

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

## 2025 United Way Bay Area 211 Art Contest - Official Rules

**PROMOTION:** 2025 United Way Bay Area 211 Art Contest (the "211 Art Contest") begins on January 6, 2025 at 12:01 a.m. and ends on February 28, 2025 at 11:59 p.m. Pacific Daylight Time (the "Entry Period"). The sponsor of the 211 Art Contest is United Way Bay Area ("UWBA").

**WHO MAY ENTER:** 211 Art Contest is open to San Francisco Bay Area residents, over 18, residing within the following eight counties of the San Francisco Bay Area, California: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, and Solano. UWBA, and its respective employees, directors, and officers (collectively, the "UWBA Partners") are not eligible to enter the 211 Art Contest. The 211 Art Contest shall be staged in compliance with all applicable federal, state, and local laws and is void where otherwise prohibited.

**HOW TO ENTER:** To enter, go to the [www.uwba.org/211artcontest](http://www.uwba.org/211artcontest) (the "Contest Website") during the Entry Period, and submit your information and artwork according to the requirements detailed on the Contest Website. The entry must fulfill all 211 Art Contest requirements, as specified, to be eligible to win a prize. Entrants may not submit more than one entry. Entries that are not complete or do not adhere to the Official Rules may be disqualified at the sole discretion of UWBA. If an entry was developed by more than one person, only the entrant who submitted the entry into the 211 Art Contest may be awarded a prize(s). 211 Art Contest entrants may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the Official Rules. Use of fraudulent methods or otherwise attempting to circumvent the Official Rules shall be grounds for immediate removal and ineligibility from the 211 Art Contest, at the sole discretion of UWBA.

All submissions must be received by the deadline of February 11, 2025. UWBA is not responsible for late or unsuccessful attempts to enter. UWBA reserves the right to allow for minor fluctuations between the entrant's timing device and the actual runtime of the submission on the Submission Website, based on clear intent to comply with the Official Rules, as determined in UWBA's sole discretion. The entrant should be able to provide on request all appropriate clearances, permissions and releases for the submission(s), including releases from the submitting entrant and any third parties appearing in the submission. Incomplete, corrupted, untimely or unintelligible entries may be disqualified. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, corrupted or otherwise destroyed, entrant's sole remedy is another entry in the 211 Art Contest. UWBA reserves the right to determine in its sole discretion which entries have satisfied the entry requirements.

**ODDS OF WINNING:** The odds of winning will depend on the number of Qualified Entries received per Submission Category.

## REQUIREMENTS OF ENTRIES:

Requirements of Entries: By submitting an Artwork Entry (“Entry”) you agree that it conforms to the guidelines and content restrictions below and that UWBA, in its sole discretion, may disqualify your Entry from the 211 Art Contest if it believes such Entry fails to conform. Your Entry must comply with the following and by entering you represent, warrant and agree that:

- 1) Your Entry is created by you and is not infringing on any other copyrighted work and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
- 2) Your Entry must be submitted under your legal name. Double entries submitted under an alias with the intent to mislead the UWBA will result in the participant’s disqualification from the 211 Art Contest.
- 3) Your Entry does not depict any recognizable person for whom you have not received permission to enter such person in the 211 Art Contest and does not infringe upon the publicity rights of any third party, and you have received the requisite permission/consent to use the Photo from anyone who has any rights to the Photo.
- 4) Your Entry must not disparage the UWBA, or any other person or party affiliated with the 211 Art Contest, in UWBA’s sole discretion.
- 5) Your Entry must not contain material that UWBA deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- 6) Your Entry must not contain material that UWBA deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- 7) The Entry must not contain material that is unlawful, in violation of or contrary to any applicable laws or regulations.
- 8) Artwork may incorporate generative AI tools for enhancement but must be based on the artist's own original work. Submissions that are entirely AI-generated will not be considered. By entering, you represent and warrant that your Entry (and UWBA’s use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state or local laws, regulations or ordinances. You further represent and warrant that you have secured the requisite consent from any person referenced or appearing in your Entry. To the extent that anyone under the age of eighteen (18) appears in a photo, you represent and warrant that the minor's parent or guardian has consented to the minor's appearance in the video and the public display of the video. UWBA reserves the right in its sole discretion to disqualify any entry that it believes violates any of the Requirements, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the 211 Art Contest. UWBA reserves the right to contact the artist, their parents/guardians, school staff, or relevant parties to seek support services for artists if UWBA has reason to believe that a submission indicates active self-harm or violence towards others. Entrants will retain copyright in their submission, but each entrant grants to UWBA and UWBA Partners an exclusive, irrevocable, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, modify, perform, create derivative works, transmit and disseminate the submission, and all attachments, in all media or platforms whether now or any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity,

without compensation or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Entrant also waives any and all moral rights in the submission with respect to any use by UWBA or UWBA Partners.

**AGREEMENT TO RULES:** By participating in the 211 Art Contest, you unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of UWBA, which shall be final and binding in all respects. The Official Rules may have additional rules located on the webpage for the 211 Art Contest, which supplement or supersede parts of these Official Rules. Any reference in these Official Rules to "Official Rules" with respect to the 211 Art Contest shall be deemed to be a reference to these Official Rules for the 211 Art Contest, taken as a whole. In the event of any conflict or inconsistency between these Official Rules and the rules or other information provided on the contest webpage, the rules or such other information posted on the contest webpage shall govern. UWBA is responsible for the collection, submission or processing of entries and the overall administration of the 211 Art Contest. Entrants should look solely to UWBA with any questions, comments or problems related to the 211 Art Contest. UWBA may be reached by email at [marketing@uwba.org](mailto:marketing@uwba.org).

**JUDGING & WINNER DETERMINATION:** A team of qualified judges selected by UWBA (the "Judges"), will select from the Qualified Entries (as defined below) based on certain factors determined by UWBA and award \$3,000 to two qualified winners: People's Choice Award (\$1,500 USD); and UWBA Judge's Award (\$1,500), which shall be awarded at the discretion of UWBA. Without limiting the preceding sentence, the judging criteria for the 211 Art Contest shall be a points system based on: (1) originality and concept; (2) expressive impact and communication; (3) technique and execution; and (4) overall creative synthesis. The entries must first satisfy the qualification round (the "Qualification Round") wherein submissions are vetted for meeting submission and formatting guidelines. Upon satisfaction of the Qualification Round, the top 25 Qualified Entries with the highest point rankings from the Judges are referred to in these Official Rules as the "Finalist," and will be eligible as a final selection, subject to the other provisions of these Official Rules, to receive the prize(s) designated for such place of finish in the Official Rules. Finalists' submissions will be presented online on the contest website for the People's Choice Award and open to public voting. The submission with the largest number of votes will be deemed the People's Choice Award. The Judges shall select a winner for the UWBA Judge's Award, from the Finalists based on the criteria presented above. All decisions of the Judges are final.

**WINNER NOTIFICATION & ANNOUNCEMENT:** The potential Prize Winner(s), as determined by the Judges and public voting, will be notified by e-mail provided on or about February 26, 2025 and will be required to respond (as directed) to the notification attempt. Winners must provide a W-9 to UWBA to claim prize money. Prize(s) shall be awarded on or around March 31, 2025. The failure to respond to the notification may result in forfeiture of participation in the 211 Art Contest and, in such case, UWBA may select an alternate Winner(s) according to the Judges' results. The potential Winner(s) must have agreed to the Affidavit of Eligibility and

Liability/Publicity Release (the "Affidavit") upon submission of their Entry, and any other documents as required by UWBA within seven (7) business days of notification.

**PRIZES:** UWBA shall also award \$1,500 to UWBA Judge's Award and \$1,500 to the People's Choice Award. The total approximate retail value or "ARV" of all available prizes in the 211 Art Contest: \$3,000 USD. The specifics of the prize(s) shall be solely determined by UWBA. No cash or other prize substitution is permitted except at UWBA's discretion. All prizes are non-transferable. Any and all prize related expenses, including, without limitation, any and all federal, state, and/or local taxes shall be the sole responsibility of the Prize Winner. UWBA does not make any warranties, express or implied, as to the condition, fitness or merchantability of the prizes.

**RIGHTS IN SUBMISSIONS:** By participating in the 211 Art Contest and submitting entries, you authorize UWBA, UWBA Partners, and any entities affiliated or in privity with UWBA to utilize, for eternity and in any manner they see fit, the submission submitted to UWBA, and to make derivative works from such materials solely in connection with the 211 Art Contest and UWBA's lawful business purposes (i.e., to create promotional materials). You release UWBA and UWBA Partners from any and all claims or liability (now known or hereafter arising), including, but not limited to, any claims for defense and/or indemnity, in connection therewith. You agree and acknowledge that participation in the 211 Art Contest, including, without limitation, your decision to provide your submission to UWBA for purposes of the 211 Art Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between UWBA and you, does not place UWBA in a position that is any different from the position held by members of the general public with regard to elements of the your submission, and that the only contracts, express or implied, between UWBA and you are as set forth in these Official Rules and the release forms.

By participating in the 211 Art Contest and submitting entries, you hereby grant permission for UWBA and UWBA Partners to use your name and likeness for the purpose of advertising, trade and promotion without further notice, permission, or compensation in any and all media now known or hereafter developed throughout the universe. Except as required by law or permitted pursuant to these Official Rules, UWBA will not share your personal information with any third parties.

**TERMS:** UWBA reserves the right, in its sole discretion to cancel, terminate, modify or suspend the 211 Art Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the 211 Art Contest. In such case, UWBA may select the recipients from all eligible entries received. UWBA reserves the right at its sole discretion to disqualify any entrant who tampers or attempts to tamper with the entry process, the operation of the 211 Art Contest or the Submission Website and/or violates these Official Rules. UWBA has the right, in its sole discretion, to maintain the integrity of the 211 Art Contest.

**INDEMNIFICATION; LIMITATION OF LIABILITY:** By entering, you agree to release and hold UWBA and UWBA Partners harmless from any liability, injury, loss, litigation, claim or damage of any

kind to persons or property, in whole or in part, directly or indirectly, arising out of or related to (i) your participation in the 211 Art Contest and/or your acceptance, entry submission, possession, use or misuse of any prize or any portion thereof, (ii) the use of your (or any third parties included in your submission(s)) name and likeness for advertising, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by UWBA, without compensation or additional consents from you or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so; (iii) technical failures of any kind, including, but not limited, to the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (v) unauthorized human intervention in any part of the entry process or the 211 Art Contest; (vi) electronic or human error which may occur in the administration of the 211 Art Contest or the processing of entries. Under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, punitive, incidental, exemplary, indirect, special or consequential damages, or any other damages, whether foreseeable or not and whether based on negligence or otherwise, including attorneys' fees.

**GOVERNING LAW:** The 211 Art Contest is governed by and subject to the laws of California, and all disputes will be decided in accordance with the laws of the state of California, notwithstanding any provisions concerning choice of law. The parties consent to the jurisdiction of the state courts of California and federal court located with such state and county with respect to any action, dispute, or other matter pertaining to or arising out of this Contest.

**PRIVACY POLICY:** By entering the 211 Art Contest, you grant UWBA permission to share your email address and any other personally identifiable information with the other UWBA Partners for the purpose of administration and prize fulfillment. To the extent that UWBA publicly discloses a winners list, if any, such winners list will only include a winner's first name and first initial of last name, unless such winner(s) choose to remain anonymous.

**OFFICIAL RULES:** To obtain a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to UWBA. To the extent applicable, the 211 Art Contest shall be in compliance with California Business and Professions Code § 17539.2.