

HOLOCAUST CENTER WRITING, ART & FILM CONTEST 2020

OFFICIAL RULES

Important: Please read these Official Rules before entering this Contest (the “Contest”).
By participating in this Contest, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE IS NECESSARY TO ENTER THIS CONTEST. Contest void where prohibited by law.
Subject to applicable federal, state, and local laws.

1. Eligibility: The Contest is open only to legal residents of the states of Washington, Oregon, Idaho, Montana, and Alaska who are 9 to 18 years old at the time of entry, and whose parent or legal guardian agrees that the parent or legal guardian and entrant have each read, understood, and agreed to these Official Rules with the entry, and that such agreement constitutes acceptance of these Official Rules on behalf of the parent or legal guardian and entrant. Directors, officers, members, managers, and employees of Holocaust Center for Humanity (“*Sponsor*”), and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, sponsors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. Contest Period: The Contest starts at 12:00:01 a.m. Pacific Time (PT) on December 1, 2019 and ends at 11:59:59 p.m. (PT) on May 1, 2020 (the “*Contest Period*”). All entries must be received during the Contest Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Contest.

3. How to Enter: To enter, complete the following steps during the Contest Period:

(1) Visit <https://holocaustcenterseattle.org/programs-events/writing-art-film-contest> and choose one of the two prompts:

A. Creative (Respond in Writing, Art or Film):

- i. Look through the new “Survivor Encyclopedia: Washington State” to explore the video clips, photos, and artifacts of local Holocaust survivors;
- ii. Choose one local Holocaust survivor from the “Survivor Encyclopedia: Washington State” to focus your entry on;
- iii. Show how the story (or part of the story) of the local Holocaust survivor you chose impacts, affects, or inspires you

B. Argumentative (Respond in Writing or Film):

i. In a cohesive paper, write a letter to Governor Jay Inslee arguing in favor of mandating (requiring) Holocaust education in Washington State schools. Your response should include:

- ii. An analysis of why Holocaust education should be taught in all Washington schools.
- iii. (Optional) A counterclaim for your argument.

iv. Reference to three or more credible sources that provide relevant information. One of these sources should be a local survivor's story from the Survivor Encyclopedia: Washington State (as found on the Holocaust Center for Humanity's website).

(2) Respond to the above prompts by creating one of the following pieces:

A) Writing: Written piece can be prose, essay, story, poetry, play, fiction, non-fiction, etc. (1000 words or less).

B) Art: Art entry **must include 1) an art piece and 2) an artist's statement.** Art piece must be size 18"x24" or smaller and must be flat. Cannot be sculpture or 3D art. Please use fixatives on charcoal and pastel. Artist's statement must be no more than 100 words, describing your piece.

C) Film: Film piece must be 3 minutes or less. Film may be dramatic, documentary, story, animation, etc. Acceptable formats to submit are .mov files or YouTube or Vimeo links. Cannot be PowerPoint or Prezi. Do not use copyrighted images or music without permission.

(4) Submit your piece to Sponsor through any one of the following methods:

a) **Online Entry:** Visit <https://forms.gle/RwTVePt63GyaR2WJA> and complete the online entry form, including by providing all requested information, and upload or provide a link to your piece.

b) **Mail-in Entry:** Visit <https://holocaustcenterseattle.org/programs-events/writing-art-film-contest> to download, print, and fill out the entry form, including by providing all requested information, and mail your piece along with the completed entry form to: Holocaust Center for Humanity, 2045 2nd Avenue, Seattle, WA 98121, Attn: Writing, Art, Film Contest.

c) **In-Person Delivery:** Visit <https://holocaustcenterseattle.org/programs-events/writing-art-film-contest> to download, print, and fill out the entry form, including by providing all requested information. Schedule a time to drop off your piece with the completed entry form by emailing Katie@HolocaustCenterSeattle.org or calling 206-582-3000. Drop off your piece along with the completed entry form at the scheduled time at the Holocaust Center for Humanity located at 2045 2nd Avenue, Seattle, WA 98121.

By submitting a piece as instructed through any of the above methods ("**Submission**"), you agree that your Submission conforms to the Guidelines and Restrictions detailed below. Sponsor may choose to remove any Submission or disqualify you from the Contest if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of entry steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Contest.

Entry Category: Depending on your grade and the category of piece you submit (Writing, Art, or Film), your Submission will be automatically entered into one of the following nine entry categories as determined appropriate by Sponsor (each a separate "**Entry Category**"):

**Grade 5-6 Writing | Grade 5-6 Art | Grade 5-6 Film |
Grade 7-8 Writing | Grade 7-8 Art | Grade 7-8 Film |
Grade 9-12 Writing | Grade 9-12 Art | Grade 9-12 Film |**

Limit: ONE ENTRY IN EACH ELIGIBLE ENTRY CATEGORY (WRITING, ART, OR FILM) PER PERSON DURING CONTEST PERIOD, REGARDLESS OF METHOD OF ENTRY. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification. **WHILE YOU CAN ENTER ONCE INTO EACH ELIGIBLE ENTRY CATEGORY (WRITING, ART, OR FILM) FOR YOUR GRADE RANGE YOU CAN ONLY BE SELECTED AS A WINNER AND ELIGIBLE TO RECEIVE THE PRIZE FOR ONE ENTRY CATEGORY (WRITING, ART, OR FILM) FOR YOUR GRADE RANGE.**

Submission Guidelines and Restrictions

- a. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and be owned 100% by you.
- c. Your Submission must not (in Sponsor's discretion): (i) violate any third-party rights, including copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and/or (vii) contain unauthorized third-party trademarks or logos.
- d. You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any real individual or features any other qualities of any real individual (apart from the local Holocaust survivor you selected from the Survivor Encyclopedia: Washington State), you are the individual pictured, heard, or otherwise featured in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request; and (iii) the Submission complies with all requirements of these Official Rules.

If participating in this Contest via your mobile device (which service may only be available via select devices and participating wireless carriers, and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. Identity of Entrant: All Submissions must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

In the event of a dispute about the identity of the entrant using the online entry method, entries will be declared made by the authorized account holder of the email address submitted in connection with the Submission. An "**authorized account holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Selection and Notification of Winner: On or about May 24, 2020, a panel of judges ("**Judges**") selected at Sponsor's discretion will each score each Submission based on the Judging Criteria (defined below).

"Judging Criteria":

For Artwork Submissions

- **Theme (20 Points):** How clearly and powerfully does the Submission illustrate/convey your reflection on a local survivor?
- **Originality and Creativity (20 Points):** How original, creative, and unique is your Submission?
- **Artistic Merit (20 Points):** How much age-appropriate talent, skill, and effort does the Submission display?
- **Artistic Appeal (20 Points):** How visually appealing is the Submission?

- Artist’s Statement (20 Points): How strong is the correspondence between the written statement and the Submission and how well does the written statement explain the art process utilized and its relevance?

For Film Submissions

- Response to Prompt and Theme (20 Points): How clearly does the Submission speak to the story of your chosen survivor and how that story impacts, affects, and inspires you?
- Technical Skill (20 Points): How much skill in use of camera, narration, sound, and editing does the Submission display?
- Originality/Creativity (20 Points): How original, creative, and unique is your Submission?
- Content Accuracy (20 Points): How much is the Submission supported by facts rather than merely opinion or bias?
- Citation (20 Points): To what extent does the Submission accurately cite the sources of all third-party content (e.g., video, music, photos…) included in the Submission?

For Writing Submissions

- Understanding of Topic & Content (20 Points): To what extent does the Submission demonstrate an appropriate understanding of a local survivor’s story?
- Display of Personal Connection (20 Points): How much does the Submission express/respond with creative detail about the survivor’s story and how it impacts, affects, or inspires you?
- Organization, Literary Style, Grammar and Spelling (20 Points): How logically are the Submission’s ideas arranged, how smoothly do they flow, how clearly are they expressed, and how grammatically correct is the Submission?
- Compelling (20 Points): How compelling is the Submission to read?
- Citation (20 Points): How completely are sources used in the Submission cited?

The Judges will add up the Judging Criteria scores received from each judge for each Submission to determine its total Judge’s Score (“**Judge’s Score**”).

The three Submissions from each Entry Category that receive the highest Judge’s Score will be selected as Finalists (“**Finalists**”). The Finalist’s Submission with the highest score in each Entry Category will be selected as the First Place Winner. The Finalist’s Submission with the second highest score in each Entry Category will be selected as the Second Place Winner. The Finalist’s Submission with the third highest score in each Entry Category will be selected as the Third Place Winner. Additional Submissions from each Entry Category may be selected as Runners Up (“**Runners Up**”). In the event of a tie the Submission that received the higher Judge’s Score in the criteria of “Artistic Merit” for Art Submissions, “Technical Skill” for Film Submissions, or “Understanding of Topic & Content” for Writing Submissions, will be selected as the winner. Odds of winning a prize depend on number and quality of eligible entries received.

Each potential winner will be notified via email, phone, or through their teacher on or about June 1, 2020. All prizes will be awarded in the name of the winner's parent or legal guardian on behalf of the winner. To the fullest extent permitted by applicable law, Sponsor will require each potential winner and his/her parent or legal guardian to sign and return, within [seven] days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within [seven] days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will

be forfeited and will be awarded to the next highest scoring Submission in accordance with the Judging Criteria, subject to Sponsor's verification. Judging will occur until all prizes are awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, the prize(s) will be awarded to the Finalist or Runner Up (as the case may be) with the highest scoring Submission in accordance with the Judging Criteria from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. SPONSOR MAY DISQUALIFY SUBMISSIONS THAT ARE POTENTIALLY INFRINGING THIRD-PARTY RIGHTS. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

5. Prize: The following prizes will be awarded:

First Place Prize: Nine First Place Winners (one from each Entry Category) will receive a \$200 check, be invited to attend an award ceremony in Seattle, and have their Submission displayed on the Holocaust Center for Humanity website and in the Holocaust Center for Humanity.

Second Place Prize: Nine Second Place Winners (one from each Entry Category) will receive a \$100 check, be invited to attend an award ceremony in Seattle, and have their Submission displayed on the Holocaust Center for Humanity website and in the Holocaust Center for Humanity.

Third Place Prize: Nine Third Place Winners (one from each Entry Category) will receive a \$50 check, be invited to attend an award ceremony in Seattle, and have their Submission displayed on the Holocaust Center for Humanity website and in the Holocaust Center for Humanity.

Runners Up: Runners Up will each have their Submission displayed on the Holocaust Center for Humanity website and in the Holocaust Center for Humanity.

Total ARV of all prizes in the Contest: \$2,800.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize at Sponsor's discretion. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Contest.

Except for applicable manufacturer's standard warranties, the prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

6. Disclaimer: Sponsor and any of their parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.

7. Limitations of Liability; Releases: By entering the Contest, you and your parent or legal guardian release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of

action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of, or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

YOU AND YOUR PARENT OR LEGAL GUARDIAN FURTHER AGREE TO INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH WHICH MAY BE SUFFERED BY YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CONTEST OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CONTEST OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CONTEST OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS BOUGHT FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

8. Use of Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Contest constitutes permission to use your name, grade, hometown, school, aural, and visual likeness, prize information, and any other information included in your Submission without further permission or compensation in connection with the display of your Submission on Sponsor's website and in the Holocaust Center for Humanity (and in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winners (and their parent or legal guardian) may be required to execute a consent to the use of their name, grade, hometown, school, aural and visual likeness and prize information in connection with the display of your Submission on Sponsor's website and in the Holocaust Center for Humanity (and in a public-facing winner list) without further permission or compensation. By entering this Contest, you consent to being contacted by Sponsor for any purpose in connection with this Contest.

9. License to Submission: By entering the Contest and providing your Submission in connection with the Contest, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, publicly display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof (including your name, grade, hometown, school, and likeness as shown and conveyed in the Submission), in connection with the Contest. **Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you.** You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

10. Sponsor Ownership of Winning Submissions: As a condition of being awarded a prize, except where prohibited by law, if your Submission is selected as a Finalist or Runner Up and you are confirmed by Sponsor as a Winner of a prize in the Contest (a "**Winning Submission**"), your Submission, along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor. In other words, if your Submission is selected as a Winning Submission, you (and your parent or legal guardian) assign all right, title, and interest in (including all copyright, trademark and other property rights associated therewith) such Submission to Sponsor. Without limiting the foregoing, you acknowledge that if your Submission is selected as a Winning

Submission, Sponsor will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit your Submission in perpetuity and throughout the world, in any manner or medium now existing or later developed, including for display on Sponsor's website and in the Holocaust Center for Humanity, without separate compensation to you or any other person or entity. You (and your parent or legal guardian) agree to take, at Sponsor's expense, any further action (including execution of an intellectual property assignment agreement, affidavits, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's ownership rights as set forth above in this paragraph. Winner (and his or her parent or legal guardian) irrevocably waives any moral rights arising from the creation of the Submission and irrevocably waive the right to make any claims against Sponsor, arising out of, or relating to, the Submission or the use of your name, image, and likeness including claims of infringement, unfair competition, breach of implied contract, breach of confidentiality, and violation of the right of privacy or rights of publicity. Sponsor will have no obligation to publish, distribute, produce, use, sell, or retain any Submission.

11. Winner List; Rules Request: To see the winner list, visit <https://holocaustcenterseattle.org/programs-events/writing-art-film-contest> after June 15, 2020 and before January 1, 2021. To obtain a copy of these Official Rules, visit <https://holocaustcenterseattle.org/programs-events/writing-art-film-contest>.

12. Intellectual Property Notice: HOLOCAUST CENTER FOR HUMANITY is a trademark of Holocaust Center for Humanity. The Contest and all accompanying materials are copyright © 2019 by Holocaust Center for Humanity. All rights reserved.

13. Disputes: EACH ENTRANT AND THEIR PARENTS OR GUARDIANS AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE APPROPRIATE STATE COURT LOCATED IN KING COUNTY, WASHINGTON. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. General Conditions: Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Contest, or Sponsor otherwise becomes (in its discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Contest, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Contest. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

15. Sponsor: Holocaust Center for Humanity, 2045 2nd Avenue, Seattle, WA 98121.