

#SalmonRun 2018 Official Rules and Regulations

In these Submission Rules, including all notices given pursuant to these Submission Rules, the following words and phrases shall have the following meanings:

“Contact Period” means the five (5) days from June 20 2018 – June 25 2018, inclusive;

“Entries” means the Salmon Run 2018 Submission, open to residents of New Brunswick, with Participants submitting to create a design concept for which 10 entries will be selected;

“Submission Rules” mean these official rules and regulations, including details of eligibility, and judging criteria, and general terms and conditions of the entries, as may be amended, supplemented, modified, restated or replaced from time to time;

“Design” means the Participant’s salmon concept design which complies with the Design specifications in section 4 of the “How to Enter” section, below;

“Design Period” means July 2, 2018 and July 27, 2018;

“Eligible Entry” means an entry which complies with the specifications contained in sections 1-4 of the “How to Enter” section, below;

“Finalist” means a Participant who submits a concept which becomes one of the top 10 concepts overall, as selected by the Jury, to move on to the Design Period;

“Immediate Family” means a spouse ("legal" or "common law"/civil union), parent, child, grandparent, grandchild or sibling;

“Jury” means 8 people, judging the entries and scoring each entry, basing their decision on design quality;

“Jury Deliberation Period” means June 12, 2018 – June 19, 2018;

“Participant” means an individual New Brunswick resident or team of New Brunswick residents who submit an entry;

“Release” means a release and confidentiality agreement which must be signed and returned by the Participant with the Design within ten (10) business days of receipt;

“Released Parties” means the Jury, the Sponsor, the participating agencies, promotional agencies, venue owners, and event or sponsorship partners;

“Sponsor” means Saint John Destination Marketing Inc. (doing business as “Discover Saint John”);

“Submission Period” means May 28, 2018 – June 11, 2018;

ALL PARTICIPANTS AGREE TO BE BOUND BY THESE PROJECT RULES.



10 casts of Atlantic salmon will be created for Salmon Run 2018. Finalists will paint or adorn their salmon for public display. Finalists will be given \$2000 to invest in the creation of their concept. The sculptures will become the property of Discover Saint John.

Artist John Morgan has been commissioned to design and fabricate the composite salmon forms and the mounting structures for public display. The salmon structures will be designed and manufactured using reinforced composite fiberglass.

Salmon Form -- Height 60 inches from nose to tail.

Complete Form including Mounting Structure -- Height 72 inches in total mounted

The sculptures will be finished a polymer sanding primer.

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The salmon forms will be delivered to the finalists as required.

Discover Saint John will arrange for pick-up of the salmon from the finalist once it is completed.

THE PROJECT:

The Project launches May 28, 2018 and closes on July 27, 2018.

ESTIMATED PROJECT SCHEDULE

- Call to Participants: May 28, 2018
- Submission due: June 11, 2018
- Jury Meets to Select Finalists: June 19, 2018
- Public announcement of artists: June 25, 2018
- Delivery of sculptures to finalists for painting: week of July 2, 2018
- Sculptures completed: July 27, 2018

ELIGIBILITY:

The Project is open to New Brunswick residents only. Of the New Brunswick residents who submit an entry, whether as an individual or as a team entry, the Finalists will be chosen by the Jury, basing their decision on design quality. Employees, and representatives of the Sponsor, the Sponsor's advertising and promotional agencies and any third parties engaged by the Sponsor to assist it in administering the project, and persons with whom any of the aforementioned are domiciled, and members of the Immediate Family of such persons are not eligible to enter their submission.

Discover Saint John will deliver and pick-up salmon sculptures within the Greater Saint John region. Finalists from outside the Greater Saint John region are responsible for picking up their sculptures and returning them to Discover Saint John upon completion no later than July 20, 2018.

HOW TO ENTER:

No purchase necessary. To enter a submission:

- 1) During the Submission Period, you may submit as many entries as you wish as an individual and/or as part of a team as long as your entry/entries is/are:
 - A. Compliant with sections 2, 3, and 4 below.
- 2) During the Submission Period, submit your entry by regular post to the following address:

Salmon Run 2018
Discover Saint John
PO Box 1971, Saint John, NB E2L 4L1

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For courier or hand-delivery:

Salmon Run 2018

Discover Saint John

11th floor City Hall, 15 Market Square, Saint John, NB

SELECTION PROCESS AND CRITERIA

The selection of the Finalist(s) will be based on the following criteria:

- A. Aesthetic appeal
- B. Clarity of the Design
- C. Likely to have broad appeal

Consideration will be given to both established and emerging artists within these parameters.

Selected finalist(s) may be required to meet with the Salmon Run Jury to review their proposal and receive further information on the technical requirements of the project needs.

The finalists will be required to enter into a contract with Discover Saint John and as part of the contract, and will need to provide an Artist Specifications of Work which will include; details of material finishes, story of project.

The evaluation will be confidential and no totals or scores will be released to any of the proponents.

DESIGN & PRODUCTION GUIDELINES

Sculptures will be located outdoors and will need to withstand the effects of inclement weather. It is recommended that acrylic paints be used for this project and a final sealer be applied.

Proposals will be accepted for other media; for example mosaic and or decoupage, however the media has to withstand the outside elements and the artists may be required to have special finishes. Mosaic proposals may be subject to weight restrictions. Alterations to the salmon structure will not be considered.

A participant(s) may apply to paint or adorn up to two separate sculptures.

PROJECT BUDGET

The artist fee that will be paid is \$2,000 plus applicable taxes for each salmon. This fee includes all materials and artists' fees.

3) Your submission must contain the following elements:

- A. Your Design;
- B. A budget for the execution of your Design;
- C. Entry title (maximum of 60 characters);

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D. Paragraph of 250 words or less providing a description of the Design.

4) Your Design must comply with the following specifications:

- A. Be your own original creation and must not contain third-party content and/or material or ®trademarked or copyrighted content and/or material. Reproducing, modifying, or altering a third party's pre-existing work does not qualify as your original creation;
- B. Not infringe any intellectual property rights of a third party, including, but not limited to copyright;
- C. Not contain recognizable likeness or other marks identifying any person, living or dead;
- D. Not include any 'signature'—name, initials, and the like;
- E. Not be offensive or inappropriate, as determined by the Jury, in its sole and absolute discretion.
- F. The successful Finalist will be required to enter into a contract with Discover Saint John and as part of the contract, and will need to provide an Artist Specifications of Work which will include; details of material finishes, story of project.
- G. The evaluation will be confidential and no totals or scores will be released to any of the proponents.

We thank all Participants for their interest; however only selected Finalists will be contacted.

By submitting an entry you: (a) agree that the entry becomes the property of the purchaser and none will be returned, and assign all copyright and intellectual property rights of the salmon design related to the entry to the sponsor (b) grant to the sponsor a royalty-free, irrevocable, perpetual and worldwide license and right to use, reproduce, modify, adapt, publish your design in any way, and in any and all media in electronic and print materials related to the project; (c) waive any and all moral rights that you have to such design for the benefit of the project; and (d) agree that the jury has the right to modify the title of the entry and the design's brief description.

The selection process consists of three (3) stages for the selection of the Winning Designs:

In the **first stage**, following the Submission Period, the Jury will review all entries to determine which entries are Eligible Entries. The Jury will, in its sole discretion, judge Designs of Eligible Entries on the basis of Design effectiveness in order to select the top 10 Designs.

In the **second stage**, the Jury will judge the top 10 Designs on the basis of the following criteria:

1. Aesthetic appeal
2. Clarity of the Design
3. Likely to have broad appeal

In the **third stage**, the top 10 Designs overall will be selected by the Jury experts in their sole discretion, and those Designs will be announced as the Finalists moving on to the Design Period. If chosen as a Finalist, you will be provided \$2000 allowance for the creation of your design.

GENERAL TERMS AND CONDITIONS

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The Jury and listed agencies above assume no responsibility for lost, delayed, destroyed, illegible, or incomplete entries. Proof of submitting an entry is not proof of receipt by the Jury. Entries generated by script, macro or other automated means will be disqualified.

The Jury reserves the right, in its sole discretion, to: (1) disqualify any entry that, in the Jury's sole and absolute opinion, is not in compliance with the Project Rules; (2) require production of proof of compliance with the Project Rules in a timely manner and (3) require the original copy of the Design from any Finalist whose Eligible Entry included a digital image of their Design for the purposes of ensuring that the judges are presented with the clearest possible image of the Design for fair judgment. The decisions of the Jury with respect to all aspects of this Project and decisions by the judges at every stage of selection are final and binding on all participants without right of appeal.

The Sponsor and agencies above reserve the right to cancel, withdraw, suspend and/or modify the Project in whole or in part at any time and without notice, as the Sponsor determines in its sole discretion, for any reason, including, but not limited to, if events beyond the Sponsor's reasonable control make continuation not feasible, or if the integrity of the Project is impaired, including but not limited to reasons such as the loss or destruction of entries, or if a virus, bug, or computer, electronic or system malfunction, human error or another cause beyond the Sponsor's control, should corrupt the administration, security or proper and fair play of the Project.

In the event that any disagreement arises between the Sponsor and the Participants with reference to this Project or any matter arising hereunder and upon which the parties cannot agree then every such disagreement shall be referred to arbitration pursuant to the provisions of the *Arbitrations Act* (New Brunswick) and in accordance with these Rules and Regulations. Any such arbitration shall follow such rules and procedures as agreed upon by the parties, failing which they shall be chosen in accordance with the *Arbitrations Act*; and a decision and any award shall be made by a single arbitrator. There shall be no appeal from any award of the arbitrators.

The Released Parties are not responsible for any human or computer-generated or other technical error in the administration of the Project; or for the unavailability or loss of entries, illegible or incomplete entries, erroneous potential finalists or finalist announcements; or if an event or an experience associated with all or part of the prize is delayed, rescheduled, cancelled or otherwise unavailable for any reason. By entering the Project, Participants agree to comply with these Rules and forever release and discharge the Released Parties from any and all actions, causes of action, claims, costs and payments for damages, loss, injury, or death, however occurring, as a result of participating in this Project.

PRIVACY

The Sponsor is an institution subject to the Privacy Act, R.S. 1985, c. P-21. As such, all personal information, such as name and contact information, required to enter the Project is collected by the Jury and the Sponsor solely for the purposes of administering the Project, including communicating with Participants. By providing this information, the Participant consents to it being used for the stated purposes. Participants have the ability to withdraw their consent at any time by contacting the Jury or the Sponsor. Personal information will be used in accordance with the Privacy Policy found at:

<http://discoversaintjohn.com/privacy-policy/>