



CITY OF SARATOGA SPRINGS
20 YEAR ANNIVERSARY PHOTO CONTEST

Name _____

Phone _____

Email _____

Address _____

Age Category (circle one)

12yrs & Under 13yrs-17yrs 18yrs & Older

Genre (circle one)

Traditional Artistic

Signature _____

Date _____

Rules and Regulations

DESCRIPTION. The City of Saratoga Springs is announcing a photo contest to celebrate the city's 20 year anniversary. Our contest will celebrate the City of Saratoga Springs 20th anniversary by showing through photos the nature and spirit of Saratoga Springs. The initiative will contribute to the development and promotion of the city of Saratoga Springs, by demonstrating the natural and cultural beauties of the area.

WHO MAY ENTER. Anyone may enter. The contest is divided by age categories: 12 and under, 13- 17, 18 and older. All photos need to be taken of or in The City of Saratoga Springs. The photo contest is in two genres:

- Traditional Photography
- Artistic or Augmented Photography

EVALUATION CRITERIA. All submissions must be appropriate for all ages to view. The Received images will be evaluated on the basis of

- Content
- Creativity
- Original coverage of the characteristic or unique features of the City of Saratoga Springs
- Professionalism

HOW TO ENTER. Applications will be available online on November 7, 2016. A digital copy of the photo and application submissions must be submitted to the city by November 18, 2016. All submissions will need to be scalable to at least an 8x10 photo.

Prizes. There will be two winners in each age category. Each winner will receive a \$200.00 cash award.

WINNER SELECTION / JUDGING. At the end of the Submission Period, Sponsor will monitor and review the initial submissions for eligibility. Sponsor will judge all eligible Submissions on the following criteria: Execution of Theme, Creativity & Originality, and Photographic Quality. There will be (1) one winning Submission in each subcategory of each age group. The determination of the Winning Submission shall be made by Sponsor in its sole discretion, and such determination shall be final and binding.

LICENSE. By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the City of Saratoga Springs and their respective officers, agents and employees, officials, successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information, photographs, and submission, including any and all information and data contained thereon and therein, in any and all media for the promotion of the Contest, and hereby release and indemnify the Promotion Entities from any liability with respect thereto.

REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION. Each person who enters this Contest represents and warrants to Sponsor as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the Submission does not and will not violate any applicable laws, and meets the Submission Requirements set forth above. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all lawsuits, claims, actions or proceedings brought by any person including but not limited to the entrant, other entrants, third parties, or any business or corporation, of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of the submission and any breach or alleged breach of any of the warranties, representations, or agreements of entrant hereunder.

NATURE OF RELATIONSHIP/WAIVER OF RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, creative works, stories, artwork, photographs, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or materials may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future have or owe any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright or intellectual property in and to the Submission. Finally, each entrant acknowledges that no claim will be brought with respect to any actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, no claims of irreparable damage will be brought, and entrant shall not bring or be entitled to injunctive or other equitable relief.

FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, licenses, agreements, and certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective officers, officials, employees, agents, successors, and licensees, the right to use such entrant's name, likeness, biographical information, and Submission in any and all media, website, electronic or printed material, advertisement, handbill, pamphlet, email, text message, and any communication whether electronic, written or otherwise, for any purposes whatsoever including but not limited to promotion of the event, and hereby release the Promotion Entities from any liability with respect thereto.

IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON

LIABILITY. By entering the Contest, entrants agree that (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, are hereby waived by the entrant, and in no cases shall any class action lawsuit be filed; (2) any and all claims, judgments and awards shall be waived and no attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities, Instagram, Inc., Facebook, Inc., are not responsible for any costs, injuries, losses, or damages of any kind including but not limited to those arising from or in connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise; (ii) any injury or damage resulting from participation in the Contest and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages, including but not limited to related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

GOVERNING LAW. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST OR IN CONNECTION WITH ANY DESIGN SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

LIST OF WINNERS: The name of the winners of this Contest will be posted on the city website, and social media feed once such winners have been selected.