If you have any questions about these Rules or the Contest, please send them in writing to SDAPCD, Attn: SDAPCD 2027 Art Contest, 10124 Old Grove Rd., San Diego, CA 92131 or via email to apcdoutreach@sdapcd.org