

# ANIME EXPO

Los Angeles Convention Center



# 2011

July 1 - 4

## Art Show Contest

If there are any questions or to submit this form, please e-mail [artshow@anime-expo.org](mailto:artshow@anime-expo.org).

**1. Contest Description.** The 20th Anniversary SPJA character contest (the “**Contest**”) is designed to encourage eligible U.S. And international Artists (“**Entrant(s)**”) to use their creativity to create their own interpretation of the SPJA Mascots. Judges will choose the winning entries and prizes will be awarded in accordance with these Official Rules.

**2. Sponsor.** The Contest is sponsored by the Society for the Promotion of Japanese Animation (“**SPJA**”), a California corporation with principal place of business at 1733 South Douglass Rd, Suite F, Anaheim CA, USA.

**3. Binding Agreement.** In order to enter the Contest, you must agree to these Official Rules (“**Rules**”). The Rules consist of: (i) the terms and conditions on this page and (ii) the Entry Form (“**Contest Materials**”). If you are a minor, you must obtain the prior permission of your parent and/or legal guardian, who must agree to these Rules on his/her and your behalf before you can enter this Contest. Because these Rules form a legally binding agreement with respect to this Contest, please read them carefully. If you do not agree to the Rules, you are not eligible to participate in the Contest or to win any of the prizes. You agree that registration for this Contest and/or a submission of an entry in the Contest constitutes your agreement to these Rules.

**4. Eligibility.** The Contest is open to all artists of any age in the 50 United States and the District of Columbia excluding U.S. territories. Registration opens **April 1, 2011**. Registration ends **May 2, 2011 at 11:59:59 P.M. Pacific Time (PT)**. Only one entry per Entrant is allowed. In the case of duplicate or multiple entries from the same Entrant, then the first entry to arrive at the designated submission address (as determined by the “received by” date) will be accepted as the entry into the Contest. Internet access is required to register for the Contest. At the time of submission of an entry, each Entrant must: (i) be a U.S. citizen or a permanent U.S. legal resident (e.g., must be able to show proof of legal permanent residence, for example, a “green card”); (ii) if necessary, have obtained his or her parents’ or legal guardians’ prior permission and have agreed to be bound by these Rules on the Parent Consent Form. Employees, interns, contractors, and official office-holders, as well as their immediate families, of the SPJA, its affiliates, and any representatives or agencies of SPJA or other persons professionally connected with the Contest are not eligible to participate. The National Winner and the three (3) National Finalists from previous years are eligible to enter, but are not eligible to receive the National Winner or National Finalists prizes. This Contest is void where prohibited.

**5. Contest Period.** The Contest begins on **April 1, 2011 at 6:00:00 A.M. Pacific Time (PT)**. The Contest ends on **May 2, 2011 at 11:59:59 P.M. Pacific Time (PT)**

**6. Who Can Register.** All US citizens and parents or legal guardians of US minors. Teachers and programs, in addition to parents or legal guardians of children enrolled in U.S. Schools, are eligible to register and submit entries on behalf of eligible Entrants (“**Authorized Registrants**”) as defined by these Rules.

**7. How To Enter.** The registration period on the contest for SPJA website (<http://www.animeexpo.org/art-show-contest/>) (“**Contest Website**”) ends on **May 2, 2011 at 11:59:59 P.M. Pacific Time (PT)**. Contest Materials and instructions are posted on the Contest Website. Submissions must be sent by mail or by courier service (Fed Ex, UPS, etc.) to the addresses indicated below. Submissions sent by mail must be sent to the following address:  
Submissions sent by mail must be sent to the following address:

**Art Contest SPJA 2011  
C/O Teresa Bonomini  
1733 South Douglass Rd, Suite F  
Anaheim CA, 92806**

Entries sent by means other than mail or courier service or by anyone other than Authorized Registrants will not be considered eligible entries. Submissions must be: (i) complete (as determined by SPJA); (ii) in English (unless otherwise specified); (iii) postmarked by **April 30, 2011 by 11:59:59 P.M. Pacific Time (PT)**; and (iv) received no later than **May 2, 2011, by 11:59:59 P.M. Pacific Time (PT)**. Any submission not meeting the aforementioned criteria will be disqualified. SPJA accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused.

**8. Conduct.** By entering the Contest, you and your Authorized Registrant agree to comply with and be bound by the Rules, which will also be posted on the Contest Website. Failure to comply with these Rules may result in your disqualification from the Contest. You further agree to comply with and be bound by the decisions of the judges, which are final and binding in all respects. SPJA reserves the right in its sole discretion to disqualify any Entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Contest; (2) violating the Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any SPJA property or service; (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (5) failure to provide documentation verifying U.S. citizenship or permanent U.S. residency. Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, ownership of rights or non-compliance with the Rules may result in the immediate disqualification of an Entrant from the Contest. SPJA further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion, infringes upon any third party right, violates any law or otherwise does not comply with these Rules.

### **Contest Rules**

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY PROPERTY OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPJA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. Judging and Selection of Winners.** Entries will be judged by SPJA employees and a panel of independent "**Guest Judges**" based on the following judging criteria:

- (i) artistic merit
- (ii) creativity
- (iii) communication of the Contest theme
- (iv) whether the submission adheres to these Rules

Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a winner is not able for whatever reason to accept his or her prize, then SPJA reserves the right to award the prize to another Entrant. Submissions will be divided into four groups for judging:

- (i) 8 and under
- (ii) 9-13
- (iii) 14-17
- (iv) 18+

### **10. Prizes**

Honorary Mentions will receive free show space in the Art Show (\$10 value)

3rd Place will receive a trophy (\$5-\$20 value), a set of graphite pencils (\$10 value), card stock paper (\$10 value), two 4-day passes (up to \$150 value) to the convention and all items mentioned in the Honorable Mentions. Passes to the convention can be postponed up to three years.

2nd Place will receive professional art pens and markers (\$20 value) plus all items mentioned in the 3rd place category.

1st Place will receive a prize package from Copic (\$80-\$100 value), if 15 or older an Artist Alley

Table (\$150 value) and all items in the 2nd place category. If 14 or younger an additional two 4-day passes to the convention (up to \$150 value)

Grand Prize will receive an official AX t-shirt with their image on it (\$10 retail value) and their image printed in the 2011 program (\$20 value) as well as linking to their on-line portfolio or special mention on the Artist Alley/Art Show webpages.

Additional Prizes may be added without notification.

**11. Media Activity:** By participating in this Contest, you agree and hereby grant SPJA permission to use, copy, modify, distribute, and publicly display your Contest submissions for any purpose, such as, but not limited to, press and media communications, without any compensation or attribution to you. You also agree to participate in any media or promotional activity regarding the Contest. If you are a the Grand Prize Winner, one of the four (4) 1st place winners, one of the four (4) 2nd Place Winners or one of the four (4) 3rd Place Winners, you agree that SPJA may use your name and likeness to administer and promote the Contest and to conduct media interviews and promotional events.

**12. Privacy Notice.** By participating in this Contest, you agree that SPJA can collect your personal information, and that if SPJA cannot collect the required data, you may not be eligible to participate in the Contest. Any personal information collected during the course of the Contest by SPJA will only be used for administering this Contest and for other purposes as outlined in these Rules, and will be subject to the practices described in the SPJA Privacy Policy located at <http://www.anime-expo.org/guides/legal-and-privacy-policies/> You will have the right to access, review, rectify or cancel any personal data held

by SPJA by writing to SPJA (Attention: Privacy Matters) at the SPJA address listed in Section 2.

**13. General Conditions.** This Contest is governed by the laws of the State of California, United States. All federal, state and local laws and regulations apply. By participating in this Contest, you agree to be bound by the terms of these Rules and by SPJA's decisions, which are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted within five (5) business days of attempted first notification will forfeit his or her prize. Potential prize winners may be required to sign,

notarize, and return an affidavit or declaration of eligibility, a liability/publicity release, an I.R.S. Form W-9, within three (3) business days and provide any additional information that may be required by SPJA. Failure to comply within this time period may result in disqualification and selection of an alternate winner. SPJA 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. Entrants certify that their submission is original, the submission is drawn without any help from an adult, and that they are the sole and exclusive owner and rights holder of the submitted submission (or if they are not sole and exclusive owner and rights holder of the submission, that they have obtained the necessary permission to include the submission in the Contest) and that they have the right to submit the submission in the Contest. Each entrant agrees not to participate in the Contest in any manner that might: (i) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violate applicable law in any countries in the world.

**14. No Recourse to Judicial or Other Procedures.** To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights.

**15. LIMITATIONS OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED SPJA AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP INDEMNIFIED SPJA AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH SPJA WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NONOBSERVANCE, ACT OR OMISSION WHETHER

NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD SPJA, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE CONTEST AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.

**16. Third Parties.** SPJA is not responsible for the policies, actions, or inactions of others, including Entrant's parents or legal guardian or representatives from U.S. Schools that might prevent the Entrant from entering, participating, and/or claiming a prize in this Contest.

**17. Intellectual Property.** By registering for the Contest and/or submitting an entry you agree explicitly that all components of your artwork and supporting statement are indeed original creations. Any intellectual property infringement, misuse or plagiarism of another's work in any form or state will result in immediate disqualification and forfeiture of eligibility to receive all awards, recognition and prizes. You also agree to allow SPJA to make public statements regarding any disqualifications and any grounds for disqualification. All intellectual property and industrial property rights in any entries that belonged to the Entrants will remain with the Entrants, but the submissions will otherwise become the property of SPJA, and will not be returned after the Contest. You grant SPJA permission to use, copy, modify, distribute, and publicly display your Contest submission for any purpose, including display on the SPJA website, without any attribution or compensation to you.

**18. Internet.** SPJA is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. SPJA is not responsible for theft or destruction or unauthorized access to or alterations of Contest materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. SPJA is not responsible for inaccurate transmissions of or failure to display Contest materials on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, SPJA reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

**19. Severability.** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**20. Winner List.** The names of the winners will be posted on the Contest Website within one (1) week of the end of the Contest. © Copyright 2011. All rights reserved. SPJA and the SPJA logo are trademarks of SPJA Inc. All other company and product names may be trademarks of the respective companies with which they are associated.

I fully understand the above requirements and agree to abide by them.

Participant Print Full Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Parent or Guardian Signature if a minor: \_\_\_\_\_

Date: \_\_\_\_\_