



## **CLEVELAND METROPARKS CENTENNIAL PHOTOGRAPH CONTEST**

### **OFFICIAL RULES**

Before entering the Cleveland Metroparks Centennial Photograph Contest (õPhoto Contestö), You must read and agree to abide by the Official Rules. Entry into this Photo Contest constitutes Your acceptance of these Official Rules.

The Cleveland Metropolitan Park District (õCleveland Metroparksö) includes the Board of Park Commissioners of the Cleveland Metropolitan Park District, its officers, employees, successors, assigns, and personal representatives.

#### **1. ELIGIBILITY**

The Photo Contest is only open to individuals who:

- a. are legal residents of the United States;
- b. are at least thirteen (13) years of age or older as of the submission date of the online entry form. Any entrant under the age of eighteen (18) years old must have a parent/legal guardian consent to enter the Photo Contest; and
- c. Current employees of Cleveland Metroparks as well as the immediate family and household members (spouse, same-sex domestic partner, children, grandchildren, stepchildren) of those employees are not eligible to enter.
- d. Members of Cleveland Metroparks Centennial Contest Committee, Centennial Steering Committee, and Photo Contest judges are not eligible to enter.

#### **2. SPONSOR**

The Photo Contest is sponsored by Cleveland Metroparks, a political subdivision of the State of Ohio with its principal place of business at 4101 Fulton Parkway, Cleveland, Ohio 44114.

#### **3. ENTRY PERIOD**

The Photo Contest begins at 12:00 a.m. EST on October 1, 2017 and ends at 12:00 a.m. EST on October 31, 2017 (the õEntry Periodö). Entries submitted before or after the Entry Period will not be eligible. Cleveland Metroparks' computer is the official time-keeping device for the Photo Contest.

#### 4. **TO ENTER**

Eligible individuals (öEntrants,ö öYou,ö or öYourö) may enter this Photo Contest without having to purchase anything by visiting [www.clevelandmetroparks.com](http://www.clevelandmetroparks.com) during the Entry Period and completing the online entry form in accordance with the instructions provided and submitting one (1) photograph per Entrant. Photograph(s) must be submitted online in PNG or .jpeg format with a file size not to exceed 5 MB. Entries may originate in any format, including but not limited to digital files, digital prints, color transparencies, color prints, or black and white prints provided that they are submitted electronically in PNG or .jpeg format. No alteration or manipulation of photograph(s) is permitted except for cropping, red eye removal, and/or adjustment of contrast and brightness. Photograph(s) depicting or including content which is derogatory, offensive, threatening, defamatory, disparaging, libelous, or contains any content that is indecent, sexually explicit, nude, obscene, violent, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, as determined by Cleveland Metroparks in its sole discretion, shall be disqualified. All required fields on the online entry form must be completed. Incomplete entries will not be accepted and will be automatically rejected. Entrants must be the registered subscriber of the email account from which the entry is made. By submitting Your entry, You (parent/legal guardian if Entrant is a minor) agree that the photograph(s) conforms to the guidelines and content restrictions set forth in these Official Rules and that Cleveland Metroparks, in its sole discretion, may remove the photograph(s) and disqualify You from this Photo Contest if it believes that the photograph(s) fail to conform to such guidelines and restrictions.

***If You choose to include people in Your submission, You are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to Cleveland Metroparks upon request.***

By entering, Entrants (parent/legal guardian if Entrant is a minor) represent and warrant that the photograph(s) You submit:

- É Are Your own original creations that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity;
- É Have been taken by You within land owned or operated by Cleveland Metroparks;
- É Do not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to the applicable federal, state, or local laws and regulations;
- É Do not contain any content, material or element that displays any third party advertising, slogan, logo, trademark, or otherwise indicates a sponsorship or endorsement by a third party, as determined by Cleveland Metroparks in its sole discretion.
- É Do not infringe any other person's or entity's rights;

É Do not contain any content, material or element that violates a third party's intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, or any other intellectual property rights.

É Is not subject to any third party agreement(s) which may require Cleveland Metroparks to pay any sum of money to any person or entity as a result of the use or exploitation of the photograph(s).

Entries must be submitted by the original creator. Photograph(s) created by someone other than You but submitted by You will be disqualified. You must be the sole owner of the copyright of any photograph(s) submitted. Your submission of each photograph is your guarantee that You are the author and copyright holder of such photograph.

All photographs must be taken on lands owned or operated by Cleveland Metroparks as of October 31, 2017. Photograph(s) taken in state parks do not qualify.

## 5. **JUDGING**

Judging will be conducted by a panel of Cleveland Metroparks employees to be selected by Cleveland Metroparks at its sole discretion (the "Panel"). Award winning photograph(s) will be included in the Cleveland Metroparks Centennial photograph slide gallery. Photograph(s) will be judged on originality, technical excellence, composition, overall impact, and artistic merit. The Panel will evaluate all valid entries and pick the following winners in the following categories:

Overall (4 winners. 1 first prize, 1 runner-up, 1 second runner-up, 1 honorable mention):

Cleveland Metroparks will award the following prizes:

- a. First Prize: Centennial Book/\$200 Dodd Camera Gift Card/\$150 Binoculars/\$100 Gift Card to Cleveland Metroparks (value \$500).
- b. First runner-up Prize: Centennial Book/\$150 Binoculars/\$100 Dodd Camera Gift Card/\$50 Gift Card to Cleveland Metroparks (value \$350)
- c. Second runner-up Prize: Centennial Book /\$50 Dodd Camera Gift Card/\$50 Gift Card to Cleveland Metroparks (value \$150)
- d. Honorable Mention: \$50 Dodd Camera Gift Card/\$25 Gift Card to Cleveland Metroparks (value \$75)

All winners are responsible for paying any income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Cleveland Metroparks, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however,

Cleveland Metroparks reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Cleveland Metroparks, in its sole discretion. All judging decisions are final. Please do not contact Cleveland Metroparks about the status of entries or judging.

Cleveland Metroparks will notify the winner via the contact information provided at the time of entry.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

As between You and Cleveland Metroparks, each Entrant shall retain ownership of all intellectual property rights in the entry subject to these Official Rules. However, by entering the Photo Contest, and to the extent allowed by law, Entrant hereby grants Cleveland Metroparks without compensation a non-exclusive, perpetual, worldwide, royalty-free license to use these photograph(s) in any manner whatsoever, including without limitation the use, reuse, publication and republication of the photographs or reproductions thereof in color or otherwise (including any photographic image, trademark, and/or trade name depicted in the photograph(s)), made through any medium (now or hereafter existing), and reproduced, published or distributed in whole or part or composite or distorted in character, in any and all media, now or hereafter, for illustration, promotion, advertising, trade or any other purpose whatsoever, including without limitation in various publications, public affairs releases, recruitment materials, broadcast public service advertising, multimedia exhibits, on internet web page and/or digital social media services, or for other related endeavors. Entrant hereby waives now and forever any right to any tangible or intangible benefit or consideration that may result from Cleveland Metroparks' use of the photograph(s). Entrant acknowledges and agrees that Cleveland Metroparks has no obligation to use the photograph(s) for any purpose whatsoever.

## 7. **PUBLICITY**

By entering this Photo Contest, Entrant agrees to permit Cleveland Metroparks to use his or her name and/or likeness and photograph(s) for advertising and promotional purposes without additional compensation, unless prohibited by law.

## 8. **WARRANTY AND INDEMNITY**

Entrants warrant that their photograph(s) are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted photograph(s) and that they have the right to submit the photograph(s) in the Photo Contest and grant all required licenses. Each Entrant agrees not to submit any entry that (1) infringes any third party proprietary rights, intellectual property rights, or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, or local law.

To the maximum extent permitted by law, each Entrant indemnifies Cleveland Metroparks from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant agrees to defend, indemnify and hold harmless Cleveland Metroparks from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any photograph(s) or other material uploaded or otherwise provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by the Entrant in connection with the Photo Contest; (c) any non-compliance by the Entrant with these Official Rules; (d) claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Entrant's involvement with the Photo Contest; (e) acceptance, possession, misuse or use of any prize in this Photo Contest; (f) any malfunction or other problem with the Photo Contest website; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

9. **ELIMINATION**

Any false information provided within the context of the Photo Contest by any Entrant concerning identity, telephone number, email address, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the Entrant from the Photo Contest.

10. **GOVERNING LAW**

These Official Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Ohio, excluding all conflict of law rules. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

11. **RIGHT TO CANCEL**

If for any reason the Photo Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Photo Contest, Cleveland Metroparks reserves the right at its sole discretion to cancel, terminate, modify or suspend the Photo Contest.

12. **ENTIRE AGREEMENT**

This agreement is binding upon and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. This agreement constitutes the

entire agreement between Entrant and Cleveland Metroparks, and supersedes any oral or prior understanding or representation of any kind.