

Touching Heart's Art with Heart Youth Art Contest 2022

KEY DATES AT A GLANCE

Contest Period opens January 24, 2022
Contest Period closes February 12, 2022
Facebook Live Event/Announcement of winners February 15, 2022 at 6pm

SPONSOR AND ADMINISTRATOR: The "Art with Heart" Youth Art Contest ("Contest") is sponsored by Touching Heart, PO Box 710282, Herndon, VA 20171 ("Sponsor").

- A. ELIGIBILITY.** The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are the age of majority in their state of residence and who are parents or legal guardians of children between the ages of four (4) and seventeen (17) years of age at the time of entering ("Participant"). Eligible entries are those created by the Participant's child (referred to herein as "Applicant"). Void wherever prohibited by law.
- B. HOW TO ENTER.**
- 1. CREATE AN ARTWORK:** Applicant creates an original drawing by hand using medium such as crayons, color pencils, ink pens, markers, watercolor and/or acrylic paint ("Artwork").
 - 2. REGISTER FOR THE CONTEST:** Artwork, together with a completed "Registration," is collectively called a "Submission." Complete online Registration at <https://touchingheart.com/event/artwithheartcontest>.
 - 3. SEND SUBMISSION BY EMAIL:** Submissions will be accepted by the Contest from January 24, 2022 through February 12, 2022 ("Contest Period"). A digital photograph of the Artwork must be emailed to info@touchingheart.com with the following: Participant's name and email (if applicable), and Applicant's full name and email. All Submissions must be received no later than February 12, 2022 ("Deadline") or the Submission may not be reviewed.
- C. ARTWORK REQUIREMENTS.** Artwork must meet the following requirements to be eligible (note: any Artwork that does not meet these requirements is ineligible for consideration in the Contest):
1. Artwork must be created entirely by hand using crayons, color pencils, ink pens, markers, watercolor or acrylic paint.
 2. Artwork may not contain content that is lewd, obscene, disparaging, defamatory, libelous, or otherwise containing inappropriate content or objectionable material as determined by Sponsor, in its sole and unfettered discretion.
 3. Artwork must be an original design created solely by the Applicant and must not infringe any copyright, trademark, privacy, publicity or other intellectual rights of any person or entity.
 4. Artwork must not contain any commercial content or logos other than that of Sponsor.
 5. Artwork cannot have been previously published, won previous awards, exhibited, or displayed publicly (i.e., disclosed beyond Applicant's immediate circle of friends and family) through any means.
 6. Artwork may not contain any material or elements that are not owned/created by Participant or Applicant and/or that are subject to the rights of any third parties.

By submitting a Submission, the Participant agrees that Artwork created solely by the Applicant conforms to these Official Rules and Sponsor may, in its sole discretion, disqualify the Submission for any reason at any time, including if the Submission fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

Also, by submitting a Submission, on behalf of the Applicant, Participant hereby grants permission for Artwork to be posted online by Sponsor on its website and social media networks, and otherwise used for commercial or non-commercial purposes. Participant and Applicant agree that Released Parties (as defined below) are not responsible for any unauthorized use of the Applicant's Artwork by any third parties.

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- D. JUDGING CRITERIA and PROCESS.** All eligible Artwork received by Sponsor will be separated by age of the Applicant into three (3) age categories: 4-8 years; 9-11 years; and 13-17 years (each a "Category") and judged by a panel of qualified judges ("Judges"), as determined by Sponsor, based on the following criteria:
1. Concept (33.4%): Does the Artwork include a heart and express an idea of compassion?
 2. Uniqueness (33.3%): Is the theme of the Artwork from the Applicant's age-appropriate point of view? Is the design set apart from winning designs of past years?
 3. Artistry (33.3%): The Artwork's design will be rated by composition, coloring, and technique.

The top three (3) Applicants in each Category (for a total of nine) whose Artwork receives the highest scores (each a "Score") will each be deemed a "Contest Winner," as further clarified below. In the event of a tie, the tied Artwork will be re-judged using the criteria above until the tie is broken. Sponsor reserves the right to choose fewer than the stated number of potential Contest Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

- E. CONTEST WINNERS NOTIFICATION.** Contest Winners are expected to be notified by the Sponsor via email no later than February 20, 2022 (subject to change). Decision of Judges and Sponsor are final and binding on all matters related to the Contest. After notification, Contest Winners will be emailed two (2) release forms, which must be completed, signed and returned to the Sponsor. Any other documents that may be required by Sponsor must be completed and returned for the Applicant to receive his/her Prize.
- F. CONTEST PRIZES.** Limit one (1) Prize per Participant/Applicant in connection with this Contest. The Prize will be awarded to Participant on behalf of the Applicant. For each Category, the Contest Winner with the highest Score will each receive \$200. For each Category, the Contest Winner with the second highest Score will receive \$100. And, for each Category, the Contest Winner with the third highest Score will receive \$50. Additionally, each Contest Winner will receive an Award certificate.
- G. USE OF ALL ARTWORK.** By submitting a Submission, each Participant and Applicant hereby grant to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and non-exclusive license to use, publish, modify, edit, transmit and distribute the Artwork, including, without limitation, except where prohibited by law, the names and likenesses of any persons or locations embodied therein, and Participant's and Applicant's names and likenesses in any and all media now known or hereafter devised, worldwide, in perpetuity for Sponsor's advertising and promotional purposes without compensation, permission or notification to Participant, Applicant or any third party.
- H. GENERAL CONDITIONS.** By participating, each Participant agrees (on behalf of themselves and Applicant): (a) to abide by these Official Rules and decisions of Judges and Sponsor, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge, indemnify and hold harmless Sponsor, its affiliates and subsidiaries; and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from and against any and all claims, costs (including attorneys' fees), fines, injuries (up to and including bodily injury and death), liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from (i) Participant's or Applicant's participation in the Contest or any Contest-related activity; (including travel to/from any Contest activity); (ii) the acceptance, possession, use or misuse of any Prize (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or Prize; and (c) except where prohibited by law, to the use of Participant's and his/her Applicant's names, voices, performances, photographs/videos, images and/or likenesses for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide, including, but not limited to, on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from Participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.