



Splash of Creativity Cover Sheet - Page 1

Submitting:

- ☐ Individually
☐ As part of a classroom
☐ Through eligible program

Applicant Information

Student Info:

Student First Name: _____ Student Last Name: _____

Student Contact (if over 18)

Address: _____ City: _____ State: _____

Zip Code: _____ Phone Number: _____ Email: _____

Guardian Info (If under 18)

Guardian's First Name: _____ Guardian's Last Name: _____

Guardian Address: _____ City: _____ State: _____

Zip Code: _____ Phone Number: _____ Email: _____

Classroom Info:

Please fill out this section even if submitting individually in order to verify eligibility.

Teacher Name: _____ Grade Level: _____

School: _____

School Address: _____ City: _____ State: _____

Zip Code: _____ Phone Number: _____ Email: _____

Program Info:

Please fill out if submitting through participation in a program with a library, art museum, or local chapter of an eligible organization. If submitting as part of a classroom or individually, this section may be left blank.

Program: _____ Program Contact: _____

Organization: _____

Organization Address: _____ City: _____ State: _____

Zip Code: _____ Phone Number: _____ Email: _____

Submission Details:

Submission Title: _____ Submission Size: _____

Submission Medium: _____

Caring for Water Category: ☐ Conservation ☐ Water Cycle ☐ Watershed ☐ Other

If other, please specify: _____

Local California Water Concern Addressed: _____

Please describe your submitted work. If you need an extra page, feel free to add one to your submission.



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Submission Information

Signatures

[] Yes, I agree to the competition rules (p 4-7)

Guardian Signature (if under 18):

Student Signature (if over 18):

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

On Behalf Of: _____

NOTE: Submissions will not be returned, however, photographs of the artwork to be submitted are acceptable in lieu of the original work. Only one submission will be accepted per submitting student.



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Terms & Conditions

CAL WATER'S TAP INTO LEARNING SPLASH OF CREATIVITY ("Contest")

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

SPONSOR: California Water Service Company ("Cal Water"), 1720 N. First Street, San Jose, CA 95112.

OVERVIEW OF CONTEST: This is a Contest soliciting individual art projects focused on caring about water ("Art") from students located in one of Cal Water's regulated service areas (collectively, "Territory"). The Contest is open to kindergarten through grade 12 students (individually, "Participant"). Participant art submissions can include but are not limited to water conservation, water quality/reliability, alternative water sources, water cleanup, or protecting the watershed. The Contest will have four tiers for submission and awarding of prizes: (i) Grades Kindergarten through Second; (ii) Grades Third through Fifth; (iii) Grades Sixth through Eighth; and, (iv) Grades Ninth through Twelfth (individually each a "Tier" and collectively the "Tiers").

PRIZES: The following Prizes will be awarded to a winning Participant in each Tier ("Winner") as follows: **ONE (1) GRAND PRIZE IN ART AWARD** consisting of a \$250.00 gift card. **ONE (1) EXCELLENCE IN ART AWARD** consisting of a \$100.00 gift card. **ONE (1) SPECIAL RECOGNITION** consisting of a \$50.00 gift card. **ONE (1) HONORABLE MENTION** consisting of a \$25.00 gift card. Prize components may not be separated and are not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All prizes will be awarded provided there are at least three eligible entries received per Tier, and prizes are validly claimed by May 30, 2027, after which no alternate Winners will be selected and no unclaimed prizes awarded. Any and all federal, state and local taxes associated with the receipt or use of a prize are the sole responsibility of each recipient.

ELIGIBILITY: To be eligible for this Contest, a participant must be: **[1]** a student between Kindergarten and twelfth Grade; **[2]** physically located within the Territory, either residing within the Territory, attending school within the Territory, or participating through a club or program located within the Territory such as, but not limited to, participating through an art museum, children's museum, or Boys & Girls club located within the Territory; **[3]** willing to have their submission, inclusive of the **i)** submitted Art; **ii)** artist's statement; **iii)** artist's first name and last initial; **iv)** city name for the artist's school; **v)** the name of the artist's school; **vi)** submission Tier; **vii)** submission details: a) submission title; b) submission size; c) submission medium; d) submission category; and e) submission water concern; and **viii)** submission year (collectively, "Public Submission Elements") published and/or otherwise distributed by Cal Water; and, **[4]** have parent/legal guardian consent to the terms of the Contest. Contest governed by U.S. and California law. All applicable federal, state, provincial, and local laws and regulations apply. Void where prohibited. A Participant shall not be excluded from eligibility if the participant is also a participant in any other Tap Into Learning sponsored program.

ENTRY PERIOD: Contest will begin on or about August 3, 2026, and end at 11:59:59 PM, (Pacific Standard Time) February 28, 2027. The U.S.P.S. postmark shall serve as the official time keeping device for this Contest and all entries must be postmarked no later than February 28, 2027.

ENTRY: During the Entry Period, a parent/legal guardian, or an Authorized Representative (as defined below) acting with the parent/legal guardian's documented consent, may enter the Contest on behalf of a Participant by: (1) agreeing to these Rules and the additional terms below through the Submission; and (2) sending a Submission by U.S. Mail to: **California Water Service, Splash of Creativity, ATTN: Conservation Department, 2632 West 237th Street, Torrance, CA 90505** ("Entry"). Art for a Project should be visual (such as sketches, paintings, inks, and other fine arts that can be seen all at once). Additionally, all Art must be accompanied by an artist's statement regarding the piece and its relation to the theme. Each Submission shall include the following elements: **[1]** Artist's

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Statement; [2] Fine Art; and [3] official Splash of Creativity Coversheet (located at challenge.calwater.com/a-splash-of-creativity/submission) (collectively, "Submission"). The Artist's Statement shall be at least one paragraph, but less than 500 total words, and provide a description of the Submission and how the Submission reflects on the theme of caring for water. The coversheet shall be complete, including [1] student info; [2] student contact or guardian info depending on student age; [3] classroom info; [4] submission details; [5] artist's statement; and [6] signatures.

SCHOOL, TEACHER, CLUB, OR PROGRAM SUBMISSIONS: A current teacher, school employee, club representative, program representative, or other adult authorized by the applicable school, club, or program (an "Authorized Representative") may assist a Participant with, or submit, a Submission only subject to the following terms: **[1] Authority.** The Authorized Representative represents and warrants that the Authorized Representative is acting within the scope of their authority and has obtained all approvals required by the applicable school, school district, club, program, or other organization. Only a current employee or duly authorized representative may act on an organization's behalf. **[2] Parent/Legal Guardian Consent.** Before assisting with or submitting a Submission, the Authorized Representative must obtain and retain verifiable written consent from the Participant's parent/legal guardian authorizing the Participant's entry, agreeing to these Rules, and permitting Cal Water to collect, use, publish, and otherwise process the Submission, the Public Submission Elements, and other information described in these Rules. School or organizational consent does not replace parent/legal guardian consent unless applicable law expressly permits the school or organization to act as the parent's agent for the specific activity and Cal Water has approved that method of consent in writing. Upon request, the Authorized Representative must promptly provide Cal Water evidence of the required consent. **[3] COPPA Compliance.** To the extent personal information is collected online from a Participant under 13 years of age in connection with the Contest, the Authorized Representative must comply with the Children's Online Privacy Protection Act and its implementing rule (collectively, "COPPA"). The Authorized Representative may not direct or permit a child under 13 to provide personal information online unless the parent/legal guardian has received the required notices and Cal Water has obtained, or confirmed receipt of, verifiable parental consent covering the collection, use, and disclosure. Because the Contest contemplates public display and promotional use, school or organizational consent alone will not substitute for verifiable parental consent. The Authorized Representative must provide the parent/legal guardian these Rules and Cal Water's applicable privacy notice, retain any consent records it obtains, limit information to what is reasonably necessary for participation, and promptly notify Cal Water of any parental request to access, correct, or delete information or withdraw consent. Nothing in this section limits Cal Water's independent COPPA obligations. **[4] Student Privacy and Information.** The Authorized Representative must provide only the information required by the official coversheet, must not include unnecessary personal information in any Artwork or Artist's Statement, and must use reasonable safeguards to prevent unauthorized access to or disclosure of student information. The Authorized Representative is responsible for complying with applicable student privacy, child privacy, and school policies, including providing any notices required before transmitting student information to Cal Water. **[5] Review and Compliance.** Before submission, the Authorized Representative must review the entire Submission and confirm that it is complete, eligible, the Participant's sole original work, appropriate for submission, and compliant with these Rules. The Authorized Representative may not provide prohibited assistance or knowingly submit inaccurate information. **[6] Responsibility and Withdrawal.** The Authorized Representative and the applicable organization are responsible for their compliance with this section. If consent is denied, withdrawn, or cannot be verified, the Authorized Representative must promptly notify Cal Water and cease submitting or disclosing information for that Participant. Cal Water may reject or disqualify a Submission if the required authority or consent is absent, deficient, or not timely verified.

SUBMISSION REQUIREMENTS: The submitted Art must be fine arts (painting, sketching, coloring, inks, etc.) and two-dimensional. Submitted Art must be no larger than 24"x36"x2 ½". Photographs or prints of the submitting Participant's artwork are acceptable. No Submissions will be returned to Participant. No photographic, cinematic

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or three-dimensional work will be accepted as a valid submission. The Submission must be the Participant's sole original work without assistance from any other person. The Submission must relate to caring for water and address local California water concerns. All Submissions become the property of Cal Water and may be used by Cal Water in perpetuity.

JUDGING OF SUBMISSION: Sponsor's appointed judges will select the winners by applying the following criteria: (i) Reflection of Theme – how does the Submission reflect the theme of caring for water; (ii) Strength of Message – how well does the Submission convey its intended message and the strength of that message; (iii) Creativity – how creative is the Submission; and, (iv) Quality – how is the overall quality of the Submission (collectively, "Criteria"). Only one Submission allowed per Participant.

SELECTION AND NOTIFICATION OF WINNERS: All Winners will be notified in an announcement by Cal Water on or about May 8, 2027. At the sole discretion of Cal Water, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[1]** potential Winner's failure to respond to notification within ten (10) days after receipt of notice; **[2]** the return of any notice or a prize as undeliverable; **[3]** potential Winner's failure to secure the execution and the return of Affidavit/Release/Prize Acceptance Forms for the Participant within ten (10) days after mailing; **[4]** potential Winner's failure to validly claim any prize within ten (10) days after it is sent; **[5]** any other non-compliance with Rules. In the event of a prize forfeiture, Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. All winning Submissions may be posted on the Tap Into Learning website (<http://tapintolearning.calwater.com>).

PRIVACY: Cal Water will be collecting personal data about entrants. Cal Water will share this data in accordance with its privacy policy located on the internet at <https://www.calwater.com/privacy-policy/>.

GOVERNING LAW: By entering, each participant agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, participant's rights and obligations, 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 California.

USE OF SUBMISSIONS: Except as specifically provided for herein, by entering the Contest, the Participant agrees that all recordings, copyrights, trademarks, ideas, concepts, acts, poses and performances, including without limitation all material composed, added, created or interpolated by it, from the inception of creation and irrespective of stage of development or completion, that are embodied in the Submission (collectively, "Work"), are commissioned hereunder on a "work-for-hire" basis. In the event the Work is found not to be a work-made-for-hire, the Participant hereby assigns, transfers and grants to Cal Water all rights, including all exclusive exploitation rights, of every kind and nature (including all copyrights and neighboring rights, to the extent such assignment is allowed by law), in and to such Work. Such grant includes the right to reproduce and publish the Work as set forth herein. By entering the Contest, Participant agrees to have their Submission and/or Public Submission Elements displayed on the Cal Water website without any fee or other form of compensation, and agree that Cal Water may use the Submission and/or Public Submission Elements in non-commercial communications or provide the Submission and/or Public Submission Elements to other individuals and organizations for non-commercial use, news stories, newsletters, reports, slide shows, displays, web pages, and the like. Upon receipt of a written parental request, Cal Water will remove the Submission and/or Public Submission Elements from any public display within a commercially reasonable period of time. Cal Water shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission, and Cal Water may at any time abandon the use of the any Submission for any reason, with or without legal justification or excuse, and Participant shall not be entitled to any damages or other relief by reason thereof.



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LIMITATION OF LIABILITY: Cal Water is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access of the website; any injury or damage to participants or to any other person's computer(s) related to or resulting from participating in this Contest, or downloading materials from or use of the website. Cal Water reserves the right in its sole discretion to cancel, modify or suspend this Contest, should fraud, virus, bugs or other causes beyond the control of Cal Water corrupt the administration, security or proper play of the Contest. In no event will Cal Water be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of access to an use of the website (<http://tapintolearning.calwater.com>) or the downloading from and/or printed material downloaded from said site. Without limiting the foregoing, everything on this site is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

WINNERS LIST: To request a winners list, send a self-addressed, stamped envelope, to be received by December 31, 2027 to:

California Water Service
Splash of Creativity
ATTN: Conservation Department
2632 West 237th Street
Torrance, CA 90505

QUESTIONS: Questions or inquiries concerning these Rules should be submitted to Christy Arie at CArie@calwater.com.