

# YORK UNIVERSITY

## LA&PS ACADEMIC PLAN 2021-2026

### COVER ART CONTEST

AMENDED – MARCH 12, 2021

#### 1. Contest Period

The York University – LA&PS Academic Plan 2021-2026 Cover Art Contest (the “Contest”) is organized by the Academic Policy & Planning Committee in the Faculty of Liberal Arts & Professional Studies (LA&PS) (“the Organizer”) and will take place from 12:01 a.m., Eastern Time (EST) March 24, 2021 to 11:59 p.m. EST April 15, 2021. Committee voting will take place from 9:01 a.m., EST April 16, 2021 to 11:59 p.m. EST April 21, 2021.

#### 2. Eligibility

These are the official rules and regulations (the “Rules”) applicable to persons who enter the Contest (“Entrant” or, collectively, “Entrants”). The Contest is open only to legal residents of Canada, excluding Quebec, who have reached the age of majority in the province or territory in which they reside at the time of entry and who are registered LA&PS students in good standing at York University. Entrants must have a York email address and a valid York University Student Identification number.

By entering the Contest, the Entrant accepts the Rules and agrees to be bound by them and the interpretation of these Rules by the Organizer.

#### 3. How To Enter

- a. No purchase is necessary to enter.
- b. Entrant will produce and submit an original artwork applicable to the cover of the LA&PS Academic Plan.
- c. Only entries that utilize graphic design, photography, mixed media, paint, drawing, or collage as the medium will be accepted.
- d. The Entrant’s artwork should reflect at least one of the following concepts: diversity, interdisciplinary, building community, global fluencies, local partnerships, community outreach.

- e. With the exception of photographs, artwork must include the York and Liberal Arts & Professional Studies colors, placing an emphasis on York Red and LA&PS Chartreuse (see attached). Artwork may include additional colors sparingly.
- f. All entries should be submitted as an original digital file or scanned artwork that can be converted to a digital file. All submissions should be 8.5”x 11”(21.59cm x 27.94cm) and should include a 0.5”(1.27 cm) margin of safety space for cropping.
- g. For entries containing text, the IBM Plex font must be used. [IBM Plex Serif](#) and [IBM Plex Sans](#) are available for free through Google Fonts. Entries containing word clouds are not permitted.
- h. Artwork must not be taken from Google images or taken from other means without explicit permission. Proof of ownership must be provided for an entry containing existing work that has been altered. Entries can contain images or design elements purchased from stock websites; however, the Entrant must provide proof of purchase.
- i. Entrant will email their digital file or scanned artwork to [lapscoms@yorku.ca](mailto:lapscoms@yorku.ca), and include the subject line “LA&PS Academic Plan Cover Art Contest.” Only scanned versions of artwork or digital files will be accepted as contest submissions. In the body of the email, Entrants are to include their name and program.
- j. An Entrant may not submit more than one entry. If it is discovered that an Entrant has submitted more than one entry, that Entrant will be disqualified from participating in the Contest. Any attempt or suspected attempt by an Entrant to submit more than one entry by using multiple email addresses or any other means will void all entries for that Entrant. Entries that are late, lost, incomprehensible, misdirected, contain an erroneous phone and/or email address or that do not otherwise conform to the Rules may be disqualified by the Organizer.
- k. Contest entries must not:
  - i. contain any obscene or defamatory statements, including but not limited to words or symbols that are widely considered offensive to individuals of a particular race, ethnicity, religion, sexual orientation, disability or age (as determined in the selection committee’s sole discretion);

- ii. infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, or regulations
- I. Entries will not be acknowledged or returned. The Organizer reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest or which violate or are deemed ineligible under these Official Rules.
- m. Once submitted, all winning entries become the sole property of the Organizer and may be used, reproduced, reused, and displayed for promotional purposes in all media by the Organizer. Once submitted, the artwork constituting an entry cannot be used, reproduced, reused or displayed for any purposes in any media in the form in which it was submitted or in any altered form except by the Organizer in its sole discretion.
- n. The Organizer is not responsible for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, or for any unavailable network connections, failed, incomplete, garbled, or delayed computer transmissions, on-line failures, hardware, software or other technical functions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting the Contest in any manner.

#### **4. Winner Selection**

- a. Entries will be judged by members of the LA&PS Communications and Marketing Department and representatives from the Academic Policy & Planning Committee. Judges and their immediate relations are not eligible to enter the Contest.
- b. Entries will be judged based on creativity (45%), applicability to the academic plan concepts (30%), and compliance with the York University brand (25%).

#### **5. Prizes**

- a. There are a total of three (3) prizes to be won:
  - 1<sup>st</sup> prize: \$250 York University Bookstore gift certificate and the opportunity for the winner to work with the LA&PS Communications Team to turn their artwork into the cover design.

- 2<sup>nd</sup> prize: \$125 York University Bookstore gift certificate and artwork featured on the LA&PS website.
  - 3<sup>rd</sup> prize: \$75 York University Bookstore gift certificate and artwork featured on the LA&PS website.
- b. The Prize will be distributed within 30 calendar days after the Prize Winner has been successfully notified of his/her Prize and fulfilled the requirements set out herein.
  - c. The winning Entrants will be notified by LA&PS or its agents by telephone or email on April 26, 2021.
  - d. If a selected Entrant does not respond to the Organizer within five (5) business days of notification or does not comply with these Official Contest Rules, the prize will be forfeited and will be reassigned based on votes for the remaining entries.
  - e. In order to win the prize, the selected Entrant must first correctly answer a mathematical skill testing question administered by e-mail or telephone.
  - f. No cash alternative or substitution of the prize is provided, except that York University, in its sole discretion, reserves the right to substitute a prize of equal or greater value if the prize is unavailable for any reason. The prize is provided “as is” without warranty of any kind and must be accepted as awarded. York University disclaims all warranties including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement.
  - g. Prize is not transferable unless authorized in writing by York University before the transfer is made. Such authorization may be granted or withheld in York University’s sole discretion.
  - h. Any applicable taxes are the responsibility of the winner.
  - i. In order to be declared a winner, the selected Entrants will be required to swear an affidavit attesting to their eligibility for this Contest and compliance with these Official Contest Rules.
  - j. The selected Entrants must provide a valid York University Identification number matching the name of the Entrant on the entry to show as proof of being a registered a York University Student currently studying in LA&PS.

## 6. Conditions of Participation

By participating in this Contest, you agree:

- a. to be bound by these Official Contest Rules and the decisions of the Organizer, whose decisions are final;
- b. to the use of your name, likeness, voice, image, recording, video footage and statements in connection with this Contest and the promotion and exploitation thereof;
- c. that if selected as a winner, you give York University and its agents the right to publish or broadcast your name, likeness, voice, image, recording, video footage or statements for editorial, promotional, advertising and publicity purposes, without compensation other than the value of the prize offered; and
- d. to release and indemnify and hold harmless York University, its advertising and promotional agencies, the prize suppliers, and all their respective officers, directors, employees, owners, agents, contractors, representatives, successors and assigns from any liability in connection with or arising out of this Contest, the awarding of the prize, the use of any personal information or the use of merchandise purchased in relation to winning a prize.
- e. Without limiting the generality of the foregoing, the Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused or provided by Contest Entrants, Contest website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries, (b) any theft, destruction, or unauthorized access to, or alteration of, entries or the Contest website, (c) any problems with, or technical malfunctions of, telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs, (d) any failure of the website during the Contest, (e) any failure of any entry to be received for any reason including, but not limited to, technical problems, internet traffic, or any combination thereof, (f) any damage to an Entrant's or any other person's computer related to or resulting from participating in the Contest or downloading or accessing materials related to the Contest, (g) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, (h) technical, pictorial, typographical or editorial errors or omissions contained herein, (i) anyone being incorrectly and/or mistakenly identified as a Prize Winner and/or (f) any combination of the above.

## **7. Termination**

York University also reserves the right, without prior notice, and at any time, to terminate the Contest, in whole or in part or modify, suspend or extend the Contest in any way without prior notice or obligations, in the event of an error, technical problem, computer virus, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the control of York University that interferes with the conduct of the Contest.

## **8. General Provisions**

- a. The invalidity or unenforceability of any provision of these Official Contest Rules does not affect the validity or enforceability of any other provision.
- b. This Contest and these Official Contest Rules are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- c. Should the Contest be terminated prior to the stated expiration date, the Organizer shall, to the extent possible, award any remaining prizes in a fair and equitable manner, determined in its discretion, among the eligible entries received that are unaffected by the problem.
- d. Mass entries, automated entries, entries submitted by third parties, and any entries or Prize claims that are late, fraudulent or delayed will be void. All decisions of York University with respect to all aspects of the Contest are final and binding on all Entrants without any right of appeal. York University's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision.
- e. York University reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to York University) for the purposes of verifying the Entrant's eligibility, the legitimacy of any entry, and/or a Prize claim, or for any other reason York University deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with the Contest Rules or awarding any of the Prize.

## **9. Privacy Notice**

Personal information in connection with the Contest is collected under the authority of *The York University Act, 1965* and will be used for the administration of the Contest and related purposes. If you have any questions about the collection of personal information by York University, please contact Sasha Smith, York University, 4700 Keele Street, Toronto, ON M3J 1P3, tel. 416-371-3978.

**10. Limitation of Liability**

The Contest is not associated to, run by, or sponsored by Instagram, Facebook, LinkedIn or Twitter. By participating in the Contest, Entrant provides information to the Organizer and not to Instagram, Facebook, LinkedIn or Twitter. By accepting these Rules you release Instagram, Facebook, LinkedIn, and Twitter of all responsibilities.