

## **Anime Expo 30<sup>th</sup> Anniversary Fanart Contest Rules**

These Contest Rules set out the rules ("Official Rules") that govern the Anime Expo 30<sup>th</sup> Anniversary Fanart Contest ("Contest").

### **1. Term:**

The Contest begins September 10, 2020 at 11:00 a.m. PDT and ends October 12, 2020 at 11:59 p.m. PDT.

Entries must be submitted using the online entry form on the Anime Expo website by October 12, 2020 at 11:59 PM PDT.

Public voting will begin September 14, 2020 and end October 21, 2020 at 11:59 PM PDT.

### **2. Eligibility:**

Individuals affiliated with The Society for the Promotion of Japanese Animation ("SPJA" or "Sponsor") or Graphixly ("Prize Provider"), including employees and their immediate families (children, parents, siblings, and spouses) and others living in their households are not eligible for any prize. SPJA will determine winners' eligibility in its sole discretion.

The Contest is open to all individuals 13 years old and older. All Entrants at least 13 years old, but under the age of majority in the jurisdiction in which they live (a "Minor") must have the permission of a parent or legal guardian to register for, submit an Entry, and participate in the Contest.

### **3. Entry Submission Requirements:**

Submit one (1) Anime Expo-themed fan art in a minimum resolution of 1080 x 1080 pixels in any drawing technique ("Design") and requested information online through our website at <https://woobox.com/esxv3t>. Each individual Design and contact information will be referred to as an "Entry." One Entry per person accepted. If the Entrant submits more than one Entry, all extra applications except for the first application will be rejected.

OPTIONAL: Provide a link, handle, or profile name to your own social page or art page so that we can tag you and promote your work on our social media networks (Twitter and/or Instagram username).

### **4. Judging:**

Entries will be judged on the art piece's interpretation of the theme, originality, and composition/technique. All decisions of the judges are final.

Upon approval, entries will be added to an online gallery for public view and voting. The voting period to determine the Fan Favorite winner will be October 14 -21, 2020. Winners will be announced on the Anime Expo website and social media channels on or after October 26, 2020. Contest winners will be notified via the e-mail address provided at the time of entry.

The contest organizers reserve the right to disqualify entries which do not conform to the stated contest rules and criteria.

## **5. Prizes:**

Five (5) prizes will be awarded as follows to the selected entrants ("Selected Entrant"):

- Best Overall: Clip Studio Paint EX (ARV: \$219.00)
- Best Interpretation of Theme: Clip Studio Paint EX (ARV: \$219.00)
- Fan Favorite: Clip Studio Paint PRO (ARV: \$50.00)
- Two (2) Judges' Choice Awards: Clip Studio Paint PRO (ARV: \$50.00 each)

All prizes are awarded "as is" and non-transferable. No substitution, transfer, or cash redemption of the Prize is permitted, provided however that Sponsor reserves the right to substitute the Prize with another prize of equal or greater value should the advertised Prize become unavailable for any reason. The Selected Entrant cannot assign or transfer Prize to another person or business. In case applicable law prohibits the Sponsor from awarding an entrant any prize, the Sponsor may award the prize in name only.

Selected Entrants are solely responsible for any and all federal, state, and local taxes on prizes. All activities related to the Prize are at Selected Entrant's own risk and subject to whatever restrictions are imposed by the entities that govern such activities. Selected Entrants may be issued an IRS Form 1099 for the ARV of any awarded Prize.

## **6. Notification of Winners**

Winners will be contacted via the email address provided up to three (3) times over the 72-hour period following the winner announcement on the Anime Expo website and social media channels. If the potential winner cannot be reached during the 72-hour period in which he/she is contacted, such potential winner will be disqualified.

Sponsor will reserve the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any. With respect to each winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry and is otherwise eligible to enter the Contest.

## **7. Conditions of Entry**

All entrants also agree to release, discharge, indemnify, and hold harmless Sponsor and the Released Parties from and against all claims of any nature arising in connection with

entrant's participation in the contest and acceptance or use of a prize. The Sponsor and the Released Parties are not liable for any costs, damages, injuries, or other claims incurred as a result of entrants' participation in the contest or winner's acceptance and usage of a prize. The Sponsor and the Released Parties are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or causes beyond their control. Entrants are solely responsible for their entries. Entrants may not submit materials that introduce any software viruses, worms or other programs designed to damage software, hardware or telecommunications equipment or are off-topic, partisan-political, contain advertising, nudity, personal attacks or expletives, or is otherwise abusive, threatening, unlawful, harassing, discriminatory, libelous, obscene, false, sexually explicit, or that infringes on the rights of any third party.

The contest is void where prohibited or restricted by law. Sponsor reserves the right to cancel the contest or modify these rules at its discretion. In the event of a dispute regarding the winners, SPJA reserves the right to award or not award the prizes in its sole discretion. Sponsor reserves the right to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person.

Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor or the Released Parties will be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules will not constitute a waiver of that provision. As a condition of participating in this Contest, each Entrant waives any right to participate in a class action or have a trial by jury for any litigation directly or indirectly arising out of, under or in connection with the Contest.

By submitting an Entry, you represent and warrant that: except for any SPJA content or intellectual property from which you may have taken inspiration to create your Entry,

- (i) you own the Entry or otherwise have obtained all required rights, consents, permissions, and clearances necessary to grant the license set forth in Section 8 below
- (ii) if the Entry includes images of you and others, you have secured from each of the others all required rights, consents, permissions and clearances necessary to grant the license set forth in Section 8 below;
- (iii) your Entry does not violate any third-party rights, including intellectual property rights
- (iv) submitting your Entry to SPJA and any use thereof by SPJA will not violate any third-party rights, and
- (v) you will provide to SPJA, at SPJA's request, written confirmation that you have obtained all required rights, consents, permissions and clearances referenced in (i) and (ii) above.

You agree to pay all royalties, fees, and any other monies owed to any third party by reason of any Entry submitted by you. You acknowledge that you do not own the rights

to any Anime Expo characters, creative asset, or other intellectual property, from which you may have taken inspiration to create your Entry, and that such remains the property of SPJA.

## **8. License to SPJA**

By submitting an Entry, each Entrant agrees to be bound by these Official Rules and irrevocably grants SPJA and its respective successors, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free right and license to publish, reproduce, or publicly display your Entry in whole or in part, in connection with this fanart contest and in any Anime Expo fanart gallery in any media format and through any of the Sponsor's website, social media accounts, or other activities (collectively, the "Uses"), and use your name, city, state/country of residence, social media handle, or other information supplied by you ("Personal Information") to identify your Entry in the Uses, without any further compensation, permission, notification, or obligation of attribution. You understand that the Uses licensed to SPJA may include: public display in an SPJA event gallery, public display on SPJA websites or social media, and display in non-promotional printed materials such as the Anime Expo program guide.

## **9. Personal Information**

Contest data is handled by SPJA and is subject to the privacy policy located at <https://www.anime-expo.org/legal/>. Names, email addresses, and social media handles of Entrants to this Contest will be used for the following purposes by SPJA:

- For selection and notification of a winner; and
- Online or in print publication in connection with this Contest. (First name and last initial or social media handle)

In addition to the above purposes, we store your personal data included in emails sent or received by our email address (marketing@anime-expo.org) for archival purposes, which is for our legitimate interests in keeping an archive of our general correspondence.