

PREPARE 2024 Showcase Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES, PUERTO RICO, GUAM, THE U.S. VIRGIN ISLANDS, AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE RULES AND CONDITIONS.

MCSS' Annual School Safety Conference, PREPARE, Showcase (the "Showcase") (the "Contest") is designed to encourage eligible Maryland students to express what school safety means to them based on the theme provided. Anonymous voting will choose the winning entries, and prizes will be awarded in accordance with these Rules (the "Rules").

- **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 Showcase constitutes agreement to these Rules. You may not submit an entry to the Showcase 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 the Maryland Center for School Safety ("MCSS") and the state of Maryland ("MD") with respect to the Showcase.
- **ELIGIBILITY:** To be eligible to enter the Showcase, you must: (a) be a U.S. citizen or a permanent legal U.S. resident (i.e. must be able to show proof of permanent legal residence); and (b) be enrolled in a private or public school (grades 3-12) or a home school (grades 3-12) in the state of Maryland; and (c) 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.

- **SPONSOR:** The Showcase is sponsored by the Maryland Center for School Safety (MCSS), an Independent Agency of the Maryland State Department of Education, located at 7125 Ambassador Road, Suite 130, Windsor Mill, MD 21244.
- **CONTEST PERIOD:** The Showcase begins on March 1, 2024, at 12:00 a.m. Eastern Time (ET) Zone in the United States and ends on June 7, 2024, at 11:59 p.m. Eastern Time (ET) Zone ("Contest Period"). All dates are subject to change. Entries must be postmarked by June 7, 2024 ("Postmark Deadline") and delivered within seven (7) days of the Postmark Deadline in order to have been submitted within the Contest Period.
- **HOW TO ENTER:** To enter the Contest, visit the MCSS website located at bit.ly/SchoolSafetyShowcase during the Contest Period and follow the instructions that appear on the "Conference" tab. You will be requested to download and complete a one-page official entry form ("Entry Form") with (a) an art piece that reflects the Entrant's creative interpretation of the Showcase theme "*Safe Spaces*"; (b) all information at the bottom of the Entry Form including parent's or guardian's consent; and (c) a descriptive artist statement of twenty-five (25) words or less. Entry Forms can only be submitted by parents, guardians, teachers, non-profit leaders, and after-school programs on behalf of the Entrant. The art piece and supporting statements must meet the "School Safety Showcase Requirements" described below.

Once the Entry Form is fully completed, it should be printed on a light-colored 8.5"X11" sheet of paper and signed by a parent or

legal guardian. The completed [Entry Form](#) can be submitted virtually via a digital Smartsheet upload tool on the website or as a hard copy, as explained below.

To submit an entry via the digital upload tool on the MCSS site, please follow the instructions on the Contest Site under the "Conference" tab. MCSS is not responsible for illegible or incorrectly submitted entries made via the digital upload tool.

To submit an entry in hard-copy form, the entry form and art piece must be mailed (packaged carefully so it won't be damaged) with proper postage affixed to the following mailing address:

The Maryland Center for School Safety
Attn: Showcase Committee
7125 Ambassador Road, Suite 130
Windsor Mill, MD 21244

- Entries received without a completed Entry Form or without a parent's or legal guardian's signature will be disqualified.
- **LIMIT ONE (1) ENTRY PER ENTRANT.** Subsequent entries will be disqualified. To be considered for the Showcase, entries must be: (a) complete (as determined by MCSS); (b) received by June 7th, 2024 8:00 p.m. Eastern Time (ET) Zone; and (c) in English (unless otherwise specified). Any submission not meeting the aforementioned criteria will be disqualified. MCSS accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, however caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made by the Entrant submitted at the time of entry.

- **ART PIECE REQUIREMENTS:** The art piece and supporting statements must meet the following criteria ("Showcase Requirements"):
 - They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous 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 Showcase.
 - 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 regulations including the laws or regulations in any state where the art piece 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 Showcase, as determined by MCSS, 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, such as clipart.
 - They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
 - The art piece is not the subject of any actual or threatened litigation or claim.

- The Entrant does not include any disparaging remarks relating to MCSS or a third party.
- The submitted art piece should be static (Paintings (paper and digital), Photographs, Digital Art creations) that has to be manually created and no automated or AI technology usage. The art piece should not be larger than 8.5" x 11" in size; however, photographs can be 8" x 10" or resized to 8.5" x 11".
- During the Showcase Period, MCSS, its agents and/or the Judges (defined below) will be evaluating the art pieces and supporting statements to ensure that they meet the Showcase Requirements. MCSS reserves the right, in its sole discretion, to disqualify any Entrant who submits an art piece and supporting statements that does not meet the Showcase Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.
- **JUDGING:** Each art piece will be evaluated and scored based on the following "Criteria": (a) artistic skills (b) creativity and originality - considering the representation of the Showcase theme "Safe Spaces," as well as the unique and novel approach to the art piece; (c) communication of the Showcase theme in both the art piece and supporting statement - how well the Entrant explains "Safe Spaces" in the supporting statement and art piece; (d) adherence to the Showcase Requirements and these Rules.
- Judging will be done by the attendees of the annual School Safety Conference held July 16th, 17th and 18th, 2024. All votes will be placed on an anonymous basis and tallied to determine the winner. MCSS staff and Student Focus Group (SFG) members are not eligible to vote.

- Submissions will be divided into three "Grade Groups" for judging:
 - Elementary School: Grades 3-5
 - Middle School: Grades 6-8
 - High School: Grades 9-12
- **WINNERS:**
 - All entries will be showcased on the MCSS website.
 - A total of nine (9) winners will be selected. A first, second, and third-place winner for each Grade Group.
 - Rankings will be determined by the number of votes received.
 - Winning entries will be showcased on the MCSS website, in the blog, newsletter, and annual report.
 - **Notification of Winners:** All winners will be notified via email and USPS following the Conference.
- **TIE-BREAKER:** In the event of a tie, the MCSS Student Advocates of School Safety (SASS), made up of Maryland students from throughout the state, will re-evaluate the tied art pieces according to the Criteria until the tie is broken. The tied art pieces will be put up for a re-vote amongst the SFG until the tie is broken.
- Decisions are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded.
- **VERIFICATION OF WINNERS:** Winners are subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential winner is disqualified for any reason, the art piece that received the next highest ranking will be chosen as the potential winner. The potential winner(s) will be selected and notified by telephone and/or email, at MCSS' discretion. A potential winner has thirty (30) days to respond to notification or risk disqualification. With respect to notification by

telephone, such notification will be deemed given when the potential winner or potential winner's parent or guardian engages in a live conversation with MCSS or when a message is left on the potential winner's voicemail service or answering machine, whichever occurs first. If required, potential winners must return all such required documents via email (or as otherwise instructed) within forty-eight (48) hours and via U.S. Mail within seven (7) days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner may be selected based on the judging Criteria described herein. In the event that the potential 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 winner is unable to provide the original artwork within seven (7) days, the potential winners will be deemed to have forfeited the prize, and another potential winner may be selected. In the event the potential winner is a minor, their parent or legal guardian must sign the documents and return them as described herein.

- **PRIZES:**

- **First Place Winners**

- Elementary School - Drawing Tablet with Screen and Stylus
- Middle School - Drawing Tablet with Screen and Stylus
- High School - Beats Studio Solo Wireless Headset

- **Second Place Winners**

- Elementary School - 139-Piece Art Painting Set with Easel
- Middle School - Podcast Production Studio with Microphone
- High School - Podcast Production Studio with Microphone

- **Third Place Winners**

- Elementary School - JBL Waterproof Bluetooth Speaker
- Middle School - 139- Piece Art Painting Set with Easel
- High School - Vlogging Kit for iPhone

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MCSS reserves the right to add or substitute prizes at its discretion.

- The entrants that did not place within their respective Grade Groups will have their artwork featured on the MCSS website and shared with their schools and jurisdictions.
- 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 MCSS' receipt of prize acceptance documents from winners. No transfer, substitution, or cash equivalent for prizes is allowed. MCSS reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate, and any difference between actual market value and actual retail value will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winners shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. MCSS has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.
- **TAXES:** AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT TO COMPLY WITH ALL

APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.

- **GENERAL CONDITIONS:** All federal, state, and local laws and regulations apply. MCSS reserves the right to disqualify any Entrant from the Showcase if, in MCSS' sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Showcase by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, MCSS, or the Judges.
- **INTELLECTUAL PROPERTY RIGHTS:** As between MCSS and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the art piece. As a condition of entry, Entrant grants MCSS 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 art piece for any purpose, including display on the MCSS website, without any attribution or compensation to Entrant. Entries will not be returned. MCSS retains all rights in the MCSS products and services and entry into this Showcase will in no case serve to transfer any MCSS intellectual property rights to the Entrant.
- **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 MCSS and its affiliates for the purposes of conducting and administering the Showcase. All personal information that is collected from parents, guardians, teachers, non-profit leaders, and after-school programs on behalf of Entrants

is subject to the [Maryland.gov Privacy and Security Policy](#).

Individuals submitting personal information in connection with the Showcase have the right to request access, review, rectification, or deletion of any personal data held by MCSS in connection with the Showcase by writing to MCSS at the following address: The Maryland Center for School Safety, 7125 Ambassador Road, Suite 130, Windsor Mill, MD 21244.

- **PUBLICITY:** By entering the Showcase, Entrants agree to participate in any media or promotional activity resulting from the Showcase as reasonably requested by MCSS and agree and consent to use of their name and/or likeness by MCSS. MCSS will contact Entrants in advance of any sponsored media request for interviews.
- The art pieces 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 art piece. MCSS reserves the right to publish the name and likeness of the Entrants with the top three rankings in each Grade Group on the MCSS Website or through other media for publicity purposes.
- **WARRANTY AND INDEMNITY:** Entrants warrant that their art pieces are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted art piece and that they have the right to submit the art piece in the Showcase and grant all required licenses. Each Entrant agrees not to submit any art piece that: (a) infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

- To the maximum extent permitted by law, the Entrant indemnifies and agrees to keep indemnified MCSS at all times from and against any liability, claims, demands, losses, damages, costs, and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless MCSS from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (a) any art piece or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by Entrant in connection with the Showcase; (c) any non-compliance by Entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Showcase; (e) acceptance, possession, misuse or use of any prize or participation in any Showcase-related activity or participation in the Showcase; (f) any malfunction or other problem with the Conference website in relation to the entry and participation in the Showcase by Entrant; (g) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Showcase by Entrant and in the voting process by consumers; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Showcase by Entrant.

- **ELIMINATION:** Any false information provided within the context of the Showcase by the 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 Showcase.
- **INTERNET AND DISCLAIMER:** MCSS is not responsible for any malfunction of the entire Showcase/Conference website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed art pieces or votes 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 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 Showcase/Conference website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. MCSS is not responsible for the policies, actions, or inactions of others, which might prevent the Entrant from entering, participating, and/or claiming a prize in this Showcase.
- Failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. MCSS reserves the right to disqualify Entrants who violate the rules or interfere with this Showcase in any manner. If an Entrant is disqualified, MCSS reserves the right to terminate that Entrant's eligibility to participate in the Showcase.

- **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If, for any reason, the Showcase is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Showcase, MCSS reserves the right at its sole discretion to cancel, terminate, modify or suspend the Showcase. MCSS further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Showcase or Showcase/Conference website. Any attempt by an Entrant to deliberately damage any website, including the Showcase/Conference website, or undermine the legitimate operation of the Showcase is a violation of criminal and civil laws and should such an attempt be made, MCSS reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.
- **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an art piece into the Showcase, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either MCSS or the State of Maryland. Entrants acknowledge that they submitted their art piece 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 between Entrant and MCSS or the State of Maryland and that no such relationship is established by Entrant's submission of an art piece under these Rules.
- **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 Maryland, 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 Showcase are hereby excluded, and Entrants expressly waive any and all such rights.

- **ARBITRATION:** By entering the Showcase, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Showcase will be decided by binding arbitration. All disputes between you and MCSS of whatsoever kind or nature arising out of these Rules shall be submitted in accordance with the Arbitration Act under the Maryland Arbitration Rules. The parties agree to share equally in the arbitration costs incurred.
- **WINNER'S LIST:** You may access a list of the winners at any time by visiting the [MCSS website](#).