

# Maryland Lottery and Gaming Control Agency

## Maryland Treasures Art Contest Official Rules

## **Call for Submission of Artwork**

## 1. Description.

- A. The Maryland Lottery and Gaming Control Agency ("MLGCA") calls for the submission of artwork for an Instant Scratch-Off Ticket themed "Maryland Treasures" according to these rules ("Rules").
- B. The MLGCA is calling for Maryland residents to submit original artwork ("Entrant") of any visual arts medium that include "works on paper" and digital art to be used on a Maryland Lottery 2026 Instant Scratch-Off Ticket themed "Maryland Treasures" game (the "Game") as well as the Game marketing and advertising (the "Ticket Promotion").
- C. From the submitted artwork (each, an "Entry"), the MLGCA will select up to three (3) pieces of artwork that meet the eligibility requirements (a "Valid Entry").
- D. From the Valid Entries, MLGCA will select three pieces of artwork (each Entrant of the selected artwork, a "Winner") to win an award of \$4,000 ("Award").
- E. By making a submission, an Entrant explicitly acknowledges and agrees that the Entry if a Winner, is a work made for hire.
- F. The Winner will be required to execute an agreement; provide the MLGCA with their original artwork (the "**Winning Artwork**"), or if the Winning Artwork is digital, MLGCA may require that the Winner provide the Winning Artwork in a specific file format; and provide other requested information.
- G. Each Winner will be required to enter into an agreement with the MLGCA that includes that the Winning Artwork is a "Work Made for Hire". As a work made for hire, the MLGCA and their contractors shall have the irrevocable worldwide right to license, sublicense, edit, alter, modify, edit, post, reproduce, publicly display and publish, in any media, including online, any or all material which Entrant submits. The intent of this is to allow the MLGCA's contractors to do what is needed to create the Instant Scratch-Off Ticket and to conduct Ticket Promotion.
- H. All Entrants agree not to reproduce or publish their Entry after submission and until the deadline for Winner Award Acceptance (the "Holding Period").
- I. Winner may not reproduce or publish the Winning Artwork without MLGCA's consent.

## 2. Method of Entry.

- A. Entry is through the landing page at <u>mdlottery.com/CallForArt</u>.
- B. Each Entrant must submit all pieces of artwork on a single Entry form.
- C. A maximum of 5 pieces of artwork may be submitted by an Entrant. No subsequent Entries from the Entrant will be considered.
- D. An Entrant must select the "ENTER NOW" button on the Entry form to submit a file(s). Each file must be a maximum of [size50MB] in [JPG(s)] through WooBox.
- E. For help or if you have questions, send an email to <u>ask.lotteryandgaming@maryland.gov</u> with a subject line of "Maryland Treasures Art Contest".



## 3. Entry Periods, Deadlines, and Winners Selection Dates.

- A. The Entry Period begins on Tuesday, July 1, 2025 and ends at 11:59 PM ET on Friday, August 15, 2025.
- B. Entry eligibility will be determined by the date and time of submission of an Entry in accordance with the "Entry and Contest Schedule" below and compliance with the eligibility requirements. MLGCA will determine whether an Entry is a Valid Entry.
- C. From the Valid Entries, MLGCA will select three pieces of artwork and determine the Winners. Winners will be notified on the dates below, or as soon as practicable.

## Entry and Contest Schedule

Date and Time	Event
Tuesday, July 1, 2025	Entry Period – Begins
Friday, August 15, 2025 at 11:59 PM ET	Entry Period – Ends
Friday, September 5, 2025	Notifications of Selection to Winners via email
Friday, September 19, 2025	Deadline for Award Acceptance by Winner: (See "Section 6" for details)
Friday, September 19, 2025	Holding Period – Ends
Friday, March 20, 2026	Game Launch

- 4. Eligibility Requirements. MLGCA shall have discretion to eliminate from consideration any Entry that does not meet the following criteria:
  - A. <u>Entrants:</u>
    - a. Must be at least eighteen (18) years of age;
    - b. Must be a Maryland resident;
    - c. May not be an MLGCA employee, member of the Maryland Lottery and Gaming Control Commission, or an employee of an MLGCA contractor, or an individual who is a spouse, child, parent, or sibling of an officer, or employee that resides in the principal residence of the officer, or employee.
  - B. <u>Theme</u>. Entries must capture the theme of "Maryland Treasures" or generally celebrate the State of Maryland, including elements of the State's history, landmarks, or culture.
  - C. <u>Entries must not</u>:
    - a. Include any political or religious icons or messaging; and may not contain, depict or show any content that: is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo, hate speech, or inappropriate language; defames, misrepresents, or contains disparaging remarks about MLGCA or companies, contains trademarks, logos, or trade dress or other copyrighted material without permission. Entries should not contain



alcohol, drugs, or their paraphernalia;

- b. Appeal to or be directed at children;
- c. Violate copyright or intellectual property laws. Entry must be an original concept and created solely by the Entrant. No Entries may be copied in whole or in part from other artist's work or published photos is acceptable. Entrant's work must not contain or be created from AI.
- D. <u>Multiple Entries</u>. Each Entrant may submit a maximum of five (5) pieces of artwork. If an Entrant submits multiple Entries, all Entries must be submitted on a single Maryland Treasures Entry form on Woobox <u>https://scnv.io/QWg7</u>. Entrants with multiple Entries are eligible to win more than one (1) Award.
- E. <u>No Joint Works</u>. An Entry may not be created by more than one person.
- F. <u>Entry Medium</u>. Entries may be created from any visual arts medium, including "works on paper" and digital works (e.g. painting, drawing, photograph, print making, collage, mixed media, digital).
- G. <u>Orientation and Scale</u>. Entries must be oriented vertically and at a scale or scalable to fit a 4-inch x 4-inch area on an instant ticket. For the Game ticket template and examples showing how art is displayed on instant tickets, visit <u>mdlottery.com/CallForArt</u>.
- H. <u>Entrant Signature</u>. Entrant signature must not be visible on an Entry to allow for blind judging of the Valid Entries. Tape, sticky notes, or other alteration of the Entry may be used to hide or remove a signature from the submission.
- I. <u>Entry Form</u>. Entrants must complete the Entry Form with their submission, which includes providing their name, email address, phone number.
- J. <u>Photographs</u>. Photograph Entries must have a minimum resolution of 300DPI and must have a minimum 1/8-inch bleed on all sides to ensure proper printing of the image. Photograph size needs to be a minimum size of 4.25 X 4.25 or larger.
- K. MLGCA is not responsible for mis-delivery, late delivery, or the failure of receipt of any required information, regardless of the cause of the failure of transmission.
- L. Entries mailed or hand-delivered to the MLGCA will be disqualified and will not be returned.
- M. MLGCA reserves the right to contact an Entrant during judging for clarification about the eligibility of an Entry.

## 5. Winning Artwork Selection.

- A. The MLGCA judging team will be chosen from employees in the MLGCA Product Development, Creative Services, and Communications and Advertising units. The judging team will consider all Valid Entries and select up to three (3) Winning Artworks.
- B. Entries will be judged based on originality, concept, brand fit, appearance, use of color, and ability of the MLGCA to fit and replicate the Winning Artwork on a Scratch-Off Ticket themed "Maryland Treasures".
- C. MLGCA reserves the right to contact an Entrant during judging for clarification about how the Entrant believes the Entry captures the theme of "Maryland Treasures".
- D. If MLGCA receives an insufficient number of Valid Entries, or none, the MLGCA may, in its sole discretion, cancel all or part of this Call for Submission of Artwork.
- E. All decisions by the MLGCA will be final.



### 6. Winner Notification and Acceptance.

- A. Winners will be notified using the email address information submitted with the Entry.
- B. <u>Acceptance by Winner</u>. Winners must acknowledge receipt of the notification email within the timeframe specified by the MLGCA by providing to MLGCA: (1) the Winning Artwork in the file format described in Section 6C; (2) a signed agreement; and (3) any additional paperwork or information requested by MLGCA. Failure to provide any of the items required in the designated timeframe (see "Entry and Contest Schedule") may result in disqualification.
- C. <u>File Format of Winning Artwork</u>. Upon Notification of Selection for Award, if the Winning Artwork is not digital, the Winner must submit the original Winning Artwork to the MLGCA.
  - i. If the Winning Artwork is not digital, MLGCA will be responsible for making the original Winning Artwork suitable for use on a Scratch-Off Ticket. Winning Artwork will be a work made for hire and will not be returned to the Winning Artist.
  - ii. If the Winning Artwork is digital, the Winner must submit the Winning Artwork in an acceptable CMYK file format (EPS, AI, JPG, PDF, or TIFF), that allows the MLGCA design team to access the art and fonts of the Winning Artwork in Adobe Illustrator.
- 7. Prize Details. Each Winner will receive:
  - A. An Award of \$4,000 cash from MLGCA payable to the Winner upon Acceptance by the Winner in accordance with Section 6;
  - B. Publicity on the MLGCA website and detailed information about the Winner and the Winning Artwork showcased on the Game's landing page;
  - C. Media interviews with MLGCA staff promoting the Winning Artwork and Game ticket; and
  - D. Prominent exposure through their Winning Artwork being featured on the Game ticket and corresponding Ticket Promotion, including the Winning Artwork being featured as one of multiple "scenes" used for printing the instant ticket and the Winners' names on the back of the instant tickets. Game tickets will be displayed and sold at over 4,000 retail locations throughout the State of Maryland.
- 8. Entrant Acknowledgements. Each Entrant acknowledges that:
  - A. Entry does not automatically grant or assume an Award, any other award or compensation.
  - B. If selected as a Winner, the Winner will assist with the Ticket Promotion through social media and media promotions with MLGCA and in accordance with the executed agreement.
  - C. As it relates to the Ticket Promotion, MLGCA, their legal representatives, contractors, successors or assigns, shall have the irrevocable, worldwide right to use, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all art which Entrant uploads to the Woobox or any other websites (including, without limitation, social media sites) with or without name credit to the Entrant without any additional consideration or approvals from or to Entrant.
  - D. The artwork Entry is an original piece of work, a copy of which is submitted as the Entry.
  - E. They will not reveal their artwork, publish the artwork, or make any other use of the artwork until the date noted in the Entry and Contest Schedule at the end of the Holding Period. This is in part due to the fact that a Winning Artwork will be a "work made for hire".
  - F. By submitting an Entry, Entrant represents and warrants that:
    - (1) The Entry includes only original artwork;
    - (2) AI was not used in any aspect of the Entry;



- (3) The Entry art does not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;
- (4) No adverse claim exists with respect to the Entry artwork;
- (5) The Entry artwork has not been published or displayed in any form anywhere in the world;
- (6) Any and all materials that are incorporated in the Entry artwork are free from any reversionary rights; and
- (7) Entrant will hold MLGCA and their assigns and contractors, harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, that the MLGCA and their assigns and contractors may suffer or incur as a result of any breach or alleged breach of the foregoing warranties.
- G. MLGCA reserves the right to modify the Winning Artwork in any way and at its sole discretion for any use by the MLGCA.
- H. MLGCA reserves the right to select alternate Winning Artwork(s) for any reason.
- I. MLGCA reserves the right to cancel this Call for Submission of Artwork at any time and for any reason.
- J. MLGCA is not responsible for Winning Artwork that violates copyright or other laws.
- K. Each Winner will enter into an agreement with the MLGCA that memorializes that the Winning Artwork is a "Work Made for Hire". The agreement will require the Winner's acknowledgement that the Winning Artwork was created for the sole and exclusive use by the MLGCA and that the MLGCA is the sole and exclusive owner of all right, title, interest, therein, including all proprietary rights relating thereto. If MLGCA determines that any selected Winning Artwork does not qualify as a "Work Made for Hire", Winner will assign to MLGCA all right, title, and interest that Winner may possess in such Winning Artwork including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Winner will take such steps as are necessary to enable MLGCA to record such assignment, at MLGCA's expense.
- L. Upon submitting an Entry, Entrant agrees that the MLGCA may use their art, name, voice, photograph, video, any social media postings, and likeness in any form for the purpose of advertising or publicizing the MLGCA.
- M. Except where prohibited or restricted by law, Winner's acceptance of the Award constitutes the Winner's consent for the MLGCA or its agents to use and/or publish winner's full name, county, city and state of residence, hometown, photograph or other likeness, entry, pictures, portraits, voice, testimonials, opinions, biographical information (in whole or in part), and statements made by Winner, worldwide and in perpetuity for promotional purposes, in any media, without further compensation, notice, review, or approval.

## 9. Miscellaneous

- A. Exceptions or modifications to these Rules must be approved in writing by the MLGCA Director.
- B. The MLGCA reserves the right to assign a designee(s) to perform the responsibilities of parties specifically assigned duties within these Rules.
- C. Void where prohibited by law.
- D. <u>THE MLGCA, IN ITS SOLE DISCRETION, MAY END OR CANCEL THIS CALL FOR</u> <u>SUBMISSIONS AT ANY TIME. RULES ARE SUBJECT TO CHANGE AT THE MLGCA'S</u> <u>DISCRETION AT ANY TIME.</u>