

Official Entry Agreement

In consideration of Entrant's participation in the Indigenous People's Caucus ("IPC") Community Art Contest (the "Contest") by submitting to IPC an original work of authorship to be judged in the Contest (the "Work"), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Entrant agrees to the terms and conditions of this Agreement. This document comprises the complete Understanding and Agreement between IPC and the Entrant:

1. GENERAL AGREEMENT:

Entrant wishes the Work to be considered in the Community Art Contest ("Contest"). The Entrant hereby agrees to comply with the terms and conditions of this Agreement as a condition of participation. The Official Rules and Regulations are delineated herein.

2. ENTRANT ELIGIBILITY AND RESPONSIBILITY

- a. Entrant hereby affirms that they are a self-identified indigenous active member of SEIU 503, or a family member of self-identified indigenous active SEIU 503 member.
- b. Entrant agrees that they shall be the primary contact with IPC and will sign and abide by this Agreement, as well as any other release forms or official documents regarding participation in the Competition and subsequent exhibitions or distribution of the submitted material requested by IPC.
- c. The Entrant agrees to assume all responsibility and liability with respect to the Work and the production, distribution, public display and performance and the reproduction thereof.
- d. IPC reserves the right, at its sole discretion, to bar any Work, Entrant, team or individuals from the Competition at any time.
- e. Entrant agrees that IPC has the sole discretion to award any prizes or designate any winners of the Competition and that any decision of the judges of the Competition shall be final.

3. WARRANTIES AND REPRESENTATIONS BY ENTRANT

Entrant warrants and represents that the following are true and correct and will remain so throughout the Agreement Term:

- a. Entrant has the full right, authority and capacity to enter into this Agreement and to grant all of the rights set forth in this Agreement to IPC (the "Licensed Rights").
- b. Entrant is the owner of all rights, title and interest in and to the Work and has not assigned, licensed or hypothecated such rights to any other individual or entity.
- c. The Work is an original work of authorship wholly original to the Entrant and in no part based upon or derivative of any other work including but not limited to any other literary or visual or audio material, dramatic work, motion picture, television production, or other creative work.
- d. The Work and the exercise of any Licensed Right will not during the Term: (1) defame or hold in a false light, or infringe any right of privacy, right of publicity or other personal right of any person; or (2) infringe any copyright, patent, trademark, service mark, trade dress, trade secret, or any other intellectual property right of any person or entity or any agreement with third parties.
- e. Any and all required permissions, releases and clearances relating to the Work have been obtained by Entrant in favor of IPC.

- f. The Materials have been solely produced by Entrant and are free and clear of all liens, encumbrances and hypothecations.
- g. Entrant gives IPC non-exclusive rights to enable IPC to exercise all of the Licensed Rights set forth in this Agreement.

4. RELATIONSHIP OF THE PARTIES

- a. Entrant does not become an agent, employee, or representative of IPC in any fashion or manner through their participation in the Competition, or by use of the Work by IPC or grant of the Licensed Rights.
- b. IPC is the organizer of the Competition. IPC is granted certain Licensed Rights herein for use of the Work at its sole discretion, but IPC is in no way obligated to exercise the Licensed Rights or use, distribute, or otherwise promote the Work.

5. CONTENT AND SUBMISSION REQUIREMENTS:

- a. Entrant understands that this Agreement will govern both the content of the Work as well as all aspects of the submission, including size, length, and format. Entrant agrees to read and abide by these regulations. Any Work that does not conform to these requirements may be disqualified, at the sole discretion of IPC.
- b. **Topic/Theme**
 - 1. Strength, Unity, and Community
 - 2. Missing and Murdered Indigenous Women
 - 3. Climate Justice
 - 4. Local Pride (OR Tribal Culture)
- c. **Original Work.**

The Work Entrant submits must be an original work, created solely by Entrant or Entrant's team. It may not be a copy of another party's work. It may not include content that is copyrightable by anyone else. Entrant is solely responsible for any copyright infringement. We reserve the right to request proof that the Work is Entrant's original Work created solely by Entrant.
- d. **Submission Deadline.**

For the 2020 Contest, Works may be submitted until 11:59pm on Friday, October 1, 2020. No Works will be accepted past this posted deadline.
- e. **Promotion / Exhibition.**

If Entrant wins the Competition, it agrees to cooperate with IPC's public relations efforts, advertising and promotion relating to the Competition. Entrant grants IPC the right to use Entrant's name, biographical information, image and likeness in connection with the activities set forth above.

6. COPYRIGHT

Entrant retains all rights, title and interest in and to copyright to the Work without exception, but grants IPC the non-exclusive Licensed Rights to show the Work at IPC's sole discretion.

7. ASSIGNMENT OF RIGHTS

Any assignment by Entrant of their rights, duties and obligations, whether voluntary or involuntary, or by operation of law, shall be subject to the rights granted to IPC in this Agreement and shall not operate to relieve or discharge Entrant of any of their duties or obligations or deprive IPC of any of its Licensed Rights.

8. PRIZE PAYMENTS.

- a. Cash prizes will be paid by check mailed to the winners within 21 days of the notification of winning and all applicable paperwork being submitted.
- b. For the 2020 Contest, cash prizes will be awarded in each category for a total of 36 in cash prizes.

9. DISQUALIFICATION

Should Entrant violate any of the warranties expressed herein, upon discovery it shall be automatically disqualified from the competition and subject to forfeiture of any and all benefits received therein, if applicable.

10. NOTICES

Whenever notices are required to be given under this agreement, they shall be addressed to SEIU 503 and to Entrant at the Address on the cover page of this Agreement.

11. FINAL AGREEMENT

The parties agree that this Agreement represents the final and complete understanding and agreement between the Entrant and IPC and that any oral or written statement or representation regarding the same is superseded by the agreements herein. Entrant warrants that it is entering into this Agreement voluntarily and that IPC has made no inducement and/or representation not set forth herein. This Agreement and the subject matter thereof may not be modified or waived without the express written consent of the parties.

BY CHECKING OFF THE LEGAL CHECKBOX ON THE ENTRY FORM, I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.