



## Official BAYCAT Represented Media Challenge Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.  
VALID IN CALIFORNIA. ENTRY IN THIS CONTEST CONSTITUTES YOUR  
ACCEPTANCE OF THESE OFFICIAL RULES.**

BAYCAT Represented Media Challenge, a series of films and graphics media challenges for youth (the "Challenge" or "Contest") is designed to encourage eligible California Bay Area students and their parents/guardians on their behalf ("Entrant(s)" or "You") to use their creativity to create films and graphics. Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these "Rules").

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Challenge constitutes agreement to these Rules. You may not submit an entry to the Challenge and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and BAYCAT with respect to the Contest.
2. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be enrolled in public school (grades 6-12th) in California, and (b) have obtained a parent's or legal guardian's prior permission. *Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Section 8 of these Rules.* This Challenge is void where prohibited by law.



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3. **SPONSOR:** The Challenge is sponsored by BAYCAT ("**BAYCAT**" or "**Sponsor**"), a California nonprofit 501(c)(3) organization with its principal place of business at 2415 3rd Street, Suite 230, San Francisco, CA 94107 USA.
4. **CONTEST PERIOD:** The Challenge begins on November 2nd, 2020, 12:00am Pacific Time (PT) Zone in the United States and ends on December 23rd, 2020, 12:00am Pacific Time (PT) Zone (the "Challenge Period"). All dates are subject to change.
5. **HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Challenge website located at baycat.org ("Challenge Site") during the Challenge Period and follow the instructions that appear on the "BAYCAT Represented Media Challenge" tab. You will be requested to complete an official entry form ("Entry Form") with: (a) a film or graphic that addresses the provided prompt (the "Films/Graphics"); (b) all information in the Entry Form including parental consent; and (c) a detailed artist statement of fifty (50) words or less. Entry Forms can only be submitted by parents, guardians, teachers, non-profit leaders, and afterschool programs on behalf of Entrants. The Films/Graphics and supporting statements must meet the "Films/Graphics Requirements," described below.
6. **LIMIT ONE (1) ENTRY PER ENTRANT.** Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (a) complete (as determined by BAYCAT); (b) received by the deadline posted on the Challenge Site; and (c) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. BAYCAT accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made solely by the Entrant.
7. **FILMS/GRAPHICS REQUIREMENTS.** The Films/Graphics and supporting statements must meet the following criteria (the "Films/Graphics Requirements"):



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- They must not be derogatory, offensive, threatening, defamatory, disparaging, libellous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
  - They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the Films/Graphics and supporting statement are created.
  - They must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
  - They must be original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
  - They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
  - The Films/Graphics are not the subject of any actual or threatened litigation or claim.
  - The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.
8. **EVALUATION OF ENTRIES:** During the Challenge Period, the Sponsor will be evaluating the Films/Graphics and supporting statements to ensure that they meet the Films/Graphics Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits a Films/Graphics and supporting statements that does not meet the Films/Graphics



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Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

9. **JUDGING CRITERIA:** Each Films/Graphics will be evaluated and scored based on the following "Criteria": (a) Artistry: Based on your story and artistic approach; (b) Creativity: Following the rules, showing your personality and innovation; (c) The Details: How well the contest theme is expressed in both the artwork; and (d) the written statement adherence to the Films/Graphics Requirements and these Rules.
10. **TIE-BREAKER:** In the event of a tie at any level of judging, the judges will re-evaluate the tied Films/Graphics according to the Criteria until the tie is broken. The tied Films/Graphics will be put up for a re-vote amongst the judges at the respective level until the tie is broken.
11. **FINAL AND BINDING DECISIONS:** Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept their prize, then BAYCAT reserves the right to award the prize to another entrant.
12. **NOTIFICATION OF FINALISTS AND WINNERS:** Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential finalist or winner is disqualified for any reason, the Films/Graphics that received the next highest total score will be chosen as the potential finalist or winner. The potential finalist(s) and winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential finalist/winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential finalist/winner may be disqualified and an alternate potential finalist/winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential finalist/winner or potential finalist/winner's parent or guardian engages in a live conversation with Sponsor or when a message is left on the potential



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finalist/winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential finalist/winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential finalists/winners must return all such required documents via fax (or as otherwise instructed) within forty-eight (48) hours and via U.S. Mail within seven (7) days following attempted notification or such potential finalist/winner will be deemed to have forfeited the prize and another potential finalist/winner may be selected based on the Judging Criteria described herein. In the event that the potential finalists/winner submitted their entry online, they should keep a hard copy of their final artwork. The winner may be required to mail in the original artwork for high resolution scanning. If the potential finalists/winner is unable to provide the original artwork within seven (7) days, the potential finalist/winners will be deemed to have forfeited the prize and another potential finalist/winner may be selected. In the event the potential finalist/winner is a minor, their parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of judges are final and binding. All potential finalists and the eventual winner, including their parent representatives, agree to keep the Films/Graphics strictly confidential between submission and the final launch of the Films/Graphics on the BAYCAT Challenge Site.

13. **PRIZES:** Four (4) first-place winners will receive two hundred dollars (\$200.00) each.
14. **TIMING OF PRIZE DISTRIBUTION:** The time of the prize distribution will be provided to winners in the prize acceptance documents, but will not be earlier than four (4) weeks from Sponsor's receipt of prize acceptance documents from winners. Winning scholarship prize will be paid via check to the winner.
15. **TAXES:** AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO BAYCAT ALL DOCUMENTATION REQUESTED BY BAYCAT



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TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING ALL PRIZES WILL BE NET OF ANY TAXES BAYCAT IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit tax documentation requested by BAYCAT or otherwise required by applicable law, to BAYCAT or a representative for BAYCAT or the relevant tax authority, all as determined by applicable law. The potential winner and finalists, and if the winner/finalist is a minor, their parents or legal guardians, are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and BAYCAT may, in its sole discretion, select an alternate potential winner.

16. **GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. BAYCAT reserves the right to disqualify any Entrant from the Challenge if, in BAYCAT's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, BAYCAT, or the Judges.
17. **INTELLECTUAL PROPERTY RIGHTS:** As between BAYCAT and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Films/Graphics (excluding BAYCAT's rights in the BAYCAT logo/trademark). As a condition of entry, Entrant grants BAYCAT a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Films/Graphics for any purpose, including display on the BAYCAT website, without any attribution or compensation to Entrant. Entries will not be returned. BAYCAT retains all rights in the BAYCAT products and services and entry into this Challenge will in no case serve to transfer any BAYCAT intellectual property rights to the Entrant.



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18. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by BAYCAT and its affiliates for the purposes of conducting and administering the Contest. All personal information that is collected from parents, guardians, teachers, non-profit leaders and after-school programs on behalf of Entrants is subject to BAYCAT's Privacy Policy. Individuals submitting personal information in connection with the Challenge have the right to request access, review, rectification or deletion of any personal data held by BAYCAT in connection with the Challenge by writing to BAYCAT at the following address: 2415 3rd Street, Suite 230, San Francisco, CA 94107.
19. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Challenge as reasonably requested by BAYCAT at BAYCAT's expense and agree and consent to use of their name and/or likeness by BAYCAT. BAYCAT will contact Entrants in advance of any BAYCAT-sponsored media request for interviews. The Films/Graphics may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Films/Graphics. BAYCAT reserves the right to publish the name and likeness of the Entrants.
20. **ELIMINATION:** Any false information provided within the context of the Challenge by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the Entrant from the Contest.
21. **INTERNET AND DISCLAIMER:** BAYCAT is not responsible for any malfunction of the entire Challenge Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Films/Graphics due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical



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malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Challenge Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. BAYCAT is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Challenge in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

22. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, BAYCAT reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. BAYCAT further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Challenge or Challenge Site. Any attempt by an Entrant to deliberately damage any web site, including the Challenge Site, or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and should such an attempt be made, BAYCAT reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.
23. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of a Films/Graphics into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either BAYCAT. Entrants acknowledge that they submitted their Films/Graphics voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists





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between Entrant and BAYCAT or the Challenge Entities and that no such relationship is established by Entrant's submission of Films/Graphics under these Rules.

24. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded, and Entrants expressly waive any and all such rights.
25. **ARBITRATION:** By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Challenge will be decided by binding arbitration. All disputes between you and BAYCAT of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the San Francisco, California, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.
26. **WINNER'S LIST:** You may request a list of winners after January 1st, 2021 by emailing [academy@baycat.org](mailto:academy@baycat.org)