

Request for Submissions Terms and Conditions

National Parks Conservation Association (“NPCA”) is opening a Request for Submissions. Users (“Submitters”) are invited to submit their Portfolios (a diverse range of artworks, illustrations, or designs that demonstrate your artistic skills) for a chance to create a design for products in the NPCA Parks Shop store. Submitter whose Portfolio is chosen will receive recognition and compensation as set forth in the Submission terms and conditions below.

1. Dates.

Submissions will be accepted effective immediately and must be received by 12:00:00 AM (midnight) Eastern Standard Time on August 1, 2023.

2. Sponsor.

The Request for Submissions is sponsored by National Parks Conservation Association, 777 6th St., NW, Suite 700, Washington, DC 20001.

3. Eligibility.

Any legal United States resident (or persons serving overseas) who is at least 18 years old how has served, or is serving in the US Military may submit their Portfolios for consideration except for employees, officers, directors, agents, consultants, attorneys, vendors, suppliers of Sponsor (NPCA), or their parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies[, website providers, web masters[, (collectively, the “Sponsor Entities”) and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household. Sponsors reserve the right to verify eligibility. The Request for Submissions is void where prohibited by law and outside the United States.

4. How to submit / Submission Requirements

Submitters can send their Portfolios (no larger than 25mb)(PDF files preferred, also except JPGs, PNGs, GIFs, and EPS files) or provide a link to an online Portfolio of work at www.npca.org/servicedesign. Files must adequately represent Submitters artistic style and capabilities. Submitter cannot submit others copyright work.

In addition to digital Portfolio, Submitter must provide first and last name, email address, brief artist statement (200 words maximum) describing his/her artistic background, his/her military service experience, and how National Parks have impacted him/her personally. Submissions not following the required format or exceeding size limits or Submissions sent to any other address or location will be disqualified and will not be considered.

Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Incomplete, illegible, corrupted, or untimely Submissions are void and will be not be considered.

5. Content requirements.

Portfolio’s must not contain any obscene, explicit sexual material, nudity, profanity, commercial solicitations, or commercial promotion. Portfolio’s also must not contain content or images that could be considered abusive, inflammatory, denigrating, and disrespectful to groups, individuals, or institutions. Submitter warrants and represents that his/her Submission is his/her original work that is not been previously published in any manner, that it has not been offered to any third party, that it does not infringe upon the copyrights, trademarks, rights of publicity or privacy, or any other intellectual rights of any person or entity, and that Submitter is not relying on the “fair use” doctrine in lieu of consents.

Any Portfolio's submitted that exceed the size limits, or are not in one of the accepted formats, as applicable, will be disqualified.

6. Indemnity.

Submitter agrees to indemnify Sponsor from any and all damages, costs and expenses (including reasonable attorney's fees) incurred as a result of and of any third-party claim that the Submission violates the rights of a third party.

7. Option Period.

Submission will be open from June 26th to August 26th. Artist will be selected the week of August 28th – September 1st and will be emailed to confirm project details and freelancer contract. Selected artist will have from September 6th – October 16th to create the design for the NPCA Parks Shop store. Design/s will be released for sale the week of October 23rd, with leading promotions created by NPCA up to Veterans Day 2023, November 11th.

8. Ownership.

Sponsor will not use Portfolio submissions in any other way except artist selection. Selected artist, hereby irrevocably, in perpetuity assigns any and all rights of contracted design/s to the Sponsor.

9. Criteria.

All Portfolios will be reviewed by Sponsor to make certain the content falls within the parameters under the Submission Requirements. If a Submission meets the requirements, it will be reviewed by NPCA's Brand Communications Team who will select a group of up to 6 Portfolios by scoring all eligible Portfolios on a 100-point scale based on the following criterion: design aesthetic (40 points); creativity (20 points); originality (20 points); relevance to military experience and/or National Parks (20 points). The # submissions with the highest point scores will be selected as finalists, and NPCA's Veterans Program Manager and NPCA's Veterans Fellow and Council will evaluate finalists based on the same criterion, to choose the Artist. All decisions are in Sponsor's sole and absolute discretion. Only the Submitter whose Portfolio is chosen will be contacted within the Option Period by Sponsor. If a Submitter does not hear from Sponsor within Option Period he/she has submitted a Portfolio, he/she can assume that the Portfolio was not chosen.

10. Credit.

Selected Artist shall receive appropriate (as determined by Sponsor) credit for their contribution. The credit shall read, "[First Name Last Initial] from [City/State] and military service detail. Selected Artist grant to Sponsor the right to use their name and likeness in relation to the final design and the promotion of the final design. Artist will be paid under the terms and conditions of final contract for the design.

11. No selection.

Sponsor may determine at its option that no Submissions satisfy its criteria and standards. This is not a contest and there are no prizes to be awarded; Sponsor is requesting Submissions of the best Portfolios and may decide to contact none, one (or more) of those Artists.

12. GENERAL CONDITIONS; LIMITATIONS OF LIABILITY AND RELEASES:

WARNING: ANY ATTEMPT BY A SUBMITTER OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH OR DAMAGE ANY WEBSITE ASSOCIATED WITH THIS REQUEST FOR SUBMISSIONS OR UNDERMINE ITS LEGITIMATE OPERATION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE

AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the submission process and/or the website, and/or their legitimate operation; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by submitters, errors or by any of the equipment or programming associated with or utilized in the Request for Submissions; (2) lost, late, incomplete, damaged, stolen, misdirected, or illegible Submissions; (3) lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; (3) unauthorized human intervention in any part of the submission process; (4) technical or human error which may occur in the administration of the Request for Submissions or the processing of Submissions; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Submitter's participation in the Request for Submissions. If, for any reason, the Request for Submissions is not capable of running as planned, Sponsor may, in its sole discretion, (a) modify the Request for Submissions or suspend the Request for Submissions to address the impairment and then resume in a manner that best conforms to the spirit of these Terms and Conditions; and/or (b) terminate the Request for Submissions. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

BY MAKING A SUBMISSION, SUBMITTER AGREES THAT SPONSOR AND ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY SUBMITTERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE REQUEST FOR SUBMISSIONS OR IN ANY RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THE REQUEST FOR SUBMISSIONS IS TERMINATED OR THE TERMS AND CONDITIONS CANNOT BE FULFILLED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS PROMOTION, SUBMITTER AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

13. Nature of relationship/waiver of equitable relief.

Each Submitter understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Submitter also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Submitter acknowledges and agrees that such Submitter will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Submitter acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Submitter acknowledges that, with respect to any claim by Submitter relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Request for Submissions, the damage, if any, thereby caused to the applicable Submitter will not be irreparable or otherwise sufficient to entitle such Submitter to seek injunctive

or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any material based on or allegedly based on the Submission, and the Submitter's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

15. Choice of Law and forum.

Except where prohibited, this Agreement is governed by the laws of the District of Columbia and Submitter agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Request for Submissions shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Columbia or the appropriate State Court located in the District of Columbia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with submission, but in no event attorneys' fees; and (3) under no circumstances will submitter be permitted to obtain awards for, and submitter hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this agreement between Sponsor and Submitter, or the rights and obligations of the submitter and Sponsor in connection with the Request for Submissions, shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the District of Columbia.

16. Agreement.

In order to submit your Portfolio, you must first agree to these terms and conditions and you must confirm your agreement to these terms and conditions by clicking the appropriate box on the submission form and completing the form with your name.