

# Honpa Hongwanji Hawaii Betsuin Centennial Mascot Design Contest Official Entry Form

Artist Name/s (Individual	l or Family Unit):		
Address:			
City:		Zip:	
School:		Grade:	
Home phone:	Mobile	Mobile Phone:	
Email address:			
If under 18 years old: Parent/Guardian Name:		Phone Number:	
Artists or Family Unit member	•	lease Agreement, below. Entries for also be signed by a parent /guardian. ticipation.	

#### **Waiver and Release Agreement**

Rules and Regulations. I (or 'We,' in the case of a Family Unit) (hereinafter referred to as "Artist"), in submitting artwork with this entry form ("Artwork Entry") for the Honpa Hongwanji Hawaii Betsuin ("HHHB") Centennial Mascot Design Contest ("Contest"), acknowledge that I have received and reviewed a copy of the Official Contest Rules ("Contest Rules"), which are incorporated by reference as part of this Waiver and Release Agreement ("Agreement"). I acknowledge that I will follow the Contest Rules.

I understand that HHHB reserves the right to limit Contest participation or remove any artwork entry from the Contest at its discretion.

**Waiver of Rights to Artwork Entry.** In consideration of being allowed to participate in this Contest and to submit my Artwork Entry in consideration for selection as HHHB mascot, I hereby:

- irrevocably assign, transfer, convey, grant, bargain and deliver to HHHB, the entire right, title and interest in and to the Artwork Entry, including the right to any royalties, proceeds or other benefits derived from the Artwork Entry, any and all copyright therein, any and all renewals and extensions thereof under applicable law and all versions, copies and/or derivative works thereof, and all other intellectual property rights therein together with all claims for damages and other remedies by reason of past infringement of any of the foregoing intellectual property rights;
- authorize HHHB, without limitation, to use, alter, and publish such Artwork Entry in any format;
- permanently waive rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification or destruction of the Artwork Entry, for whatever reason and for whatever use of the Artwork Entry such distortion, mutilation, modification or destruction is undertaken in favor of HHHB;
- permanently waive all applicable rights under 17.U.S.C. §106A(a)(1) and §106A(a)(2) regarding the rights of
- attribution in favor of HHHB; and

• acknowledge that HHHB has the right to use, reproduce, distribute, publicly display, publicly perform, license, create derivative works of, sell, transfer, and exhibit the Artwork Entry in any manner or form on any media now known or hereafter created, unlimited as to method of reproduction or exhibit, and without any territorial or time restrictions.

**Publicity Release.** I hereby grant HHHB, and those acting under its authority, the right and license to film and take photographs of me, in connection with the Contest and to use my name, image, and likeness in all forms and media, for all lawful purposes including, but not limited to, publicity about the Contest, and internal and external HHHB communications. I understand that I will not own any rights to any video/ photographs and I waive any opportunity and/or right to inspect or approve the any presentation of either the Artwork Entry or the use of my name, image, and likeness in the manner stated above.

**Indemnification, Infringement, and Release.** I represent, acknowledge, and agree that:

- this Artwork Entry does not infringe upon the intellectual property rights of another, as it is not in any way similar to existing copyrighted images;
- this Artwork Entry is an original work of visual art;
- I WILL INDEMNIFY HHHB AND HOLD IT HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER PROFESSIONALS, ARISING OUT OF OR RESULTING FROM ANY ACTION AGAINST HHHB THAT IS BASED ON ANY CLAIM THAT THIS ARTWORK ENTRY INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER;
- I hereby release and forever discharge HHHB and its affiliates, officers, directors, agents employees, shareholders, and assigns from any and all claims, demands, causes of actions, suits, damages, costs and expenses for any personal injuries, loss of time, pain and suffering or property damage arising out of or occurring in connection with the Contest; and
- all the terms and provisions of this Agreement shall be binding upon me and all of my respective successors in interest and inure to the benefit of and be enforceable by HHHB and its respective successors in interest.
- HHHB and its agents are not responsible for lost, late, misdirected, damaged, incomplete or illegible entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the Contest.

This Agreement will be governed by the laws of the State of Hawai'i without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than Hawai'i. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Honolulu, Hawai'i. If one or more provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

Signature of Parent/Legal Guardian (if applicable):

<b>↓</b> PLEASE CHECK ONE <b>↓</b>				
Artist 🗆	Artist $\square$			
Family Member #1	Family Member #1			
Family Member #2	Family Member #2			
Family Member #3	Family Member #3			
I am eighteen (18)	I AM UNDER			
years of age or	EIGHTEEN (18) YEARS			
older and certify	OF AGE. MY			
that I understand	Parent/Guardian			
that I have waived	HAS READ AND			
rights and	COMPLETED THE			
released liability.	SECTION TO THE			
	RIGHT.			

Artist Signature:	Date:
Additional signatures for Family Unit Art	tists, if applicable: (all must sign):
<u></u>	Date:
<u></u>	Date:
·	Date:
The undersigned,	(minor's name/s) executes or and on behalf of the minor/s named all other assigns to the terms of this at I have legal capacity and authority to rein, and I agree to indemnify and hold Waiver and Release Agreement for any result of any insufficiency of my legal f the minor/s in the execution of the to the participation of the minor/s

E OF CHARACTER:			
GN EXPLANATION:	:	 	 

**Design Submittal** 

Official Entry Form – Sheet 3



### Honpa Hongwanji Hawaii Betsuin Centennial Mascot Design Official Contest Rules



Introduction: Honpa Hongwanji Hawaii Betsuin ("HHHB") is seeking a mascot design to present a respectable, compassionate character to represent it to celebrate the milestone centennial completion of construction of the current Betsuin Temple main Hondo and basement offices in July 1918. The structure is a symbol of the Hawaii Mission's status of Betsuin as a well recognized religious organization in the Territory of Hawaii. The architecture blends the religion's roots in India, aspects from Buddhism's journey through China and Japan and recognizable western influences that helped its integration into our community.

**Eligibility:** This Contest is open to everyone of any age who signs an Entry Agreement (a parent/guardian must co-sign for all participating minors). An entry may be submitted by an individual Artist or a Family Unit. No more than three Artwork Entries may be submitted by any one Artist.

**Entry:** See terms and conditions of Waiver and Release Agreement. There is no fee to enter the Contest. The signed Entry Form, Waiver and Release Agreement – Sheets 1 & 2, and the Design Submittal – Sheet 3, shall be either emailed to <a href="mailto:events@hawaiibetsuin.org">events@hawaiibetsuin.org</a> or dropped off at the HHHB Business Office, 1727 Pali Highway, Honolulu, HI 96813. Phone: 536-7044

#### **Selection Criteria:**

- The Design should represent an appropriate reflection of the image of the HHHB. The mission of HHHB is to enrich people with a life of harmony and peace by sharing the Buddhist teaching. The character design shall reflect a sociable, approachable, friendly and compassionate impression of this mission statement.
- The Artist shall provide an explanation of his/her design entry, such as any symbolism it may incorporate, and how it reflects the image of HHHB.
- Judges will be looking for enough detail in the design entry so that they can make an adequate review.
- Aesthetic Quality: Does the entry command attention? Does it display visual balance and color coordination? Do all the elements work together to create a unified and appealing design?

**Minimum size of image:** Fill entry form as best as possible. Image must be adaptable to electronic and print media. Flexibility is a key requirement, including the need to resize easily and to look good in black and white as well as color. The final version of the image will need to be suitable for high quality printing as well as be adaptable to a costume form. A full color entry is preferable.

**Format:** Hand-drawn entries will be accepted in an effort to provide open access to the Contest. Please keep in mind that it may be modified when converted to digital file form. If you are able, please submit your design as a .jpeg file resolution of 300 dpi or.pdf file less than 10MB. A digital format is preferable.

All submitted work must be original and not based on any pre-existing design. All Entries will become the sole property of HHHB. HHHB reserves the right to modify the winning image to better suit the needs of the end use.



## Honpa Hongwanji Hawaii Betsuin Centennial Mascot Design Official Contest Rules

Deadline for Entries: February 24, 2017 at 3:00 PM

Prizes: Grand Prize: \$200 gift card. First Runner up: \$50 gift card. Second Runner up: \$20 gift card.

Honorable mention: \$10 gift card. Popular vote: \$10

**Selection of Winner**: The design will be judged by a panel including the Ministers of the HHHB and members of the Board of Directors. The winner will be notified by telephone, email or mail after March 5, 2017. In the event that no entry is selected, HHHB reserves the right to declare no winner and run the contest again at a later date. HHHB does not discriminate on the basis of race, ethnicity, national origin, gender, age, beliefs, ability levels, economic status, sexual identity, gender identity, or religion. The judges may disqualify entries that are unsuitable or inappropriate at their discretion. The winner will be required to sign a contract assigning all ownership of the mascot image to HHHB.

Judges shall not be allowed to enter the contest or assist in developing entries. Family members of judges may enter but the judge must recuse themselves from judging that entry so as not to have their decision influence the selections.

**Announcement and Awards:** After review and voting by the judges, winning entries will be displayed at the March 5, 2017 Betsuin Hongwanji Day Service. Awards will be made at the 2017 HHHB Taste of Hongwanji Betsuin Bazaar. Winners need not be present to receive their award. Awards may alternatively be picked up at the Betsuin Office after the Taste of Hongwanji Betsuin Bazaar.