

**North Carolina Office of the State Auditor
2025 Holiday Card Art Competition
Student Information & Release Form**

WHEREAS, the North Carolina Office of the State Auditor (“OSA”) is conducting an art competition (“the Competition”) to select artwork to be featured on the cover of its official 2025 holiday card; and

WHEREAS, the Artist has submitted or intends to submit artwork (“the Artwork”) for consideration in the Competition;

WHEREAS, in the event the Artist’s Artwork is selected as a winning entry in the Competition, OSA desires to obtain certain rights to reproduce, distribute, display, and otherwise use the Artwork and the Artist’s name, likeness, and biographical information in connection with the holiday card; and

WHEREAS, the Artist desires to grant such rights in perpetuity to OSA subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the opportunity to participate in the Competition, the Artist agrees as follows:

SECTION I: ARTIST’S REPRESENTATIONS AND WARRANTIES

- A. The Artist is either (i) at least 18 years of age or (ii) if under 18 years of age, the Artist’s parent or legal guardian has signed this Release Form on the Artist’s behalf.
 - i. By signing this Release Form, the Artist’s parent or legal guardian represents and warrants that he or she has the legal right and authority to sign this Release Form on behalf of the Artist.
- B. The Artist is a K-12 student who lives in North Carolina.
- C. The Artist is the sole creator and exclusive owner of all rights, title, and interest in and to the Artwork, or has obtained all necessary permissions and releases from any co-creators or co-owners.
- D. The Artwork is original and does not infringe upon the intellectual property rights or any other rights of any third party.
- E. There are no claims or disputes that would prevent, limit, or interfere with the rights granted to OSA under this Release Form.
- F. The Artist has not previously granted any rights in the Artwork that would conflict with the rights granted to OSA under this Release Form.

SECTION II: OSA’S REPRESENTATIONS AND WARRANTIES

- A. OSA will use the Artwork and the Artist's name, likeness, and biographical information only as permitted under this Release Form.

SECTION III: GRANT OF DISTRIBUTION RIGHTS

- A. In the event the Artist's Artwork is selected as a winning entry in the Competition, the Artist hereby grants to OSA the following rights in perpetuity:
- i. The right to distribute and display the Artwork publicly in connection with OSA's holiday card and related promotional materials, including on OSA's social media accounts, website, and newsletter, etc.
 - ii. The right to modify, crop, or otherwise alter the Artwork as reasonably necessary for reproduction on the holiday card and related promotional materials, provided that such modifications do not substantially alter the artistic integrity of the Artwork.
- B. The Artist shall retain ownership of all right, title, and interest in and to the Artwork, including all copyright and other intellectual property rights therein, subject only to the license and rights granted to OSA under this Release Form.

SECTION IV: GRANT OF PUBLICITY RIGHTS

- A. In the event the Artist's Artwork is selected as a winning entry in the Competition, the Artist hereby grants OSA the following rights in perpetuity:
- i. The right to use the Artist's name, likeness, biographical information, and statements in connection with the promotion, distribution, and display of the Artwork, the holiday card, and the Competition.
 - ii. The right to identify the Artist as the creator of the Artwork in all reproductions, distributions, displays, and performance of the Artwork.
 - iii. The right to issue press releases, create promotional materials, and otherwise publicize Artist's participation in and/or winning of the Competition.

SECTION V: RELEASE OF LIABILITY

- A. The Artist and/or the Artist's parent or legal guardian release OSA from any and all liability for damage, loss, or misappropriation of the art entry during and subsequent to the Competition.

SECTION VI: ARTIST'S INDEMNIFICATION OBLIGATIONS

- A. The Artist and/or the Artist's parent or legal guardian agree to indemnify, hold harmless, and defend OSA against any and all claims of any nature whatsoever, including, but not limited to, claims of copyright infringement, by any party whatsoever, arising out of or in any way related to the Artist's submission in the Competition.

ARTIST:

ARTIST NAME

ARTIST SIGNATURE

DATE OF SIGNATURE

PARENT/LEGAL GUARDIAN (IF ARTIST IS UNDER 18 YEARS OF AGE):

PARENT/LEGAL GUARDIAN NAME

PARENT/LEGAL GUARDIAN SIGNATURE

DATE OF SIGNATURE

ART TEACHER VERIFICATION OF ARTWORK'S ORIGINALITY:

ART TEACHER NAME

ART TEACHER SIGNATURE

DATE OF SIGNATURE