

# DONALD DUCK 75<sup>TH</sup> ANNIVERSARY PORTRAIT CONTEST

## *CALL FOR ENTRIES*

**In celebration of Donald's 75<sup>th</sup> "Birthday," The Walt Disney Archives is pleased to announce a call for entries to create a new, official portrait of the world's most beloved duck.**

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### **Will you be the next legendary Donald Duck artist?**

**ARTIST ELIGIBILITY:** This contest is open to any member in good standing of D23, who is 18 years of age or older.

**PORTRAIT SPECIFICATIONS:** The final work must be a full-length portrait of Donald, evoking the complex personality of our favorite duck.

Medium: oil, acrylic, or watercolor on canvas

Dimensions: 24" W x 36" H

Notes: May be signed by artist

**ELIGIBLE WORK:** Works must be original in concept and created solely for this contest. Work may not have been previously published in any form whatsoever. Work done for The Walt Disney Company family of companies, or with any help from or under the supervision of another person will not be accepted.

**ENTRY FORMAT AND FINALIST SELECTION:** Initial entries must be original sketches of the planned work in any media and any size selected by the artist. No more than three (3) sketches may be submitted by any one contestant. Sketches will be judged by a panel of creative executives selected by The Walt Disney Archives ("Archives"), and finalists will be notified of their selection by telephone or email and requested to begin creation of a painting for final submission. Finalists must respond to the notification within 10 days of receipt or forfeit their participation in the contest.

Sketches should be mailed or delivered to:

The Walt Disney Archives

500 S. Buena Vista St.

Burbank CA 91521-3040

ATTN: Donald Duck Portrait Contest

**ENTRY FORMS:** Entry forms must be downloaded from the D23 Web site and must be fully completed, signed and affixed to the original sketch(es). Entries submitted without completed forms will not be considered. Entries must be received on or before June 15, 2009. **ENTRIES RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED OR RETURNED.** D23 is not responsible for late mail deliveries.

**NOTIFICATION:** Artists whose work has been accepted by the panel at the initial sketch stage will be notified they are finalists by telephone or e-mail on or before July 15, 2009, and must respond to the notification. If a response has not been received within ten days of notification, the acceptance will be null and void. Final artwork is due on or before August 15, 2009. From the final artwork received, the panel will select one winner and several runners up, all of whom will have their artwork displayed at the D23 Expo. Those finalists selected to have their work displayed will be notified no later than August 28, 2009. The winning entry will be announced at the D23 Expo, on or about September 12, 2009

**CONTACT:** For further information, names of finalists chosen and any other questions about the contest, please contact The Walt Disney Archives via e-mail at [Donald.Contest@D23.com](mailto:Donald.Contest@D23.com), subject line: Donald Duck Portrait Contest. **PLEASE NOTE: ART SUBMISSIONS MAY NOT BE MADE THROUGH THIS EMAIL ADDRESS.**

**SPECIAL NOTE:** Upon submission, all entries (sketches and final paintings) become the property of Disney and may be used in perpetuity at Disney's sole discretion. Artists are responsible for all materials including packaging and shipping costs. All finalists selected to have their work displayed at the D23 Expo will be eligible for two complimentary 4-day passes for the 2009 D23 Expo.

# **DONALD DUCK 75<sup>TH</sup> ANNIVERSARY PORTRAIT CONTEST**

## *PROJECT TIMELINE:*

**5/26/09** – Donald Duck Portrait Contest announced via press release and on D23 Web site

**06/15/09** - Concept sketches due.

**07/08/09 – 7/12/09** – Judging panel chooses top finalists (up to 25 entrants).

**07/15/09** – Notification to finalists.

**08/14/09** – Final entries due.

**8/28/09** – Winner and runners up artwork selected to appear at the D23 Expo.

**9/12/09** – Winner announced at D23 Expo.

Photo of artist and portrait published in the Winter issue of *Disney twenty-three* and on the D23 Web site following the Expo.

# DONALD DUCKS 75<sup>TH</sup> ANNIVERSARY PORTRAIT CONTEST

## ARTWORK SUBMISSION FORM:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

D23 Member No. \_\_\_\_\_

ACKNOWLEDGEMENT AND AGREEMENT: I acknowledge I have read the attached Rules and Procedures for Submission of Work and agree to abide by them. I guarantee that the sketch submitted here is original in concept, has not been published before in any form whatsoever and was created solely for this contest, and that I am the sole creator of the work. I understand that by submission of the artwork I am assigning to Disney Enterprises, Inc. ("Disney"), the artwork and all intellectual property rights associated with it, regardless of whether selected for presentation or not, and regardless of the fact that compensation is not being given to me.

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Please sign your name on the line provided below. Your signature gives your artist's consent to all conditions specified above and in the Rules and Procedures for Submission of Work.

\_\_\_\_\_  
Contestant's Signature

\_\_\_\_\_  
Contestant's Name (Print)

\_\_\_\_\_  
Date

For Office Use Only

Submission Number:

Date Received:

Initials:

# **DONALD DUCK 75<sup>th</sup> ANNIVERSARY PORTRAIT CONTEST**

## *RULES AND PROCEDURES FOR SUBMISSION OF WORK*

1. The contest is open to all members in good standing of D23, who are 18 years of age or older.
2. The submitter must complete the Artwork Submission Form and the Artwork Submission Agreement downloaded from the D23 Web site and return both documents to the designated contact along with his/her artwork. Artwork that does not meet the requirements of the contest will not be considered and will not be returned. D23 is not responsible for late mail deliveries.
3. Submitters are not entitled to any compensation. This includes any costs associated with the creation of the artwork, materials used, or any shipping, packing, mailing or other preparation costs incurred.
4. The deadline for receipt of initial sketches for consideration has been designated as on or before June 15, 2009. Entries received after this date will not be accepted, judged or returned. A cut-off date for receipt of finalist artwork has been designated as on or before August 15, 2009. Entries received after this date will not be accepted, judged or returned.
5. If a requisite minimum number of submissions is not received, or the quality of the work received does not meet the minimum standards of the panel, The Walt Disney Archives reserves the right, in its sole discretion, to designate an artist to create the portrait.
6. Upon submission of artwork, the submitter assigns to Disney Enterprises, Inc. ("Disney"), the artwork and all intellectual property rights associated with it, regardless of whether selected for presentation or not, and regardless of the fact that compensation is not given to the submitter, in perpetuity. Disney and/or any of its parent, subsidiary or affiliated companies may freely use or license the use of, or not use or license the use of, any and all submitted artwork, in whole or in part, in perpetuity.
7. The Archives reserves the right to terminate the contest at any time for any reason without any further obligation to any individual contestant.
8. Works must be: original in concept; created solely for this contest; and entirely created and executed by submitter with no assistance or contribution from any other person. Work may not have been previously published in any form whatsoever. Work done for other business of Disney (or its parent, affiliated or subsidiary companies) or under supervision will not be accepted.

9. Initial entries must be original sketches of the planned work in any media or size selected by the artist. Final entries must meet the designated specifications of medium and size.

10. Any violation of the above Rules and Procedures will result in disqualification.

# **DONALD DUCK 75<sup>th</sup> ANNIVERSARY PORTRAIT CONTEST**

## **ARTWORK SUBMISSION ACKNOWLEDGEMENT AND RELEASE**

I agree that the terms and conditions of this Artwork Submission Acknowledgement and Release (“Agreement”) shall govern any artwork, ideas, suggestions or other proposals (collectively “Artwork”) that I submit to The Walt Disney Archives as entries to the Donald Duck 75<sup>th</sup> Anniversary Portrait Contest:

1. I hereby acknowledge and agree that I have read and understand the Donald Duck 75<sup>th</sup> Anniversary Portrait Contest Rules and Procedures for Submission of Work (the “Program Rules”), and I will abide by them.
2. I agree that as consideration for the opportunity to be considered as a contestant as described in the Program Rules, all Artwork that I submit shall immediately become the sole property of Disney Enterprises, Inc. (“Disney”). I shall execute and deliver all further documents and instruments and do all acts and things that Disney may require to perfect its ownership of my Artwork and any intellectual property therein, and to effectuate the purpose of this Agreement to assign such rights to Disney.
3. I understand that I shall not be entitled to any payment or other compensation in connection with any Artwork I submit, regardless of whether or not the Artwork is selected, and I hereby acknowledge that I have no further claims to compensation or other consideration of any kind.
4. I understand and agree that the Archives may freely decide to postpone or abandon any plans it may have for the implementation of my Artwork at any time before or during the implementation process, if the Archives so chooses, without obligation to me.
5. I understand and agree that any Artwork I submit may not be chosen for the Donald Duck 75<sup>th</sup> Anniversary Portrait Contest, may not be used at all, or may be used in any manner and for any purpose by the Archives or its parent, affiliated and subsidiary companies (collectively, “Affiliates”) or their respective licensees, without any consideration to me, and I will not later contend otherwise or seek the return of the Artwork to me.
6. I understand that this opportunity for me to submit Artwork for review is a limited exception to The Walt Disney Company's Policy on the Unsolicited Submission of Ideas, and that, as an inducement for the review of my submission(s), which I submit on my own initiative, I accept the conditions of submission as stated in this Agreement.
7. I do hereby fully and unconditionally release the Archives and its Affiliates, and any others claiming under any of them, from any and all liability for any claim: (a) that I might have or might otherwise assert against the Archives or such others by reason of the Archives or its Affiliates’ consideration, claimed use or use of any ideas or materials that

are included in any Artwork I submit; and (b) relating in any way to the presentation of any Artwork I submit to the Donald Duck 75<sup>th</sup> Anniversary Portrait Contest.

8. I hereby acknowledge my understanding that at all times the Archives and its Affiliates have many ideas and projects under consideration and in process and that it is quite possible that ideas similar or identical to any Artwork I submit may at this time be in use or already under consideration by any of them, and I will not contend otherwise.

9. I agree that the Archives and its Affiliates shall bear no responsibility for any loss, theft or destruction of any Artwork I submit or any materials supplied in connection with it while in their possession or in transit, and that there is no obligation to return any Artwork to me.

10. This Agreement and the release contained herein shall inure to the benefit of and be binding upon the Archives, its Affiliates and me, and each of our respective heirs, successors, representatives, assigns or licensees.

11. I agree and confirm that I shall submit only Artwork that has been created and developed solely by me, and I represent and warrant that no other party holds any rights with respect to any such Artwork. I further agree and confirm that I shall submit only Artwork that has not previously been published.

12. I hereby represent that I have read and understand this Agreement and the release contained herein, and that this Agreement states my entire understanding with respect to any Artwork I may submit for review.

13. This Agreement supersedes any prior, oral or written representations and agreements between the parties with respect to the subject matter hereof, except for the Donald Duck's 75<sup>th</sup> Anniversary Portrait Program Rules, all of which are incorporated herein by this reference. Should any provision or part of any provision of this Agreement be invalidated, the balance of this Agreement shall remain in full force and effect.

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Contestant's Signature

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Contestant's Name (Print)

Date: \_\_\_\_\_