

Official Rules

Audubon Mid-Atlantic's Samara Project is hosting an Artful Science Art Competition ("Competition") this summer! Entries are open from July 1st to July 31st. People of all ages can submit their art in one of four categories—1) recycled wood mural design, 2) plant tag label design, 3) nature-inspired poetry, and 4) terracotta pot sculpture (together "Artwork")—in order to communicate their love for PA's native plant and bird species as well as the importance of conserving them.

Entry Period:

1. Entries will be accepted from 9am on July 1st to 5 pm on July 31st (the "Contest Entry Period"). Entry into this Competition constitutes your acceptance of these Official Rules.
2. Entries will be displayed in our Partner Organizations' gallery spaces—Creative York and the Parliament—from August 2nd to August 14th.
3. Winners will be announced on or about August 9th.

Sponsor:

National Audubon Society Inc., through its Mid-Atlantic office, located at Wildwood Park, 100 Wildwood Way, Harrisburg, PA 17110 ("Sponsor" or "Audubon").

Who May Enter:

The Competition is open to all residents of Pennsylvania who are 13 years of age or older as of the date of Submission. Employees of the National Audubon Society, Inc., its officers, directors of its national, state and center boards, judges, and their immediate families (parents, children, siblings and spouses, regardless of where they reside) or those living in the same household (whether or not related) are ineligible.

Artwork Categories:

Eligible individuals (the "Entrant" or "You") may submit one Artwork in one of the following four categories ("Submission").

1. Recycled Wood Mural
 - a. A design for a mural; winning entries will later be implemented with paint onto recycled wood panels.
 - i. Murals may be as small as 4 feet in length and 2 ½ feet in height.
 - ii. Murals may be as large as 8 feet in length and 5 feet in height.
 - b. Designs may accompany winning poetry on the recycled wood.
2. Nature-Inspired Poetry
 - a. A poem inspired by nature and/or conservation.
 - b. May be painted onto wood to accompany the recycled wood mural.
 - c. Poems must be at least three lines but no longer than 26 lines.
 - i. The poem's title does not count as a line.
 - d. Poems can be written in any style.
 - e. Poems should not include your name or information.
3. Plant Tag Label Design
 - a. A design to be printed on plant tags for all of the native plant species in the garden.
 - b. Design must contain at least one of the native plant species in the gardens.
 - i. Refer to the "York Backyard Inspirations" page for a list of native species.
 - c. Design must fit the template and dimensions below.
 - i. Digital: 1400 x 2100 pixels (at 350 ppi).
 - ii. Physical: 4 x 6 inches.



Audubon | MID-ATLANTIC

SPECIES NAME

Scientific Name

Preferred Conditions

Light:

Soil:

Moisture:

Want this plant in
your garden? Scan
for more
information about
creating a bird-
friendly garden!



<https://pa.audubon.org/plants-birds>

Designed by: Artist Name

- iii. The text on the template will appear on every plant tag, but your design can fill the white space.
 1. Black text cannot be moved.
 2. Blue text can be moved where needed to fit design and the text color can change to match the design.

4. Terracotta Pot Sculpture

- a. Sculpture must be made from 80% terracotta pots.
 - i. Sculptures may use any combination of sizes.
- b. Sculptures must be inspired by a native bird species.
 - i. Refer to the ["York Backyard Inspirations"](#) page for a list of native species.

Entering:

1. Click the link below to enter.
2. Contestants must provide all required information to enter.
3. Entries must provide a digital copy (or photo) of their art to enter; physical entries are only required for the terracotta pot sculpture category.
 - a. Digital copies of art must be between 300 and 350 ppi resolution.
 - i. Digital entries are preferred, if unable to do so please contact Lily Richwine at lily.richwine@audubon.org.
 - b. Terracotta pot sculpture entries must be dropped off at The Parliament or Creative York by 5pm on July 31st.
 - i. The Parliament will accept sculpture drop offs every week from 12pm-5pm Wednesday through Saturday.
 - ii. Creative York will accept sculpture drop offs every week from 10am-2pm on Tuesdays, Thursdays, and Saturdays.

4. Contestants may only enter once per category.

No purchase necessary to enter.

Content:

1. Entries cannot contain inappropriate language or threatening, offensive, or abusive material.
2. Entries must be entirely original and cannot contain any copyrighted content.
 - a. Entries should depict a theme of nature with a specific focus on how plants, birds, and communities interact for the benefit of all.
 - b. Refer to the ["York Backyard Inspirations"](#) page for a list of native species.
3. A piece of original work can be submitted in any of the following media:
 - a. Drawing
 - b. Painting
 - c. Mixed-media
 - d. Digital

Judging:

No Entrant may win more than one prize. The decisions of the Judges and the Sponsor will be final. Winners will be contacted and confirmed by email on or about August 9, 2021.

Artwork will be judged on a scale of 15 points.

1. Mural and Plant Tag designs are scored on appropriate messaging, neatness, and visual appeal; each area has a minimum value of 1 point and a maximum value of 5 points.
2. Sculptures are scored on appropriate species, creativity, and visual appeal; each area has a minimum value of 1 point and a maximum value of 5 points.
3. Poems are judged on appropriate messaging, creativity, and functionality; each area has a minimum value of 1 point and a maximum value of 5 points.

There are two Judges per category—they will judge each piece individually and scores from both Judges will be averaged together for an Artwork's final score.

In the case of a tie, two new Judges will score the tied pieces and new averages will be assigned.

Artwork will be judged by local York artists and community members who are familiar with and connected to the City of York.

Winning and Prizes:

There are 41 Prizes available to be won.

1. Winners in the Recycled Wood Art category will need to be available in mid-late September to paint their designs (with assistance) in the gardens.
 - a. Contact for scheduling will be made via the email supplied on the entry form.
2. First, second, and third place winners will be chosen for each age group in each category.
3. Prizes for each category are listed in the tables below (there may be more to come!).
4. Every Entrant has a chance to win one \$10 Isaac's Gift Card or one \$50 Isaac's Gift Card.
 - a. Four winners will be chosen randomly for the \$10 Gift Cards.
 - b. One winner will be chosen randomly for the \$50 Gift Card.

The total ARV of all Prizes available to be won: \$2,300.14 USD.

If any Prize or Prize notification is returned as undeliverable, a winner declines his or her Prize, or a winner fails to comply with any of these Official Rules, that winner will be disqualified and an alternate winner may be selected by the Judges using the scoring procedure outlined above.

Winners are responsible for the payment of any taxes on Prizes.

Prizes will be awarded within 45 days of each winner being confirmed.

Odds of winning depend on the number of Submissions received. Any difference between the stated ARV and the actual value of the Prize will not be awarded.

General Conditions:

By submitting Artwork to the Competition, you agree to the following:

1. You represent and warrant that: a) You are the sole and exclusive author and owner of the Artwork and all rights therein; b) You have the full and exclusive right, power, and authority to submit the Artwork and to grant the Audubon the rights granted herein, including a worldwide copyright license, upon the terms and conditions set herein; c) No rights in the Artwork have been previously granted to any person, firm, corporation or other entity, or otherwise encumbered such that the prior grant would limit or interfere with the rights granted to the Sponsor herein; d) No part of the Artwork has been published by Audubon, including in Audubon magazine, on any portion of Audubon's website (www.audubon.org) (except Artwork published by you on Audubon's social media platforms may be submitted) and, e) No part of your Artwork defames or invades the privacy or publicity rights of any person, living or deceased, or otherwise infringes upon any third party's copyright, trademark or other personal or property rights.
2. You acknowledge that: a) Sponsor has the right in its sole discretion to disqualify any Artwork at any time if they determine that the Artwork is offensive, inappropriate, or contrary to the Sponsor's reputation, or that you or your Artwork has not complied with any of the Official Rules; b) Sponsor is not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, illegible, or delayed Submissions, for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, for human, mechanical, typographical, printing, electronic, or network errors, for errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of prizes, or any other errors, any of which may limit or affect your ability to participate in the Contest; c) Sponsor has the right to modify, suspend or cancel the Competition in the event that it becomes infected by a computer virus or is otherwise technically impaired, and to suspend the Competition, modify the Competition to address the impairment then resume the Competition in a manner that best conforms to the spirit of these Official Rules, and/or cancel the Competition in its entirety should tampering, unauthorized access, fraud, technical failures, acts of God, epidemics, or other causes corrupt the administration, security, fairness, or integrity of the Competition. If the Competition is suspended, Sponsor may select winners from the set of all non-suspect, eligible Submissions received up to the date of cancellation using the judging procedure outlined above; d) You may be disqualified from entering the Competition if it is determined by the Sponsor that you engaged in false or deceptive acts; e) Mass entries generated by script, macro or use of automated devices will be disqualified; f) By entering the Competition, you are not creating a confidential or fiduciary relationship with the Sponsor; g) Sponsor may itself create other

artwork, receive Submissions from other Entrants for this Competition, or receive Artwork from third parties in connection with Sponsor's customary business that are similar or identical to your Artwork in theme, idea, format or other respects. You waive any and all claims you may have now or may have in the future that your Artwork is substantially similar in theme, idea or format to any Artwork in Sponsor's possession; and, h) Sponsor and its designees have the right, unless prohibited under law, to use your name, city and state of residence, voice, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the Sponsor's goods and services and publicizing the Competition, in any manner or medium, now or hereafter known, worldwide and in perpetuity.

3. If any Artwork in your Submission contains any material or elements not owned by you, or which are subject to the rights of third parties, you are responsible, prior to submitting the Artwork, for obtaining any and all releases necessary to permit the use and exhibition of the Artwork in all the manners contemplated by these Official Rules, including, without limitation, permission to use the name and likeness of any person who appears or is identifiable in the Artwork. You may be required to provide proof of these permissions in a form acceptable to Audubon, and if you fail to provide such proof within seven days of request by Audubon, your Artwork will be disqualified.

4. You irrevocably grant to Audubon a non-exclusive, worldwide, royalty-free, perpetual license to use the Artwork in any manner related to Audubon's mission, including all associated use, reproduction, distribution, sublicense, derivative works, and commercial and non-commercial exploitation rights in any and all media now known or hereafter invented, including, but not limited to: a) all Audubon websites and blogs; b) any public space in York, Pennsylvania, including, but not limited to, local art galleries and public garden spaces; c) any slideshows, brochures, newsletters, articles, reports, calendars and publications; d) promotions and communications related to Audubon's mission; and e) physical and digital galleries and exhibitions of Submissions, including, but not limited to, exhibitions of Competition Submissions and/or Prize winners at Audubon offices, centers and sanctuaries. You may be required to execute any documents necessary to perfect such rights in the Sponsor.

5. You hereby release Audubon, its subsidiaries, affiliates and divisions, and its respective directors, officers, employees, and agents from any and all liability, loss or damage arising from or in connection with your participation or attempt to participate in the Competition, and/or the awarding, receipt, use or misuse of a Prize or participation in any Prize-related activities; from claims based on publicity rights, defamation or invasion of privacy; and from claims based on the infringement of or protection of the copyright in your Submission.

6. You agree to indemnify, defend and hold harmless the Sponsor against any claims by any third party related to a breach of any of these General Conditions, including, but not limited to, a claim of ownership of any copyright, trademark, or any personal or property rights, libel, defamation, invasion of privacy or right of publicity, or your failure to pay taxes on any Prize.

7. The Sponsor and its subsidiaries, affiliates and divisions, and their respective directors, officers, employees, attorneys, representatives and agents make no warranties, and hereby disclaim all warranties, express or implied, concerning the Contest and any Prize furnished or awarded in connection with the Competition, including, but not limited to, Audubon's ability to award a Prize due to its bankruptcy, insolvency or failure to continue its business. Without limiting the generality of the foregoing, prizes are provided "as is" without warranty of any kind, either express or implied, and the contest entities hereby disclaim all such warranties, including,

but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non infringement.

8. If your Artwork is determined by Audubon in its sole discretion to be ineligible at any time during or after the Competition Entry Period, that Artwork will be removed from the judging. If your Artwork is found to have been ineligible after it was awarded a Prize, you agree to return the Prize or the value of such Prize to Audubon immediately following notification of ineligibility. If you are disqualified by Audubon in its sole discretion for a violation of any of these Official Rules at any time during or after the Contest Entry Period, all of your Submissions will be disqualified from the Competition and, in the event that any of your Submissions were awarded a prize, you agree to return the Prize or the value of such Prize to Audubon immediately following notification of disqualification.

Privacy:

Personal information collected from online entries is subject to Audubon's Privacy Policy, which can be found at audubon.org/privacy-policy; provided that, in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules prevail. As a condition of entering the Competition, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Competition and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements.

Winner Confirmation:

Winners will be announced on or about August 9, 2021. All winners' names will be posted on the Samara Project website which can be found at <https://pa.audubon.org/conservation/artful-science-york>.

This Competition is void where prohibited by law. Competition is governed by U.S. law and subject to all applicable federal, state and local laws and regulations.