

# 2020 Little Star Foundation Global Art Competition

## Official Competition Rules and Regulations

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When submitting artwork for competition consideration, you agree, and if minor, your parent/guardian agree to abide by the following rules.

Little Star Foundation (LSF) is pleased to announce our second annual 2020 Global Art Competition open for entry March 12, 2020. Little Star's Global Art Competition is an opportunity for children and people of all ages to receive the benefits of art therapy, discover aspiring artists, bring healing art with the theme of "Kindness" to the world and learn stories of kindness in helping children, families, individuals, animals and communities in need. Little Star's Global Art Competition is open to K-12 grade students and anyone age 8 and older.

The successful Chinese artist, Wang Yani started painting at two-and-a-half, created her first exhibition at age four, and appeared on a postage stamp when she was eight. At just three years old, one of Wang Yani's first paintings, *Kitty*, was showcased at the Smithsonian Institute (cats and monkeys were her favorite subjects to paint).

### **Subject: Matter and Judging**

To be eligible, artwork must showcase a theme of Kindness. The world needs more of it! A panel of judges will select finalists. In choosing the 8 finalists, judges will pay particular attention to the concept or story that the artwork tells. We encourage artists to pay attention to the theme, ***Kindness***.

The art will be judged on four primary artistic elements:

Creativity 25%, Originality 25%, Talent 25%, Fits the "Kindness" Theme 25%. In each of July, Aug., Sept and Oct one finalist will be chosen by the Judges and announced online at [www.littlestar.org](http://www.littlestar.org). Remainder of 8 finalists will be selected by the Judges and announced online at [www.littlestar.org](http://www.littlestar.org) by close of competition November 1, 2020. Grand Prize Winner selected by Audience Vote.

Online voting opens for audiences to vote after the eight (8) finalists are selected and announced November 1, 2020. Grand Prize Winner announced and awarded in January 20, 2021.

Art Programs and lesson plans for teachers, hospitals, schools and orphanages are still to come at [www.littlestar.org](http://www.littlestar.org). Stay up to date at [www.littlestar.org](http://www.littlestar.org) as we may be visiting your town with sponsored Entries - Golden Tickets for Participants or providing sponsored Entries – Golden Tickets for Participants via your hospital, school, orphanage or community center. Rules must be agreed to in full to enter and be eligible for Grand and Finalist Prize.

Online voting open for audiences after the eight (8) finalists are selected November 1, 2020. Grand Prize Winner announced and awarded in January 20, 2021.

### **Additional Rules:**

No Little Star Foundation employee of the last 5 years is permitted to enter and win the Grand Prize.

## 1. Eligibility

### **Age Requirement**

All contestants **MUST** be K-12 School Students and anyone age 8 or over at time of entry are invited to enter.

## 2. Competition Entry Guidelines

This is an Online Juried Global Competition. No artwork needs to be shipped to enter. Winning Finalists will require art work to be presented. You must be the creator of the art and image file you or your approved parent/guardian, representative submit to the competition.

### **No Copyright Infringement**

All entries must contain copyright-free art or art released for entrant's and public use. No unauthorized use of any copyright images, text, or other material will be accepted. Upon submitting your artwork to this competition, you are solely responsible for any infringement on copyrighted materials.

### **Entry Fees:**

\$10.00 per entry. There is no restriction on entering numerous art works. Enter as many times as you want.

### **All Entries Must Be Submitted Online**

If you are under the age of 18, your parent or legal guardian must submit your entry.

### **File Types and Sizes**

Competition entries must be submitted in either .JPG, .PNG or .GIF format, with 150 resolution size and not to exceed 10MB. When saving your artwork design, find a happy medium between quality and file size/dimensions for submission. If you are a winner, you will be required to submit a high resolution .eps file.

## 3. Guidelines & Judging Criteria

Before submitting your entry for consideration in this juried online competition, please understand the following guidelines.

### **Appropriate Content**

Content should fit the category. Content should be appropriate for public use.

The content/design should be unique and interesting to a wide audience and embrace the Competition theme "Kindness." Remember we want to inspire and help children, families and communities in need.

### **Overall Design**

The layout should be clean and communicate clearly.

#### 4. General Conditions

##### **Authorize Rights to Little Star Foundation**

By submitting your artwork, you authorize Little Star Foundation to post your entry on our site indefinitely and grant Little Star Foundation the right to use and display your design for educational, marketing, program and therapeutic purposes.

##### **Little Star Foundation Reserves the Sole Right to Determine Eligibility**

Each entry will go through an approval process to determine if the artwork meets our criteria before the entry will be available for judging.

**The Entry Process: Step 1.** Enter. Have your file(s) ready to upload before you start the submission process. Go to [www.littlestar.org](http://www.littlestar.org) to enter and click the **"Enter"** button. Fill out the entry form with Artist information. Upload artwork. Check rules and regulations box after you and if a minor your parent/guardian read and agrees with Rules and Regulations. Select "Enter"  
**Next step.** Pay for your entry or entries. Select your method of payment, any credit or debit card, PayPal. You do not have to have a PayPal account. Fill out and submit the payment information. You will receive confirmation to your email and a Golden Ticket Certificate of Participation.

##### Artwork

- Artwork must be original. Computer-generated images and traced images will not be judged. It is critical that submitted artwork not be overly derivative of images found on the Internet, in print media, or elsewhere. To avoid copyright infringement, works thought to be copies will be disqualified.
- Media accepted: ink, acrylics, oil paint, pastels, water color, plain and colored pencils, color marker, chalk, charcoal and crayons.
- No lettering, words, signatures or any other markings may appear on the front of the artwork, including writing one's name or signature. The Lettering of Kindness that is creatively incorporated into the art is allowed. Submissions that include prohibited writing will not be judged.
- To ensure the image best represents your artwork, avoid including distracting background such as your hand (holding the art) or a frame/mat that reduces the overall image. Also, please orient the artwork in the correct direction before submitting.
- All artwork becomes the property of Little Star Foundation. Submission of the artwork grants Little Star Foundation a non-exclusive, irrevocable, royalty-free license to publish your student's/child's artwork or your artwork for Little Star Foundation to help children, families and communities in need and for Little Star's therapeutic, editorial, educational, and promotional print and digital materials, in our promotional and educational posts to social media, and for all other lawful uses—including artwork print sales—in furtherance of the Foundation's mission.

## Submitting Artwork

You must submit your artwork by November 1, 2020. Late entries will not be judged.

## Prizes

**Grand Prize:** The Grand Prize Winner will receive \$1,000. For the Grand Prize Award Ceremony the Grand Prize winner and one (1) parent, guardian or guest depending on Grand Prize Winner Age, will receive a round-trip flight and accommodations to attend the Award Ceremony in March 2021 or if need be close to this date at a time suitable for travel for all parties. All other expenses related to the trip are the responsibility of the winner or winner parent/guardian. The grand prize Award Ceremony hotel and airfare are not redeemable for cash.

A Certificate of Participation will be downloadable and printable once entry is received.

## ADDITIONAL OFFICIAL CONTEST RULES AND REGULATIONS

LITTLE STAR FOUNDATION Global Art Competition. (LSF "ART COMPETITION")

OFFICIAL RULES AND REGULATIONS (THE "OFFICIAL RULES")

INSPIRED BY KINDNESS FROM CHILDREN, FAMILIES, INDIVIDUALS, ANIMALS AND COMMUNITIES THAT BETTER THE WORLD.

**CONTEST PERIOD:** Submissions will be accepted starting MARCH 12, 2020 at 12:00 am EST and ending November 1, 2020 at 12am EST (the "Competition Submission Period"). One (1) finalist will be selected and announced in each month of July, August, September and October 2020. The remaining finalists for a grand total of eight (8) finalist artists total will be selected in November after the November 1, 2020 deadline has been completed. All eight (8) finalists will be announced online at [www.littlestar.org](http://www.littlestar.org) between November 1-5, 2020.

### 2. ELIGIBILITY:

Contestants must be enrolled in K-12 school classes or at least eight (8) years of age as of March 12, 2020 to be eligible to enter the Competition. Contestants under the age of 18 must have parental/guardian consent to enter the competition. Competition is void where prohibited by law, including but not limited to, Cuba, Iran, North Korea, Sudan, and Syria and any other territory subject to a trade embargo by the United States government.

Persons in any of the following categories are NOT eligible to participate or win prizes: (a) any person who, at any time on or after March 12, 2020, was or is a director, officer, agent, representative, or employee of Little Star Foundation, or their respective families, (collectively "Competition Entities"); (b) individuals engaged in the development, production or distribution of materials for the Competition or engaged in the administration or execution of this Competition (all such individuals and entities collectively referred to herein as the "Competition Entities"), and (c) persons who are or purport to be immediate family members (defined as biological or step-mother, father, sister, brother, daughter, son, dependent or spouse of any of the foregoing, regardless of where they reside) of any person in any of the preceding categories, regardless of where they live, or who reside in the same household (i.e., live in the same household for at least 3 of the 12 months preceding the start of the Competition Submission Period, whether related or not) as any person in any of the preceding categories. This Competition is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

1. **HOW TO ENTER:** During the Competition Submission Period, enter online by digitally uploading as many art entries as you want at [www.littlestar.org](http://www.littlestar.org) and [www.littlestar.org/artcompetition](http://www.littlestar.org/artcompetition).
2. In addition to entering Online digitally, Special Sponsored Global Entry Events will be provided during Little Star Foundation Programs at children's hospitals, schools, child centers, orphanages and events for children, families, individuals and communities. Those art entry sponsored events and contacts will be posted online at [www.littlestar.org](http://www.littlestar.org) as they become available. Sponsored Art Competition participants must also follow Competition rules.

In order to submit online, contestants must visit the submissions page during the Competition Submission Period and follow the on-screen instructions to upload their original artwork and complete an official entry form, including agreeing to the terms of the user generated content submission competition rules ("Competition Rules"), pay the

\$10.00 per art entry and click the “Enter” button to complete the submission form. The uploaded original artwork together with the official entry and competition rules agreement shall be collectively referred to as the “Entry.” All online entries must be received no later than 12:00am EST on November 1, 2020. Winning art may be used on merchandise to help further Little Star Art, Therapeutic and Educational Programs for children, families and communities in need and featured in Little Star Promotion, media, social media and websites to help promote “Kindness” stories of Healing Art.

#### 4. SUBMISSION REQUIREMENTS: All Entries:

Entries that are not compliant with these Official Rules are subject to disqualification, at the sole and absolute discretion of the Competition.

Must be original artwork inspired by a theme of Kindness as a digital file format JPG/GIF/PNG at 150 dpi resolution and no more than 10MB size.

- Media accepted: ink, acrylics, oil paint, pastels, water color, plain and colored pencils, color marker, chalk, charcoal and crayons. We cannot accept artwork done using weak plain black pencil.
- Artwork Entry must include the title.
- Artwork Entry must be the original creation of the entrants submitting them;
- Artwork Entry must not, as determined in the sole and unfettered discretion of Competition, incorporate any elements of Entries previously submitted by other entrants to any Competition, Contest and must not, as determined in the sole discretion of Competition, advertise or promote any brand or product of any kind;
- Artwork Entry must not be offensive or inappropriate, as determined by the Competition in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon or violate any person's or entity's personal or property rights, intellectual property rights, or any other third party rights;
- Artwork Entry must not contain material which is sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Artwork entry must not contain material which promotes illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Artwork Entry must not contain material which is obscene or offensive, endorse any form of hate or hate group;
- Artwork Entry must not contain material which defames, misrepresents or contains disparaging remarks about Little Star Foundation, Competition, or other people, products or companies;
- Artwork Entry must not infringe upon, or include material that infringes upon, the copyrights, trademarks and logos, rights of publicity or privacy, or any other intellectual rights of any person or entity;
- Artwork Entry must not contain any malware, worms, viruses, Trojan horses, or any other destructive elements;
- Artwork Entry must not include any personally identifying information, such as license plate numbers, personal names, or email addresses;
- Artwork Entry must not include materials embodying the names, likenesses, photographs, or other indicia identifying any third party, living or dead, without written permission from that third party;
- Artwork must not communicate messages or images inconsistent with the positive images and/or goodwill with which Little Star Foundation, the Competition wishes to associate; and
- Artwork must not depict, and cannot itself be in, violation of any law.
- Technical Difficulties/Support Little Star Foundation cannot be responsible for entries not received due to technical issues and accepts no responsibility for technical support of any entries. If you are having difficulties entering you can request support at [info@littlestar.org](mailto:info@littlestar.org). Please understand due to the volume of entries we will do our best to respond to your request.
- We reserve the right to request proof that your entry is your original artwork created solely by you. Non-compliance to this rule will be a disqualification of your entry.
- Artworks may be submitted up until November 1, 2020 midnight Eastern Standard Time on the last day of the submission schedule posted. No artworks will be accepted past the posted deadline.
- Taxes: Winners shall be solely responsible for all federal, state, local taxes.
- Prize Payments:  
The eight (8) finalists are selected by the Judging Panel. Grand Prize winner is selected based upon audience vote totals between November 1, 2020 and January 12, 2021. Grand Prize winner is presented the Winning Prize in person in January 20, 2021.

## 5. JUDGING:

From March 12, 2020 to November 1, 2020, a panel of qualified judges to include representatives of Little Star Foundation will judge all of the eligible Entries received during the Competition Submission Period and will select eight (8) finalists winner based on the judging criteria. Little Star Foundation Reserves the Sole Right to Determine Eligibility. Each entry will go through an approval process to determine if the artwork meets our criteria before the entry will be available for judging. Finalists will be announced online at [www.littlestar.org](http://www.littlestar.org) and notified via email, phone, or in person between March 12-November 1, 2020 with instructions on how to be confirmed as a finalist and how to start audience voting for the Grand Prize Winner. In each month of July, August, Sept, and Oct. one (1) Finalist will be chosen by the Judges and Announced online at [www.littlestar.org](http://www.littlestar.org). Competition closes Nov. 1, 2020 12am EST. The remainder of the eight (8) finalists will be selected after Nov. 1, 2020 12am EST and before November 5, 2020 12am EST. All finalists will be contacted via email/and or phone and the complete list of finalists will be posted online at [www.littlestar.org](http://www.littlestar.org) by November 5, 2020 12am EST. Grand Prize Winner will be selected by Audience Vote: Most votes secured online results in Grand Prize Winner. Online voting opens for audiences after the eight (8) finalists are selected and announced in November 5, 2020. Grand Prize Winner announced January 20, 2021.

Judging Criteria: submissions digitally uploaded to [www.littlestar.org](http://www.littlestar.org) must depict the theme of Kindness that is inspiring and betters the world somehow for children, family, individual, animal or community. Submission will be judged based on (a) Creativity (25%), (b) Originality (25%) and (c) Talent (25%) Fits Kindness theme (25%). In the event of a tie, an additional, "tie-breaking" Competition Judge will determine the winning finalist Entry based on the criteria listed herein. The grand prize winner will be eligible to win the Prize described subject to verification of eligibility and compliance with these Official Rules. The Competition Judges' and Audience Voting Totals decisions shall be final and binding.

The Potential Finalists and Potential Grand Prize Winner may be subject to an interview by the Competition Judges to confirm the eligibility of the Entry and may be disqualified if the Entry has not complied with these Official Rules, as determined by the Competition or the Judges in their sole discretion. Failure to comply with any of these requirements may, at Competition's sole and absolute discretion, result in disqualification and the next highest scoring Entry may then be selected by the Judges. After the eight (8) finalists are selected an online Audience voting competition will occur between November 2020-January 2021 to determine the Grand Prize winner.

PRIZE: One (1) grand prize winner will receive \$1,000. Grand Prize Winner and Finalists will receive 3% of profits from sold merchandise that features their particular art/design solely on merchandise for a period of one year. For the Grand Prize Award Ceremony Event the Grand Prize winner and one (1) parent, guardian or guest depending on Grand Prize Winner Age, will receive a round-trip flight and accommodations to attend the Award Ceremony in March 2021. All other expenses related to the trip are the responsibility of the winner or winner parent/guardian. The grand prize Award Ceremony hotel and airfare are not redeemable for cash.

TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$1,000. Winners are not entitled to exchange or transfer prizes or to obtain other substitutes, but Competition in its sole discretion may substitute prizes of equal or greater value. Potential finalists and grand prize winner will be required to execute and return an affidavit of eligibility, a liability release, a certificate of authorship documentation assigning all rights, copyright, title and interest in the Entry to the Competition, a W9 form, and, where imposing such condition is legal, publicity release, within the time period specified by Competition. Failure to complete and return any of the aforementioned documentation within the allotted time period specified by Competition shall result in such a Potential Finalist Winner and Grand Prize Winner disqualification from the Competition. If a Potential Finalist or Grand Prize Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or Competition is unable to contact a Potential Finalist or Grand Prize Winner within three (3) business days, or in the event that a prize notification or prize is returned undeliverable, the prize will be forfeited and, at the Competition's sole discretion, prize may be awarded to an alternate Potential Finalist or Grand Prize Winner. Potential Finalists and Grand Prize Winner will be required to furnish proof of identification. If a Potential Finalist Winner or Grand Prize Winner entry is accepted for use by Little Star Foundation and the Competition, such Potential Finalist and Grand Prize Winner hereby irrevocably, in perpetuity assigns any and all rights to the entry to Little Star Foundation and the Competition including all copyrights. At the time Potential Finalist and Grand Prize Winner is notified that their entry has been selected as the Competition's finalist or Grand Prize winning entry, the Potential Finalist and Grand Prize Winner agrees to execute such documents as requested of them by (including, without limitation, the Competition) to effect/confirm the rights assignment to Little Star Foundation and Competition.

## 8. CONDITIONS OF ENTRY:

Competition Entities and other participants have access to and/or may create or have created ideas and concepts which may be similar or identical to the entrant's Competition entry materials, ideas and/or concepts. The entrant will not be entitled to any compensation or other consideration because of the use by Competition Entities or any other participant of such similar or identical material, ideas and/or concepts.

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Competition hereby irrevocably grants the Competition Entities a non-exclusive, fully sub-licensable and assignable license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Entry and any associated materials throughout the universe, in perpetuity, for any reason whatsoever in any and all media, throughout the universe in perpetuity, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, the Competition Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, make derivative works of or alter the Entry for any purpose which they deem necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

By submitting an Entry, entrants agree to indemnify and hold Competition Entities harmless from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Competition Entities, or any of them, arising out of or in connection with the participation by the entrants in this Competition, any breach by the entrants of the warranties or agreements contained in these Official Rules or the use, in whole or in part, by any Competition Entity of any Entry (or portion thereof) submitted by the entrants in this Competition.

By entering this Competition, entrants consent to the use of their names, addresses (cities and states and countries), and statements relating to the Competitions or Competition Entities, and video clips and photographs or other likenesses (provided by entrant or otherwise captured by Competition) without further compensation, notification or permission in any publicity, promotion or advertising carried out by Competition, the Competition Entities or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

By entering, entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of Little Star Foundation, the Competition and/or Competition Judges, made in their sole discretion, which shall be final and binding in all matters relating to this Competition. Entrants who have not complied with these Official Rules are subject to disqualification, at the sole and absolute discretion of the Competition, in which event all Entries submitted by such disqualified entrant will be void.

The Competition reserves the right to disqualify any entrant's registration in the Competition (and void all associated Entries) or entitlement to a prize, if, in the sole and absolute discretion of the Competition, the Competition determines or reasonably suspects that the entrant has attempted to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other fraudulent, deceptive or unfair playing practices (including any Entries generated by script, macro, robotic, programmed, or any other automated means).

If a dispute arises regarding who submitted an entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry and must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree: (a) to release Competition, Competition Entities, Administrator, Licensor, each of their affiliates, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Competition or the awarding, receipt, possession, and/or use or misuse of any prize or any travel related thereto. Any controversy or claim arising out of or relating to the Competition shall be settled by binding arbitration in a location determined by a single arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Commercial Arbitration Rules of the American Arbitration Association ("AAA") located at [www.adr.org](http://www.adr.org). The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA Rules and Procedures. The arbitrator shall apply the laws of the State of Colorado consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. The prevailing party shall be entitled to an award by the arbitrator of reasonable attorneys' fees and other costs reasonably incurred in connection with the arbitration. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR

JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS COMPETITION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE COMPETITION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE COMPETITION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS, INCLUDING WITHOUT LIMITATION LEGAL CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES, DEMANDS OR ACTIONS OF ANY KIND (INCLUDING WITHOUT LIMITATION PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION, OR PORTRAYAL IN A FALSE LIGHT) (COLLECTIVELY, "CLAIMS"), WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

9. If your Entry is selected as a finalist or grand prize winner, you agree to assign to Little Star Foundation and the Competition the entire right, title, and interest in and to the copyright in your Entry including the right to sue for past infringement and the right to further sublicense the Entry. You also acknowledge that you waive all "moral" rights that you may have in and to your Entry. Little Star Foundation and the Competition may register the Entry artwork with the US Copyright Office in the name of Little Star Foundation and the Competition as the Claimant, and you as the Author. You agree to provide Little Star Foundation and the Competition with minimal information as may be required in order to register the copyright in the Entry artwork if Little Star Foundation and the Competition so requests, at no cost. If such rights are not assigned to us, your entry will not be subject to qualify as a finalist or Grand Prize winner.

10. The Official Rules and the Competition are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Competition Official Rules, or the rights and obligations of entrant and Competition in connection with the Competition, shall be governed by, and construed in accordance with, those laws of the State of Colorado U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in the above of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Colorado and the City of Denver.

11. Competition reserves the right in its sole discretion to cancel, modify or suspend this Competition at any time if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper play of the Competition and, if cancelled, at Competition's discretion, to select the Finalists and Winners from all eligible entries using the procedure outlined above. THIS COMPETITION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER SOCIAL MEDIA PLATFORM.

12. Competition and the Competition Entities do not warrant that access to the Competition will be uninterrupted. Competition and the Competition Entities are not responsible for any problems that may arise, including but not limited to: (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Competition; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Competition, whether human, mechanical, clerical, electronic, or technical or otherwise, including, without limitation, any errors which may occur in connection with the administration of the Competition, the processing of registrations or entries, the uploading of submissions, the judging of entries, the tabulation of scores, the announcement of the prizes or in any other Competition-related materials; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Competition; or (f) damage to a user's computer systems, networks, or data occasioned by participation in this Competition or downloading any information necessary to participate in this Competition.

13. Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Competition, including but not limited to any fraudulent claims, is a violation of criminal and civil laws.



Should such an attempt be made, Competition reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Entrant engaging in any of the foregoing activities may be disqualified, will forfeit any prize(s) won, and all associated Entries and/or scores will be void.

14. In the event of any conflict with any Competition details contained in these Official Rules and Competition details contained in competition marketing materials, if any, (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Competition as set forth in these Official Rules shall prevail.

15. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

16. For any legally required notice of a finalist or the Grand Prize Winner, send a self-addressed postage stamped envelope to: Little Star Foundation 174 Watercolor Way Suite 103B343 Santa Rosa Beach, FL 32459, to be received by April 15, 2020. Finalists and Winner notice requested by mail will be sent after all prizes have been awarded.

17. Odds of winning depends on the number of entries received, and the judged level of creativity, originality and relevance, per the judges' criteria, of the entry submission and audience voting judging the finalists.

18. Personal information may be collected, used or disclosed. Neither Little Star Foundation, the Competition, Administrator nor Competition Entities will sell, share or otherwise disclose personal information of entrants with third parties or agents, other than to third parties or agents engaged by Little Star Foundation and the Competition to fulfill the above purposes or as permitted or required by the applicable laws. If you are selected as a finalist or winner, your information may also be included in a publicly-available finalists and winner list.

19. The Competition reserves the right to amend rules and regulations to help improve the Competition. Little Star Foundation Reserves the Sole Right to Adjust Competition Rules Without Notifying Contestants. Based on the volume of entries or legal requirements, competition rules can be changed and updated without notice.

Competition participants are responsible for checking the site [www.littlestar.org](http://www.littlestar.org) for changes and should review all the rules and regulations prior to each submission.

20. This Competition is sponsored by Little Star Foundation mailing address of 174 Watercolor Way Suite 103B343 Santa Rosa Beach, FL 32459 United States and Administered by Little Star Foundation to help unknown and unsung artists, help discover stories of Kindness from children, families, individuals, animals and communities, bring Healing and Inspired Art to the World and help children, families and communities in need.