# The York Regional Police &

# **Town of Georgina**

# **ART THE PARK**

#### **Contest Rules**

The <u>Art The Park</u> Contest (The "Contest") is sponsored by York Regional Police (the "YRP") a police service of The Regional Municipality of York Police Services Board (the "Board"), and The Town of Georgina, ("Georgina") collectively referred to as the ("Contest Sponsors").

Participation in the Contest constitutes your (and your parent/legal guardian's, if you are under the age of 18) full and unconditional acceptance of these Contest Rules.

<u>Contest location:</u> The LINK skate park, 20849 Dalton Road, Sutton, Ontario L0E 1R0 (Town of Georgina – Regional Municipality of York)

## Contest Entry

- Contestants must review all Contest Rules and submit:
- a. A completed and signed Contest Release and Submission Form; and
- b. An original drawing/sketch ("the Submissions") meeting the Requirements as set out in these Contest Rules. Individual or group submissions are acceptable.

2. The Contest closes at 3:00 p.m. ET on Friday, the 5<sup>th</sup> of May, 2017. (the "Closing Time"). Any submissions received after the Closing Time will not be accepted for entry into the Contest.

3. To be eligible:

a. Contestants must be 12 years to 24 years old, and live in, or attend an educational institution in the Regional Municipality of York ("York Region") which includes the following municipalities: Aurora, East Gwillimbury, Georgina, Newmarket, King, Markham, Richmond

Hill, Vaughan and Whitchurch-Stouffville.

b. Contestants under the age of 18 must have their Parents or Guardians sign the Contest Release and Application Form and the signed form must be included in their

submission package;

c. All submissions must be submitted by email, mail or in person to the address below,

and must be received by the Contest Sponsors no later than the Closing Time.

4. Your entry and completed and signed Contest Release and Application Form must be

submitted by mail, in person or by email as set out in these Contest Rules.

a. Email submissions to Youthevents@YRP.ca Or thelink@georgina.ca

b. Mail and in Person submissions are to be addressed to:

York Regional Police Headquarters
47 Don Hillock Drive

L4G 0S7

Attn: PC Kevin Hamilton #1044 (Community Services)

**RE: ART THE PARK CONTEST** 

- OR -

Town of Georgina 20849 Dalton Road, Sutton, ONL0E1R0

Attn: Michele Vandentillaart

#### RE: ART THE PARK CONTEST

Note: If you are delivering your submission in person at York Regional Police Headquarters, please request that reception contact Community Services to receive the package. Any submissions received without the Contest Release and Application Form or in any manner not listed in the Contest Rules or past the Closing Time will be disqualified.

# Eligibility

- 1. The Contest is only open to youth who at the time of submitting a work are 12 years to 24 years older and live, or attend an educational facility, in York Region.
- 2. To be eligible, the parent or legal guardian of a Contestant under the age of 18 must have consented to his or her participation in the Contest and accepted and agree to be bound by these Contest Rules as evidence by a completed and signed Contest Release and Application Form. No purchase is necessary to participate in this contest.
- 3. It is the sole responsibility of the contestant to obtain and retain the declaration and release portion of the Art the Park Contest Release and Application Form from all person(s) appearing or otherwise involved in the creation of the contestants submitted work. These documents must be made available to the contest sponsors, if requested.

#### **General Rules**

- 1. There must be a minimum of four ten (10) Contestants participating, or the Contest may be cancelled at the discretion of the Contest Sponsors. In the event of cancellation, submissions will be returned to the Contestants. The Contest Sponsors reserve the right, in their sole discretion, to suspend, cancel or modify the Contest at any time.
- 2. The Contest Sponsors, (collectively and individually, as the context requires, the "Contest Sponsors") will have the right to edit, publish or otherwise duplicate any work entered into the Contest without compensation to the Contestant. All drawings submitted whether made electronically, by mail or in person, become the sole property of the Contest Sponsors and will not be returned to the Contestant.

- 3. By participating in this Contest, each Contestant (and his or her Parent or Legal Guardian where the Contestant is under the age of 18) represents and warrants that they own and control all intellectual property rights in and to the submitted entry.
- 4. By participating in this Contest, each Contestant (and his or her Parent or Legal Guardian where the Contestant is under the age of 18) agrees the decisions of the Contest Sponsors are final and binding on the Contestants, and are within the sole discretion of the Contest Sponsors, with respect to all matters related to the Contest.
- 5. By participating in this Contest, each Contestant (and his or her Parent or Legal Guardian where the Contestant is under the age of 18) agrees to hold harmless and indemnify the Contest Sponsors against any and all liability, damages or causes of action with respect to or arising out of the Contestant's participation in or the administration of the Contest, the receipt or use of any prize.
- 6. By participating in this Contest, each Contestant (and his or her Parent or Legal Guardian where the Contestant is under the age of 18) represents and warrants his or her drawings will not give rise to any claim of infringement, invasion of privacy or publicity, defamation or infringe on any rights and/or interests of any third party.
- 7. The Contest Sponsors reserve the right, at its sole discretion and without prior notice, to modify, cancel, terminate or suspend this Contest should any virus, bug, worm, Trojan horse, technical failures, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest.
- 8. The Contest Sponsors reserve the right, in their sole discretion, to disqualify any person who they believe through their participation in the Contest has engaged in conduct that negatively affects the administration, fairness or integrity of the Contest, or who fails to meet or abide by these Contest Rules.
- 9. The Contest Sponsors will not be responsible for any event that may cause any submissions to be received after Closing Time or not received at all. Such events include, but are not limited to, any website, network, server, hardware, internet software or other electronic issue or any other technical or human error of any kind. Furthermore, the Contest Sponsors are not responsible for:

- a. Lost, misdirected, misplaced, illegible, unintelligible, incomplete or late entries.
- b. Any act, failure to act, or delay regarding the transmitting or processing of entries.
- 10. This Contest is subject exclusively to all applicable federal, Ontario and municipal laws. These Contest Rules are subject to change without notice to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over this Contest.
- 11. In the event of a discrepancy between anything in these Contest Rules and any other documentation related to this Contest, these Contest Rules will prevail and the Contest Sponsors are entitled to interpret these rules as required and the decision of the Contest Sponsors is final.
- 12. By entering this Contest, each Contestant (and his or her Parent or Legal Guardian where the Contestant is under the age of 18) agrees to have his or her name photo and municipality advertised and have his or her submissions screened at the Contest Sponsor locations and throughout locations within York Region and used by the Contest Sponsors in print, and electronic communications materials, advertising and promotional materials and events including televised and radio broadcasts, and on the Contest Sponsor's website and social media accounts for any purpose, and at any time in the future without any fee or other form of compensation.
- 13. By entering the contest you acknowledge and agree that the Contest Sponsors may use your first name and municipality of residence in the following manner:
- a. To release your first name and municipality of residence for the purpose of announcing winners and promoting any media campaign relating to YRP's community anti-violence initiatives; and
- b. To include your first name and municipality of residence in any disclaimer pertaining to the work submission.

### **Entry Requirements**

1. Contestants must produce an original work on the theme(s) of anti-violence, antibullying, and or positive messages. Each submission will be disqualified if their subject is not relevant to the topic or suggested topics.

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2. Each entry must include a submission title, the Contestant's name, and date of birth,

address, email and phone number as identified on the Contest Release and Submission

form.

3. Each entry drawing must be contained within an 8x10 inch canvass, which will be

painted onto a section of the skate park. The contestant must state what paint colours and

quantity of spray can paints that will be required to complete the submitted work. The

Contestant will provide an estimated amount time required to complete the work.

4. Submissions that are not original to the Contestant will be disqualified.

5. An entry may contain use of copyrighted material provided permission has been

obtained from the copyright owner or is exempted by Canada's Copyright Modernization Act

or other applicable legislation governing the use of intellectual property in Canada.

6. <u>Submissions must NOT contain</u> violence, obscenities, defamatory, known street gang

symbols/language, or inappropriate content. YRP will determine, in its sole discretion, what

constitutes such content and reserves the right to reject and disqualify any such

submissions.

7. No reference can be made in a work that identifies or bears likeness to any identifiable

third party that is an individual or private entity (including family members) without the

written consent of the third party or the parent or guardian, if the individual is under the age

of 18.

8. Entries must be submitted, with a completed and signed Contest Release and

Application Form, as follows:

York Regional Police Headquarters

47 Don Hillock Drive

L4G 0S7

Attn: PC Kevin Hamilton #1044 (Community Services)

**RE: ART THE PARK CONTEST** 

Town of Georgina 20849 Dalton Road, Sutton, ONL0E1R0

Attn: Michele Vandentillaart

RE: ART THE PARK CONTEST

Note: If you are delivering your submission in person at York Regional Police Headquarters, please request that reception contact Community Services to receive the package. Any submissions received without the Contest Release and Application Form or in any manner not listed in the Contest Rules or past the Closing Time will be disqualified. The LINK Sutton is open Monday to Friday from 8:30 am to 4:30 pm.

9. Any drawings submitted for entry into this Contest will not be returned to the Contestant and will become the property of the Contest Sponsors.

# Copyright and Permissions:

- 1. Entries must be entirely original; containing no copyrighted material of a third party unless the Contestant obtains a license to use a third party's copyrighted material and submits proof of this license as set out in Article 4(5) herein. The use of any copyrighted material without the express permission of the copyright holder is illegal and will result in the disqualification of the entry. The Contest Sponsors will hold copies of all drawings submitted. By entering the Contest you are granting the Contest Sponsors, non-exclusive rights to retain an archive copy of your production for the purposes of exhibition, promotion, and education as further set out in the Contest Release and Submission Form. Selected drawings will be placed on the websites and social media accounts managed by the Contest Sponsors and may be screened on televised broadcasts.
- 2. The Contestant agrees to Grant the Contest Sponsors, in perpetuity, a worldwide, non-exclusive, irrevocable, unlimited, unrestricted, royalty-free, transferable right and license to use, sub-license, publish, display, reproduce, modify, transmit, broadcast, distribute and otherwise use the drawing/completed work, in whole or in part, and the material contained therein in any form, media or technology.

# Voting and Judging

- 1. A maximum of 40 contest submissions will be selected (the "Selected Contestants") by a committee made up of the representatives from York Regional Police, The Town of Georgina, and selected community partners involved in the Arts, who are not acquainted with the contestant. The successful applicants will be invited to attend the PAINT day, on Saturday the 27<sup>th</sup> of May, 2017,, from 9am to 4pm, at the LINK skateboard Park in Sutton, Ontario.
- 2. If selected, the selected contestant agrees to having York Regional Police conduct a criminal background check to ensure that there are no current Court orders or other similar or related prohibitions, which would prevent the participation of the Contestant in the use of spray paints or similar or related materials and or activity.

# **Scoring**

- 1. The Judge Committee will score the Finalists based on the following criteria out of a total of 50 points. Categories to be judged are:
- a. Relevance and clarity of the theme: 25 points
- b. Creativity and originality: 25 points

## **Prizes**

- 1. There are no prizes associated with this contest. Successful candidates will be provided with the required materials determined by the Contest Sponsors, and have the opportunity to produce and display their respective submissions on the skate park owned by the Town of Georgina.
- 2. Successful contestants and their completed submissions will be featured on YRP and Town of Georgina social media accounts, websites, in print and other media as determined in the sole discretion of the Contest Sponsors.

## **Privacy Statement**

YRP and the Town of Georgina recognizes its responsibility to protect the personal information of Contestants. In brief, "personal information" is information that can be uniquely identify an individual, such as a full name, address, email address and phone number for the purposes of entry into the Contest.

This Privacy Statement applies to individuals who deal with the Contest Sponsors in relation to the Contest in Canada and to all personal information that is collected for the purposes of the Contest. The Contest Sponsors do not control the content or the privacy policies of third party online resources to which their respective websites may provide links or on social media platforms and this Privacy Statement does not, therefore, apply to any such resources.

By participating in this Contest, each Contestant (and his or her Parent or Legal Guardian where the Contestant is under the age of 18) consents to their personal information being collected, stored, used and disclosed by the Contest Sponsors only for the identified purpose.

- 1. ACCOUNTABILITY At YRP, accountability for compliance with the privacy principles rests with our Chief Privacy Officer, even though other individuals within YRP or our agents may be responsible for the day-to-day collection and processing of personal information about you for the purposes of conducting the Contest. Information collected for the purposes of the Contest will be handled in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.
- 2. IDENTIFYING PURPOSES The Contest Sponsors are collecting personal information in this instance solely for purposes related to the Contests.
- 3. LIMITING COLLECTION The Contest Sponsors will limit the collection and use of both the amount and the type of personal information to that which is necessary for the identified purposes, for the management and oversight of the data collection, to ensure compliance with this privacy policy as it applies to the Contest and to preserve the integrity of the Contest database, or to comply with applicable laws and/or regulations, and any such information will be obtained only by lawful and fair means.

LIMITING USE, DISCLOSURE, AND RETENTION - Limiting Use: The Contest Sponsors use personal information about Contestants only for the purposes for which it was collected, and do not disclose personal information other than as described in this Privacy Statement or otherwise with consent, unless permitted or required by law.

Limiting Retention: Personal information will be retained only as long as necessary to fulfill the purposes for which it was collected or in accordance with applicable laws and the Contest Sponsors' retention policies.

4. SAFEGUARDS – The Contest Sponsors will take appropriate steps to ensure that personal information is protected from unauthorized access, disclosure, copying, use or modification.

Although YRP has enacted security measures, we cannot guarantee the security of any information that is submitted via email or over the Internet. Please be aware that there are technology implications concerning the collection of information when you are visiting websites, including YRP websites.

Submission of personal information using such networks is done at the Contestant's own risk, since no Internet transmission is ever 100 per cent secure or error-free. YRP websites may contain links or references to other websites to which this Privacy Statement does not apply. YRP is not responsible for the data collection and use practices of companies or organizations to which the YRP websites may provide links. You are encouraged to read the privacy statement/policy of every website you visit.