

3rd Annual
MIDNIGHT IN CHICAGO
Art Competition
(herewith referred to as the "Art Competition")

ENTRY FEE: \$10 DONATION PER ENTRY

OFFICIAL RULES AND REGULATIONS

HOW TO ENTER

Entries will be accepted from March 15, 2009 at 12:01:00 a.m. until April 15, 2009 at 11:59:00 p.m. Eastern Standard Time.

To enter the Art Competition, the entrant must forward a jpg of an original piece of artwork done by the entrant as well as the URL linking to the jpg forwarded, to the attention of Elyse Bruce with the state or province for which they are raising money and "**2009 MIC Art Competition**" in the Subject Line of the email. The \$10 donation via PayPal per jpg must be confirmed prior to acceptance of the piece and to prove proper acceptance of the entry.

All entries must be sent to: bruce@midnightinchicago.com

The Art can be on a subject of your choice within the parameters set out in this document regarding acceptable content and in the style of your choice and in the medium of your choice.

Entries must be received between March 15, 2009 at 12:01:00 a.m. and April 15, 2009 at 11:59:00 p.m. Eastern Standard Time. Entries received outside this time period cannot and will not be accepted.

All documentation accompanying the Art may be submitted written in either English or French as the Founder and Creator of **MIDNIGHT IN CHICAGO** is fluently English-French bilingual as is the Coordinator for Quebec.

For all entrants needing the consent of his or her parent or legal guardian to submit his or her personal information and Art into the Art Competition, the parent or legal guardian must complete a "**Parental/Legal Guardian Release**" form as well as make the \$10 donation per piece of artwork otherwise we cannot accept the entry.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

The "**Parental/Legal Guardian Release**" may be requested by contacting Elyse Bruce at bruce@midnightinchicago.com.

Upon donation of \$10 via PayPal, it is understood by all parties involved that the Entrant and/or his or her parents/legal guardian have agreed to the all parts of the rules and regulations outlined herewith.

ART REQUIREMENTS

The submitted Art cannot have been selected as a winner in any other Art Competition. All Art submitted as well as associated copyrights therein remain the property of the submitting Artist.

Each entrant and parent/legal guardian must have consent from each individual (or such individual's parent or legal guardian if a minor) named in the Art for permission to use their name. Entrants and parent/legal guardian warrant the Art does not infringe the copyright, trademark, trade name or other proprietary right of any person or entity.

Art that contains third party materials or brand names, or that contains unsuitable, unlawful, libelous, defamatory, obscene, profane or offensive material will not be accepted.

By entering the Art Competition, the entrant and/or his or her parent/legal guardian represent that the Art is original to the entrant and has not been copied from any other work and that the entrant owns all necessary rights in and to the Art to enter the Art in this Art Competition. Any Art that is not the original creation of the entrant or that contains unsuitable material or any unauthorized third party material or Art that does not otherwise comply with these Rules, as determined by **MIDNIGHT IN CHICAGO** in its sole and absolute discretion may be disqualified.

WHO CAN ENTER

In Illinois, any person who is a resident of Illinois or who has strong ties to Illinois at the time of entry is eligible for the Art Competition being held to raise funds for **Autism Illinois**.

In Ontario, any person who is a resident of Ontario or who has strong ties to Ontario at the time of entry is eligible for the Art Competition being held to raise funds for **Autism Ontario**.

In Ontario, any person who is a resident of Ontario or who has strong ties to Ontario at the time of entry and who self-declares as a francophone or Francophile is eligible for the Art Competition being held to raise funds for French programming with **Autism Ontario**.

In Pennsylvania, any person who is a resident of Pennsylvania or who has strong ties to Pennsylvania at the time of entry is eligible for the Art Competition being held to raise funds for the **Autism Society of America: Pennsylvania Chapter**.

In Quebec, any person who is a resident of Quebec or who has strong ties to Quebec but who is not a resident of Ontario at the time of entry is eligible for the Art competition being held to raise funds for the **Fédération Québécoise de l'autisme et des autres troubles envahissants du développement**.

This Art Competition is not open to the Creator or Co-Creator or Volunteers of **MIDNIGHT IN CHICAGO**, their respective affiliates and partners, related companies, and advertising and promotional agencies and all persons with whom they are domiciled.

By entering the Art Competition, entrants and/or his or her parent/legal guardian agree to follow the Art Competition rules and all decisions of **MIDNIGHT IN CHICAGO** and the judging of the Art Competition which shall be final on all entrants and in all matters relating to the Art Competition.

The Art Competition is governed by Ontario law and is subject to all applicable Federal, Provincial, and Municipal laws and regulations. The Art Competition is void where prohibited by law.

In order to be eligible to win any prize in this Art Competition, entrants must comply with the Art Competition Rules.

HOW TO VOTE

Any person who, by the rules and regulations set out by PayPal, donates \$5 to the competition is eligible to vote for the artist of their choice. The individual must include the name of the artist at the time of donation. Individuals are not limited to one \$5 donation. If the individual wishes to donate additional monies, for every \$5 above the initial \$5 donation will yield the individual with an additional vote.

PRIZES

The Artist in each of the five categories that raises the most donation money by way of votes will be announced as the winner in his or her category.

The Grand Prize will be described at www.midnightinchicago.com as soon as all sponsors have been confirmed. In past years, major art sponsors providing prizes have included Amaco Brent, Blick Art Materials, Crescent Cardboards, Faber-Castell and Strathmore Papers.

Prizes must be accepted as awarded and are not transferable or convertible to cash. No substitutions except at the option of **MIDNIGHT IN CHICAGO**. **MIDNIGHT IN CHICAGO** reserves the right to substitute the prize or a prize component with one of equal or greater value.

The Prize or Prizes won in the United States will be delivered only to an address in the United States. Likewise, the Prize or Prizes won in Canada will be delivered only to an address in Canada. The winner of the Prize or Prizes shall be solely responsible for paying all shipping and other costs associated with such delivery as well as applicable taxes including, but not limited to, Federal, State/Provincial, local, and any other applicable taxes.

Without limiting the generality of the foregoing, the Prize or Prizes is/are provided by the **MIDNIGHT IN CHICAGO** Organizers and Entity, and the Sponsors, "AS IS" without warranty of any kind, either express or implied, and the **MIDNIGHT IN CHICAGO** Organizers and Entity, and the Sponsor hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.

JUDGING

The winners will be determined by the amount of money raised in their name on behalf of the Autism Organization to which they will be presenting all monies donated in their region.

EVALUATION

Each of the five winners will win a Grand Prize.

If a selected Winner cannot be contacted within fourteen (14) days of winning or there is a return of email notification as undeliverable, that Winner will be disqualified and an entrant with the next highest amount of money raised will be selected as the winner.

EVALUATION CRITERIA

The odds of entry being declared the winner depends on the total number of donations received in the Artist's name between April 1, 2009 at 12:01:00 a.m. and April 30, 2009 at 11:59:00 EST.

By accepting a prize, the winner and/or his or her parent/legal guardian agree that the winner's Art may be published on the **MIDNIGHT IN CHICAGO** website or used in advertising and promotional materials, distributed with **MIDNIGHT IN CHICAGO** products or featured in media without further compensation.

To be eligible to win his or her prize, the winner and/or his or her parent/legal guardian need to confirm and agree to all of the following, amongst other things, in an Assignment, Release and Indemnity Form prepared by **MIDNIGHT IN CHICAGO**: (i) he or she and/or his or her parent/legal guardian confirms that he or she agrees to the Art Competition Rules; that he or she is in conformance with the Art Competition Rules and that he or she agrees, amongst other things, to the use without compensation of his or her own photographed image, statements about the Art Competition, his or her name and city and state or province of residence only in all publicity campaigns related to the Art Competition; and (ii) that he or she and/or his or her parent/legal guardian releases and waives all recourse against **MIDNIGHT IN CHICAGO**, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies from any liability relating to or in connection with this Art Competition, the use of his or her prize or participation in the Art Competition.

GENERAL

By entering the Art Competition, entrants agree to the publication, reproduction and/or other use of his or her name, Art, city and state or province of residence only statements about the Art Competition and/or photographs as is or as may be edited without further compensation, in any publicity related to this Art

Competition carried out by **MIDNIGHT IN CHICAGO**, including print, broadcast or the Internet without compensation.

MIDNIGHT IN CHICAGO, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies are not responsible for late, lost, misdirected, delayed, illegible or otherwise disqualified entries.

Without limitation, **MIDNIGHT IN CHICAGO**, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies will not be liable for any failure of the web site during the Art Competition; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, **MIDNIGHT IN CHICAGO**, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any web site; or any combination of the above.

Furthermore, **MIDNIGHT IN CHICAGO**, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material relating directly or indirectly to the Art Competition.

MIDNIGHT IN CHICAGO reserves the right to cancel or suspend this Art Competition for any reason including but not limited to any accident, printing, administrative, or other error of any kind without prior notice or obligation.

MIDNIGHT IN CHICAGO, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies are not responsible for printing, distribution or production errors.

MIDNIGHT IN CHICAGO reserves the right, to withdraw or amend this Art Competition in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of **MIDNIGHT IN CHICAGO** that interferes with the proper conduct of this Art Competition as contemplated by these Rules. Any attempt to deliberately damage any web site or to undermine the legitimate operation of this Art Competition is a violation of criminal and civil laws and should such an attempt be made, **MIDNIGHT IN CHICAGO** reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

No correspondence will be entered into except with the selected entrants. The Art Competition is subject to all applicable federal, provincial and municipal laws. Void where prohibited by law. The decisions of **MIDNIGHT IN CHICAGO**, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies are, with respect to all aspects of this Art Competition, final and binding on all entrants without right of appeal.

By submitting an entry, that entrant and/or his or her parent/legal guardian agrees to the Art Competition rules including all conditions stated therein. By submitting a jpg of the work of Art along with the \$10 donation, the entrant and/or his or her parent/legal guardian automatically agree, by way of submission, that the Art complies with all conditions stated in these rules.

MIDNIGHT IN CHICAGO and those associated with **MIDNIGHT IN CHICAGO** bear no legal liability, expressed or implied, regarding the use of the entrant's Art by **MIDNIGHT IN CHICAGO** and **MIDNIGHT IN CHICAGO** shall be held harmless by each selected entrant and/or his or her parent/legal guardian in the event it is subsequently discovered that the selected entrant has departed from or not fully complied with any of the Art Competition rules. The entrant and/or his or her parent/legal guardian shall hold **MIDNIGHT IN CHICAGO** harmless against any actual or alleged infringement of third party rights by entrant's Art.

No liability or responsibility is assumed by **MIDNIGHT IN CHICAGO** resulting from any entrant's attempts to participate in this Art Competition or to download or upload any information or documents or jpgs necessary to participate in this Art Competition. In the event of a dispute regarding who submitted an entry, the validity of the entry will be decided by **MIDNIGHT IN CHICAGO** in its sole discretion.

By entering this Art Competition, participants agree to hold **MIDNIGHT IN CHICAGO**, its Creator and Co-Creator, its volunteers, its affiliates and respective advertising and promotions agencies and its assigns, harmless from and against any and all claims and liability arising out of or in any way connected with the operation of this Art Competition and use of a Prize. Participants of this Art Competition assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Art Competition or use or redemption of a Prize.

MIDNIGHT IN CHICAGO reserves the right to disqualify any individual whom it finds to be in violation of these official rules and regulations or tampering with the entry process. **MIDNIGHT IN CHICAGO** also reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter.

CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

Personal information collected during the administration of this Art Competition will only be used in accordance with the Personal Information Protection and Electronics Documents Act (Canada) or provincial or state equivalent; for the purpose(s) listed at the time of consent.