

Picture Us! Selfie Station Design Competition Official Rules

The **Picture Us!** Selfie Station Design Competition (the "**Picture Us! Competition**") invites artists to submit designs for 4' x 4' selfie backdrops that will be strategically located in public gathering places throughout Newton, MA from May through October 2024.

SPONSOR: The sponsor of the **Picture Us!** Competition is Newton Community Pride, a nonprofit organization, ("**Sponsor**"), with a principal place of business at 1294 Centre St., Newton, MA 02459. The **Picture Us!** Competition shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

COMPETITION OBJECTIVE: The **Picture Us!** Competition is a public art initiative designed to beautify our public outdoor spaces, recognize our community's identity and diversity, and provide lively, inviting locations for residents to take selfies and candid photos that will be shared via Sponsor's online community photo album with the hashtag **#PictureUs!Newton**.

SUBMISSION DEADLINE: Entries for the **Picture Us!** Competition must be received by 11:59:59 EDT on March 15, 2024. Selected artists will be notified on or about April 5, 2024.

ELIGIBILITY: This **Picture Us!** Competition is open to all artists who are 16 years of age or older as of the date the **Picture Us!** Competition begins. There are no residency requirements to enter. The officers, trustees, employees, and agents of Sponsor and the immediate family members and those living in the same household of the foregoing, are not eligible to participate in the **Picture Us!** Competition or win commissions. All federal, state, and local rules and regulations apply.

HOW TO ENTER:

(1) To enter, each entrant must fill out the **Picture Us!** Competition online entry form and upload the following items:

- Digital image of one (1) **proposed design** ("**Design**") for a Selfie Station submitted as a high-resolution jpeg or png file (see Technical Specifications, below). All Designs must be scalable to 4'x4';
- A statement providing the inspiration for the Design ("**Statement**");
- Three (3) digital samples of recent relevant work (i.e. produced within the last 5 years);
- An artist bio or resume (2 page maximum per person);

(2) **Artists who are people of color, women, people with disabilities, veterans, LGBTQIA+, and members of other underrepresented and underfunded groups are encouraged to apply.** Inclusion of this information by the entrant in the Statement or artist bio is optional.

(3) **Newton high school students, 16 years old or older, are encouraged to apply.** For the purposes of this Competition, a Newton high school student is any student who lives in Newton and attends Newton North, Newton South, a private school, or a religious school OR a student

who lives outside Newton and attends Newton North or Newton South, a private school or a religious school in Newton.

(4) Entries must be made by the artist who created the Design and the Statement. Entries made by any other individual or any entity, and/or originating at any other website or email address, including but not limited to commercial contest subscription notification and/or entering service sites, will be declared invalid and disqualified for the **Picture Us!** Competition. The use of any device or program to automate the entry process is prohibited.

(5) By entering, you represent and warrant that the Design and the Statement that you submit are original and are solely your own work, and that no part of the Design or Statement will infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party. You further represent and warrant that your participation in the **Picture Us!** Competition does not violate any agreement between you and a third party.

(6) Sponsor reserves the right to disqualify you if, among other reasons, you breach the warranties you are required to make, or your entry is lost, late, misdirected, incorrect, incomplete, garbled, or incompletely received, for any reason whatsoever. False, fraudulent or deceptive entries or acts shall render entrants ineligible.

(7) No other method of entry will be accepted. Sponsor will not accept entries submitted through the mail. Sponsor reserves the right to modify the deadline for submissions due to circumstances beyond its control.

TECHNICAL SPECIFICATIONS:

- Winning artists will paint their Designs on 4'x4' panels. Designs must be scalable to this size.
- Designs should foster engagement and encourage picture taking either as selfies or as a backdrop.
- Designs must include the word "Newton" in some format.
- Crisp, clean, simple, and bold designs are preferred. Colorful, active designs will receive highest consideration.
- All designs must be original artwork and may NOT:
 - Contain images of illegal activity, violence, political views, or obscenity.
 - Violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party.
 - Advertise or promote a business or product.

PAINTING OF SELFIE STATIONS: Sponsor will provide each winning artist with a 4'x4' panel, which the artists can take to their homes or studios to paint. Artists should also paint the reverse side of their panels a solid color of their choice.

Per the artists' agreement with Sponsor, **artists will return their painted panels to Newton Community Pride at 1294 Centre Street, Newton no later than May 10, 2024.**

Artists are responsible for providing their own supplies and must use approved acrylic or spray paints that are suitable for outdoors. The following types/brands of paint have been approved by the Sponsor based on durability, fading, and ability to hold up in weather:

- **Sherwin Williams Resilience Exterior Acrylic Latex, Gloss** (Note: Sherwin Williams in Newton Centre will provide all artists with a 35% discount)
- **Krylon Fusion Spray Paint**
- **Golden Acrylics** (be sure to use only “color fast” colors)

Upon an artist’s completion of a selfie station panel and acceptance of the commission (described below), the artist’s selfie station shall become property of the Sponsor. However, Sponsor may request that an artist perform minor repairs or touch-up of a selfie station during the course of the installation, should a panel become damaged.

Acceptance of the commission constitutes permission to use the artist's name, likeness, and selected entry for promotional and publicity purposes without additional compensation or limitation unless prohibited by law. All decisions of the Sponsor regarding the selection of artists, notification, and substitution of artists in accordance with these Official Rules shall be binding and final.

Sponsor shall have the right, but not the obligation, to display images of the winning Design and all or a portion of the winning Statement on Sponsor's digital accounts including Facebook, Twitter and Instagram, social media channels, and in print publications and broadcast news outlets, online, or in other locations.

COMMISSION: The Sponsor will pay \$500 to each selected artist, payable in one installment within a week following the artist’s return of the completed panel to Sponsor. All applicable federal, state, and local taxes and fees, if any, are the sole responsibility of the recipient of the commission.

ARTIST SELECTION AND CRITERIA: Submissions will be reviewed by a ***Picture Us!*** Selection Committee consisting of representatives of Sponsor and the City of Newton, residents, business owners, and public art/placemaking enthusiasts. Sponsor may also appoint additional area stakeholders to the committee, at its sole discretion.

To qualify for selection, artists must complete submission of all required application information. In reviewing submissions, the ***Picture Us!*** Selection Committee may request the entrant to provide additional information or clarify the submission.

The ***Picture Us!*** Selection Committee will use the following criteria in the selection process:

- **Design presentation, creativity, and visual impact** (Is the Design engaging and high quality in concept? Is the Design interesting and unique?)
- **“Snapability”**: (Will the Design engage and encourage people to take photos?)

- **Connection to a broad range of people/communities** (Will a broad range of people connect with the Design? Or will it bring new ideas to people about our City?)

The **Picture Us!** Selection Committee will select approximately 8 Designs for the **Picture Us!** selfie station installation.

The **Picture Us!** Selection Committee will have sole and exclusive discretion about selections. All decisions are final and not subject to an appeals process.

ARTIST NOTIFICATION: On or about April 5, 2024, each selected artist will be notified via email at the email address provided on the online entry form and asked to confirm and verify his/her identity via email to Sponsor. Sponsor is not responsible for changes to an entrant's email address after the entrant enters the **Picture Us!** Competition.

If a dispute arises about who submitted an entry, the entry will be deemed submitted by the authorized account holder who submitted the Designs via email. The authorized account holder is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization with such responsibility. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

AGREEMENT AND COMMISSION: Within seven (7) days of notification, each selected artist will enter into an agreement with Sponsor (the "Agreement") recognizing that the artist's Design is now the property of the Sponsor. A selected artist will be disqualified, and an alternate artist will be selected, if a selected artist cannot be contacted, is deemed ineligible, fails to reply to the winner notification as requested, fails to return the completed and executed Agreement in the stated time period as required, or fails to claim the commission.

Signing of the Agreement and acceptance of the commission constitutes permission to use the artist's name, likeness, and selected entry for promotional and publicity purposes without additional compensation or limitation unless prohibited by law. All decisions of the Sponsor regarding the selection of artists, notification, and substitution of artists in accordance with these Official Rules shall be binding and final.

Sponsor shall have the right, but not the obligation, to display images of the winning Designs and all or a portion of the winning Statement on Sponsor's digital accounts including Facebook, Twitter and Instagram, social media channels, and in print publications and broadcast news outlets, online, or in other locations.

LIMITATION OF LIABILITY; RESERVATION OF RIGHTS: Sponsor shall not be liable to the winner or any other persons for failure to supply the commission or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemic or pandemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work

slow-down, civil disturbance, insurrection, riot or any other cause beyond Sponsor's reasonable control.

Sponsor is not responsible or liable to entrants or any other persons for any incorrect or inaccurate entry information; human errors; technical malfunctions; theft, tampering, destruction, or alteration of, or unauthorized access to, entries; data that is processed late or incorrectly or that is incomplete or lost for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Sponsor is not responsible or liable to entrants or any other persons for any damage to Designs caused during or after installation, or for any repairs or removals that may be required or ordered.

Sponsor reserves the right to remove a Design after installation, in its sole discretion, for any reason or at any time.

Sponsor reserves the right, in its sole discretion, to cancel or modify the ***Picture Us!*** Competition for any reason or no reason.

GENERAL: Entrants agree to release and waive any claims they may have against Sponsor and its partners and affiliates, and their respective trustees, officers, employees and agents, for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of the commission; installation, repair, covering or removal of a Design; damage to a Design; participation in the ***Picture Us!*** Competition; any technical malfunctions; or any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, illegible or otherwise not in compliance with these Official Rules.

By entering the ***Picture Us!*** Competition, entrants affirm that they have read and accepted these Official Rules. Entrants agree to defend, indemnify and hold harmless Sponsor and its partners and affiliates, and their respective trustees, officers, employees, and agents, against any and all claims arising out of Sponsor's use of the entrants' Designs and Statements, and if a Design includes a recognizable person or people, claims arising out of Sponsor's use of the person's likeness in Sponsor's digital accounts including, Facebook, Twitter and Instagram, social media channels, in print publications, and broadcast news outlets.

The ***Picture Us!*** Competition shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. By entering the Competition, entrants hereby submit to the jurisdiction and venue of the federal and state courts of Massachusetts and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.