

2024-25 Dog Days of Winter Entry Guidelines

OFFICIAL RULES

DOG DAYS OF WINTER IS ONLY OPEN TO MEMBERS IN GOOD STANDING ON THE DATE OF SUBMISSION. INTERNET ACCESS AND EMAIL ADDRESS REQUIRED. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS WILL APPLY. VOID WHERE PROHIBITED.

1. **Eligibility:** Dog Days of Winter (the “Contest”) is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence (whichever is greater at the time of entry), and who are members of the AKC Museum of the Dog. “Members” are individuals or entities enrolled, and in good standing in, one of the following AKC Museum of the Dog membership levels: Virtual+; Basic Membership (Individual and Family/Dual); Blue Ribbon; Grand Champion; Best in Show; Winner’s Circle; Library; or Corporate. Participation in the Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Piece selection is contingent upon fulfilling all requirements set forth herein. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

2. **Sponsor:** The American Kennel Club Museum of the Dog, 101 Park Avenue, New York, NY 10178.

3. **Agreement to Official Rules and Policies:** By participating, entrants agree to abide by and be bound by these Official Rules. The decisions of the Sponsor are final and binding in all respects. Piece selection is contingent upon fulfilling all requirements set forth herein.

4. **Contest Period:** The Contest begins on October 1, 2024, at 6:00am ET and ends on January 5, 2025 at 11:59 pm ET (the “Contest Period”). Sponsor’s computer is the official time-keeping device for this Contest.

5. **Exhibition Period:** The Exhibition will begin on January 29, 2025 at 10:00am ET and ends on March 5, 2025 at 5:00pm ET (the “Exhibition Period”).

6. How to Enter:

- a) Submissions must be entered through this page or emailed to info@museumofthedog.org.
- b) Each Virtual+ Member may submit one (1) piece for entry. Individual Members and Family/Dual Members may submit up to two (2) pieces for entry. Blue Ribbon, Grand Champion, Best in Show, Winner’s Circle, Library and Corporate members may submit up to four (4) pieces for entry. All entries must follow the requirements set forth herein. Use of any automated system or multiple accounts or memberships to enter the Contest is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified.
- c) Requirements for entry:
 - 1) The artwork submitted must showcase canines in some way.
 - 2) The artwork may be any medium with a size limitation of 25” x 30”.

- 3) All entrants whose submissions are selected will be responsible for mailing or delivering their pieces to the Sponsor no later than January 24, 2024.
 - 4) The artwork submitted must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, 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 Contest.
 - 5) The artwork submitted must not contain material that violates, misappropriates or infringes upon any law or regulation or the rights of any third party including, but not limited to, any copyright, trademark or any rights of publicity or privacy, or any other intellectual property or proprietary rights.
- d) By entering the Contest, entrants warrant and represent that they are the owners of the artwork submitted and have obtained all permissions necessary for Sponsor to display, post, publish or use the photo submitted as set forth in these Official Rules and in promotional materials relating thereto including, but not limited to, permission from all persons and owners of dogs depicted in the photo submitted and from any owner or holder of any dog, property, copyrights, trademarks or other rights in materials or other items depicted in the photo submitted.
 - e) By entering the Contest, entrants warrant that the Sponsor is not liable for any damages suffered to the piece in transit or during the Exhibition Period.
 - f) Upon request from entrant and confirmation with Sponsor, entries can be picked up from the Museum by the entrant for the following period of time after the Exhibition Period – March 6, 2025 through March 21, 2025. After March 21, 2025, any entries remaining with the Sponsor will be property of the Sponsor and may be destroyed.

7. License to Use Entries: By entering the Contest, all entrants grant an irrevocable, unconditional, perpetual, worldwide, transferable, fully-paid, royalty-free, non-exclusive right and license to Sponsor and its affiliates, related entities and service providers to use, reproduce, store, copy, transmit, publish, post, broadcast, distribute, display and create derivative works of and/or otherwise use (without limitation as to when or to the number of times used) each element of an entrants' entry (including, but not limited to, the photo submitted) in connection with the Contest, the promotion of the Contest, and in any other manner at the discretion of Sponsor in any media now or hereafter known including, but not limited to, on Sponsor's Web pages, social media pages and other digital media, newsletters, third party sites, print materials, television and other broadcast media, for marketing and/or advertising. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Sponsor's use of any element of the entry and agrees not to sue or assert any claim against the Sponsor for the use of any element of the entry. Display or publication of any photo on Sponsor's Web site, social media pages and/or any other media, does not indicate that the entrant will be selected as a winner. Sponsor will not be required to pay any consideration or seek any additional approval in connection with use of an entry.

8. Selection Process: Once all entries have been submitted, they will be judged by a qualified panel of judges (to be selected by Sponsor in its sole discretion) at the conclusion of the Contest Period based on the following judging criteria:

Creativity (75%)

Demonstration of an affinity for canines and canine centric art (15%)

Quality of Work (10%)

Twenty (20) pieces from entrants will be selected to hang in the AKC Museum of the Dog for the Exhibition Period. All other entries will be displayed on the Museum's Community Wall.

9. Notification to Selected Artists: The entrants whose pieces are selected to hang in the gallery will be notified by email at the addresses provided on the entry form. If the potential selected entrants cannot be contacted within five (5) business days after the date of the first attempt to contact him/her or the communication is returned as undeliverable, the potential selected entrant forfeits the selection and Sponsor reserves the right to award the selection to another entrant. The potential selected entrants must continue to comply with all terms and conditions of these Official Rules and selection is contingent upon fulfilling all requirements. By entering the Contest, entrants agree to the use by Sponsor and its designees of their names, statements and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. Upon request, selected entrants agree to consent to such request in writing.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other Contest or in an inappropriate, unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability: By participating in the Contest, entrants agree to release and hold the Sponsor and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, promotional partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the selected piece, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest; (e) late, lost, stolen, illegible, inaccurate, delayed, misdirected or undeliverable, posts, email, mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest. Entrants further agree that in any cause of action, the Released

Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

To the fullest extent permitted by applicable law, entrant hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), arising directly or indirectly from the exercise of rights by Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf under these Official Rules or the production, exhibition, exploitation, advertising, promotion, or other use of entrant's entry, and whether resulting in whole or in part from the negligence of Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf, or any other person, and entrant hereby covenants not to make or bring any such Claim against Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf, and forever releases and discharges the Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf from liability under such Claims.

12. Disputes: Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded ("Claims") shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York, New York. All Claims, issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York and the federal laws of the United States of America without giving effect to any choice of law or conflict of law rules or provisions, which would cause the application of the laws of any jurisdiction other than New York. Entrants agree that: (1) any and all Claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; and (2) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

13. Collection and Use of Personal Information: By entering the Contest, entrants agree to Sponsor's collection, use and disclosure of entrant's personal information as described in Sponsor's Privacy Notice, located at <https://live-museumofthedog.pantheonsite.io/privacy/>; and entrants agree that personal data submitted with an entry, including but not limited to name, mailing address, phone number and email address may be collected, processed, shared, disclosed, stored, maintained and otherwise used by Sponsor for the purposes of conducting and administering the Contest; for marketing purposes by the Sponsor if entrant has opted-in to receive marketing communication from Sponsor; and for any other purpose outlined in these Official Rules.