

2022 Governor's Healthcare Heroes Poster Competition

Official Terms and Conditions

Maryland Pre K-12 student artists compete to design a poster celebrating

Maryland's Healthcare Heroes

- 1. Eligibility:** The contest is open to students enrolled in a State of Maryland elementary, middle or high school.
- 2. How to Enter:** The contest will begin on February 8, 2022. To enter, students must submit a poster design and a poster release form (signed by a parent or guardian for minors under 18 years of age) to the art teacher at their school. All artwork must be received by 5:00 pm on March 8, 2022. Late entries will not be accepted. Multiple entries are not permitted. No entry fee is required to participate in the contest. The art teacher is responsible for sending electronic files of the artwork to the Fine Arts Supervisor of their local education agency. A preliminary round of judging will occur from March 8 - March 14, 2022 to select two poster designs from each of Maryland's 24 local education agencies to compete in the statewide competition.
- 3. Design Requirements:** The design must contain the "Celebrating Maryland's Healthcare Heroes." Only two-dimensional visual artwork will be accepted; text is optional. Two winning posters from each jurisdiction will be submitted to MSDE electronically. To accommodate print quality, designs should be submitted as vector files, or high-resolution JPG files with a minimum resolution of 300 dpi and a file size of at least 5 MB.
- 4. Jurors' Criteria:** Designs will be evaluated by a panel of two jurors, First Lady Yumi Hogan, and Dr. Jinlene Chan M.D., Deputy Secretary, Public Health Services, using the following criteria:
 - Illustrates Theme
 - Clarity of Design
 - Visual Appeal
 - Creativity
 - Overall Score

There will only be one round of judging to select the winners. The jurors will select three winners; one from an elementary school student, one from a middle school student, and one from a high school student. The jurors' overall scores when selecting finalists will be used to determine the winner in the event of a tie. The jurors' decisions are final and not subject to appeal.

5. Verification of Winner and Finalists: All potential winners and finalists will be asked to confirm their identify and that the poster is their original work. Potential winners will be notified using the contact information provided on the entry form. If the winner cannot be verified, a new winner will be selected from the poster with the next highest score from the panel of jurors.

6. Competition Winners:

- The three winning posters will be reproduced, displayed, and recognized at a public event (date and location TBA).
- The three winning students will receive a Governor's Citation.
- The name and artwork of winners may appear on media outlets such as television, radio, and newspaper, and their respective social media platforms.

7. Ownership of Entries: The State of Maryland does not claim ownership to the competition entries. By completing the 2022 Governor's Healthcare Heroes Competition Release Form and submitting a poster design, the undersigned parent, guardian, or student over age 18 acknowledges to have read and agree to these Official Rules and the release of liability. In addition, you agree to grant the State of Maryland a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your design entry, including without limitation to the right to distribute all or part of your design entry in any media or social media formats and channels in perpetuity.

8. Representations and Warranties: By submitting an entry, you agree that your entry:

- Is your original work;
- Does not contain words or images that are obscene, inappropriate for a school competition, or defamatory, according to the judgment of the State of Maryland;
- Does not infringe or violate the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity;
- Does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses, or other harmful programs or information;
- Does not and will not violate any law, statute, ordinance, rule, or regulation;
- Does not feature the likeness of private individuals without the individuals' explicit written permission for its use;
- Does not trigger any reporting or royalty obligation to any third party;

You also agree that the rights that you are granting under these Official Rules do not conflict with any other agreement to which the parent, guardian, or student are a party or have entered into, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

9. Other Terms and Conditions

Entry Conditions and Release: By entering the competition, each contestant agrees to:

- a) Comply with and be bound by these Official Rules and the decisions of the State of Maryland which are binding and final in all matters relating to this competition:
- b) Release and hold harmless the State of Maryland, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the competition, and all

of their respective past and present officers, directors, employees, agents and representatives (“Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasions of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a contestant’s entry, creation of an entry or submission of an entry, participation in the competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and

- c) Indemnify, defend and hold harmless the State of Maryland from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to a contestants’ participation in the competition and/or contestant’s acceptance, use or misuse of prize.

Publicity: Except where prohibited, participation in the competition constitutes finalists’ and the winner’s consent to the State of Maryland’s and its agents’ use of the finalists’ and winner’s names for promotional purposes in any media, worldwide, without payment or consideration.

General Conditions: The State of Maryland reserves the right to cancel, suspend and/or modify the competition, or any part of it, including the dates of the competition, if any fraud, technical failures or any other factor beyond State of Maryland’s reasonable control impairs the integrity or proper functioning of the competition, as determined by the State of Maryland in its sole discretion, or for any other reason whatsoever. The State of Maryland reserves the right in its sole discretion to disqualify any individual or competitor it finds to be tampering with the entry process or the operation of the competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the competition may be a violation of criminal and civil law, and should such an attempt be made, the State of Maryland reserves the right to seek damages from any such person to the fullest extent permitted by law. The State of Maryland’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability: The Released Parties are not responsible for:

- a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the competition;
- b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- c) unauthorized human intervention in any part of the entry process or the competition;
- d) technical or human error which may occur in the administration of the competition.

If for any reason an entrant’s submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is to provide another submission.

Disputes: Entrant agrees that the decisions of the jury are final and not subject to appeal to any agency or unit of Maryland government.