

## Washington Crossing HISTORIC PARK

Friends of Washington Crossing Park PO Box 1776, Washington Crossing, PA 18977

# Washington Crossing Historic Park "CAPTURE THE PARK" PHOTO CONTEST OFFICIAL RULES

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## SPONSOR

The "Capture the Park" Photo Contest ("Contest") is sponsored by the Friends of Washington Crossing Park, 1112 River Road, Washington Crossing, PA 18977 ("Sponsor"). This photo contest is in no way sponsored by, endorsed by, administered by, or associated with Facebook, Twitter, or Instagram. Any questions, comments, or complaints regarding the Contest should be directed to the Sponsor, and not to Facebook, Twitter or Instagram. By entering, you are providing your photo, name, and contact information to the Sponsor, and not to Facebook, Twitter or Instagram.

## **ENTRY PERIOD**

The Contest begins at 12:00am EST on October 1, 2017, and ends at 12:00am EST on November 1, 2017 ("Entry Period"). Entries submitted before or after the Entry Period will not be eligible. The Sponsor's computer is the official time-keeping device for the Contest.

## WHO MAY ENTER

The Contest is open to all legal residents of the United States. Employees of the Friends of Washington Crossing Park, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees are **not** eligible to enter.

## WHAT TO ENTER

Photos should strive to capture the essence of autumn at the park and may include scenery, buildings, animals, or people at the park. If entrants choose to include park visitors in their submission, *entrants are responsible for obtaining the necessary releases from the individuals depicted* and must be able to provide copies of those releases to the Sponsor upon request.

Please **do not** submit any of the following:

- 1. Photos that violate or infringe upon another person's rights, including but not limited to copyright.
- 2. Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, including personal attacks or expletives, harassment, discriminatory language or images, or libel.
- Images that involve the willful harassment of wildlife, or damage to the environment by the photographer
- 4. Images that involve putting any individual, animal, or park property in danger

Each entered photograph in its entirety must be a single work of original material taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants the following:

- 1. That the submitted photograph is an original work created solely by the entrant
- 2. That the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity
- 3. That no other party has any right, title, claim, or interest in the photograph
- 4. That they have not submitted their entry on behalf of a team or any other entity

Photos must be taken on the property of Washington Crossing Historic Park during the Entry Period described above. Disguising or misrepresenting the origin of your content is cause for disqualification.

Entrants are permitted to retouch photos. Bear in mind that Photoshop or similar imaging software has become a common tool for processing images, but it is not a substitute for good photography. The contest judges are professionals looking for photos that **capture the essence of fall at the park**, so it is the entrant's best interests to edit or retouch photos judiciously.

<u>Watermarks are not acceptable</u>. If Sponsor does not receive a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.

Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules. Sponsor shall determine entry eligibility in its sole and absolute discretion.

#### HOW TO ENTER

All entries must be submitted during the Entry Period using the form located on the Sponsor's website. Each entrant may submit a maximum of one photo to the contest.

All entries must be 10 megabytes or smaller, must be in JPEG, JPG or PNG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image).

Entrants may be asked to supplement their submission with additional information (such as further details about their photo or a higher resolution version of their photo) anytime on or after November 1, 2017.

Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, entrants indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. Entrants who do not comply with all requirements in these Official Rules cannot win a prize.

#### JUDGING

Photos will be judged on originality, overall impact, artistic merit, and subject matter relevance (capturing the essence of fall at Washington Crossing Historic Park).

The Panel will evaluate all valid entries and pick the 10 best photos. The entrants of the top 10 photos will be notified of their status within 10 days of November 1, 2017, and their photos may appear on

www.washingtoncrossingpark.org, the Washington Crossing Park Facebook page, Twitter profile, or Instagram profile.

At that time, the public can vote for one People's Choice winner from the top 10 photos through the Washington Crossing Park Facebook page. The photo that receives the most "Likes" on the park's Facebook page between November 3, 2017, and November 5, 2017, will be named the People's Choice winner on November 6, 2017.

Sponsor will notify the People's Choice winner via the email address used to enter the photo at time of entry. All judging decisions are final. Please do not contact the Friends of Washington Crossing Historic Park about the status of entries or judging.

## PRIZES

The top 10 photos as determined by the judges will be framed and hung in the Washington Crossing Park Visitor Center. The top 10 photos may also be used in promotional materials, including but not limited to park printed materials, Facebook, Twitter, Instagram, and the park's official website.

The winner of the People's Choice contest as determined by "Likes" on the park's official Facebook page will be awarded a \$50 gift certificate to the Washington Crossing Inn, 1295 General Washington Memorial Blvd., Washington Crossing, PA 18977.

Any prize details not specified above will be determined by Sponsor, 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, Sponsor 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 Sponsor, in its sole discretion.

## YOUR RIGHTS

Entrants will retain all rights to any photograph submitted -- including ownership if applicable. Sponsor will endeavor to credit all photographs with the caption "Person's Name" when possible.

By entering the Contest, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the contest and promotion of the contest, in any media now or hereafter known, including, but not limited to:

- Display at a potential exhibition of winners
- Publication of a book featuring select entries in the contest
- Publication online and on social media platforms highlighting entries or winners of the contest

Display or publication of any entry on Sponsor's social media or website does not indicate the entrant will be selected as a winner. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

If an entrant's photograph is formally honored by the competition as a winner or a top 10 photo, the entrant grants the Sponsor a royalty-free, nonexclusive right, in perpetuity, to:

- Use the photograph on the Internet and in social media in support of Sponsor's mission.
- Use the photograph in Sponsor's internal and external communications materials including but not limited to websites and web publications, social media profiles and pages, fact sheets, fundraising publications, advertising, multimedia, presentation and membership services.

- Provide the photograph to other individuals and organizations for park-related use in news stories, newsletters, reports, slideshows, displays, webpages, videos, and the like.
- Use, in connection with the photo contest, the entrant's name in promotions and other publications.
- Retain a digital copy of the entrant's photograph that will be archived in the park's photo library and accessible to park staff.

## **GENERAL CONTEST CONDITIONS**

By entering the contest, entrants must agree to all general contest conditions.

In the event that the operation, security, or administration of the photo contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the operation of the photo contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The photo contest is subject to federal, state, and local laws and regulations and is void where prohibited.

By entering, entrants agree to release and hold harmless the Sponsor, Twitter, Instagram, Facebook, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents from and against any claim or cause of action arising out of participation in the photo contest or receipt or use of any prize, including, but not limited to: error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this contest.

Entrants waive the right to claim any attorney's fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Any information entrants submit as part of the Contest will be used in accordance with the Sponsor's Privacy Policy. The information provided upon entry to the Contest is provided to Sponsor, not to Facebook, Twitter, or Instagram. Except where prohibited, entrants consent to allow Sponsor to use their name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.

By entering, entrants acknowledge and agree that Sponsor may contact them regarding your photo entry for future promotional offers and that Sponsor may use the entrant's name and photograph, including the submitted photo, on the website and in advertising and promotion for Sponsor without compensation, credit or right of review or approval.

Acceptance of any prize constitutes the entrant's consent to use, publish, and reproduce for all purposes, including publicity, promotion and advertising, in any media (including online and offline), the winner's name, city, photograph, likeness, voice and image, and submission in perpetuity without compensation, credit or right of review or approval.

Entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action. All issues and

questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of Pennsylvania.

#### **QUESTIONS?**

Questions about contest rules can be emailed to info@washingtoncrossingpark.org.