Valley Oak Credit Union Visalia Branch Mural: Contest Rules

NO PURCHASE IS NECESSARY TO ENTER THE CONTEST.

CONTEST OBJECTIVE: Valley Oak will select one (1) winning mural design to be created and installed or painted by the artist on the exterior wall of the Visalia Branch.

The theme of the Contest is "Community" ("Theme"). Valley Oak ("Sponsor") seeks to install a mural design that represents the culture of the Visalia community while incorporating Valley Oak Credit Union.

Requirements: Incorporates the Visalia Community and Valley Oak Credit Union's tagline and member promise, "Rooted in Your Growth"

Dimensions: Approximately 10.2 feet tall and 9.8 feet wide





Eligibility: This Contest is open only to legal residents of Tulare County, California who are 16 years of age or older as of the date the Contest begins. Those under age 18 will need parent/guardian permission to enter the Contest and to be the winner should the Sponsor select them. The officers, trustees, employees and agents of Valley Oak and its affiliates, and the immediate family members and those living in the same household of the foregoing, are not eligible to participate in the Contest or win prizes. All federal, state, and local rules and regulations apply. Void where prohibited by law.

In order to be eligible to be selected as a winner, each entrant also must commit to:

- (1) Paint or install the approved mural at the Valley Oak Visalia Branch by Monday, October 31, 2022.
- (2) Securing their own transportation to and from the Valley Oak Visalia Branch for installation.
- (3) Provide parent/guardian written approval should the winner be between the ages of 16-17.

HOW TO ENTER:

Email entries and questions to marketing@ValleyOak.org by Saturday, April 30, 2022 11:59pm Pacific time – including the following details and information

Include in entry email: First and last name(s), one main contact email address and phone number, age(s), and a statement noting you/the group fits the eligibility requirements.

(1) An entrant may be one individual or a group of individuals with a designated lead ("Designated Lead"). As used herein, "you" and "your" shall refer to the individual or each individual comprising a group that submits an entry. To enter, the individual entrant or the group's Designated Lead must use the link, follow the instructions, fill out the Contest entry form and upload the following with each entry:

A digital draft image or sketch of the proposed mural design ("Mural")

A statement providing the story behind the Mural and its content, and how it demonstrates the Theme ("Statement")

Production schedule and material needs

Four (4) digital samples of recent work (i.e. produced within the last 5 years) by the individual entrant or Designated Lead

An artist bio or resume (2 page maximum per person) for the individual entrant or each participating artist in a group entry,

Two references for the individual entrant or Designated Lead (i.e. provide names, addresses, emails, and phone number of two professional references with knowledge of the artist's work), and Requested form of copyright notices for the Mural and Statement

- (2) Entries must be made by the artist or artists who created the Mural 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 this Contest. The use of any device or program to automate the entry process is prohibited.
- (3) By entering, you grant Sponsor the non-exclusive right to use and publicly display your Mural and Statement, to publish and distribute photo and video images of all or a portion of the Mural and Statement, and to create derivative works from your Mural and Statement, in perpetuity, in any of Sponsor's online, print or other media publications, channels, materials or exhibitions (including but not limited to the Sponsor's Facebook, Twitter or Instagram accounts), for purposes of promoting the Mural, the Statement, and/or Sponsor's mission and awareness of its facilities and programs, including but not limited to editorial, advertising, publicity, and fundraising purposes, without payment of compensation unless prohibited by law; provided, however, that Sponsor will not use the Mural or Statement for purely commercial purposes (exclusive of fundraising). You grant Sponsor the right, but not the obligation, to provide your name, and your city and state of residence, when displaying, publishing, or reproducing images of, or otherwise using reproductions of, the Mural or Statement, and when identifying you as an entrant or prize winner in the Contest. Subject to the rights granted to Sponsor, you retain all other copyrights and rights to future use of the Mural design and the Statement you enter into the Contest with the understanding that any replication of the completed work will not appear within any financial institution or similar entities. Should there be question as to what this may include, discuss with the Sponsor ahead of time before any implementation of the completed work with a possible conflicting business or entity may take place. While Sponsor will make every effort to credit you by name when it uses the Mural or Statement, with a copyright notice in the form specified in the Contest entry form, you acknowledge that there may be circumstances where it is not possible for Sponsor to do so.
- (4) By entering, you represent and warrant that the Mural and the Statement that you submit are original and are solely your own work, and that no part of the Mural 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 this Contest does not violate any agreement between you and a third party.

- (5) 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, including by reason of hardware, software, browser, mobile device or network failure, malfunction, congestion or incompatibility with Sponsor's servers. False, fraudulent, or deceptive entries or acts shall render entrants ineligible.
- (6) No other method of entry will be accepted. No mechanically reproduced entries will be accepted. Sponsor will not accept entries submitted through the mail or through Sponsor's website. Sponsor reserves the right to modify the deadline for submissions due to circumstances beyond its control. There is a limit of two entries per entrant.

PRIZE WINNER SELECTION AND CRITERIA: After the close of the entry period, eligible entries will be evaluated by Valley Oak staff for judging. The judges will evaluate the Murals and Statements submitted by entrants based on ability to communicate the Theme, visual appeal, composition, originality, and production schedule and materials needs.

WINNER NOTIFICATION: The winner will be notified via email at the address provided and asked to confirm and verify his/her/their identity(ies) via email to Sponsor. Sponsor is not responsible for changes to an entrant's email address or other contact information after the entrant enters the Contest.

A winner will have 5 days after contact to accept or an alternate winner will be selected, if a selected winner fails to comply with these rules, cannot be contacted, is deemed ineligible, fails to reply to the winner notification as requested, or fails to claim the prize. Acceptance of a prize constitutes permission to use the winner's name, likeness, and winning entry for promotional and publicity purposes without additional compensation or limitation unless prohibited by law. All decisions of the Sponsor regarding the selection of winners, notification, and substitution of winners in accordance with these Official Rules shall be binding and final.

PRIZE: The winning Mural entry will receive a \$2,500 cash prize plus up to \$500 for materials. Winner may not make prize substitutions.

All applicable federal, state, and local taxes, fees, and surcharges prizes, if any, are the sole responsibility of the prize winner.