



SANTA CRUZ COUNTY PARKS PHOTO CONTEST CONTEST RULES, ELIGIBILITY, & GUIDELINES

ELIGIBILITY

The Parks Photo Contest ("Photo Contest") is open to all Santa Cruz County residents. Employees of the Santa Cruz County Department of Parks Open Space and Cultural Services (County Parks), as well as the immediate family (spouse, domestic partners, parents, siblings, and children) and household members of those employees are not eligible to enter.

SPONSOR

The Photo Contest is sponsored by County Parks, 979 17th Ave., Santa Cruz, CA 95062 ("Sponsor").

ENTRY PERIOD

The Photo Contest begins November 1, 2015 and ends at November 30, 2016 (the "Entry Period"). Entries submitted after the Entry Period will be included in the next round of the Photo Contest – dates TBD.

WHAT TO ENTER

Capture Your Parks! We want to see your county parks through your eyes. You might take a snap of your favorite County Park, with or without people in it. Or perhaps you've attended a County Parks program or had your wedding at a County Park. Capture those vibrant moments that express what the County Parks means to you.

Entries may be in color or black & white. Photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (e.g. removal of dust, cropping, reasonable adjustments to exposure, color and contrast, etc.) will be disqualified.

Please do not include the following:

- Photographs of pets or domestic animals.
- Photos that violate or infringe upon another person's rights, including but not limited to copyright.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- Images that involve the willful harassment of wildlife, or damage to the environment by the photographer.
- Images that involve putting any individual or animal in danger.

County Parks shall determine entry eligibility in its sole and absolute discretion.

HOW TO ENTER

Submit your photo electronically in a jpg. or jpeg. format by sending an e-mail to parksphoto@santacruzcounty.us. Include your name, address, phone, and the name of the park where the photo was taken; for a list of all County Parks visit www.scparks.com. Attach your photo; the image file size must not exceed 2 MB. Previously published material for which non-exclusive rights were granted may be entered as long as you still maintain the right to grant us a license (see "Your Rights" below); upon request, you must be able to disclose when and where the photo appeared previously to the Photo Contest.

If you opt to include people in your photo and they are recognizable (e.g. face toward camera), you are responsible for obtaining the necessary releases from the individuals depicted. A copy of any/all photo releases must be provided to County Parks upon request.

You may enter an unlimited number of times, but you may not use an agency or automated system to enter. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

Entrants may be asked to supplement their submission (such as with a paragraph about their photo or the highest resolution version of their photo) anytime on or after they are notified by the Sponsor about their award.

JUDGING

Photos will be judged on originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance to the County Parks. Judging will be conducted by Parks staff.

POTENTIAL WINNER REQUIREMENTS

Winners will be required to complete and return a signed liability/publicity release within 14 days of notification. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the document on his/her behalf. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place.

PRIZES

Winners may select a prize from the list below.

- One swim pass good for 10 entries
- 10% off one youth program fee
- 10% off one adult/senior trips fee
- \$100 off one picnic area rental

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 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

You will retain all rights to any photograph you submit -- including ownership if applicable.

If you submit a photograph to enter the Photo Contest, you grant County Parks a royalty-free, nonexclusive right during the Photo Contest to:

- Display the photograph on the Parks Department website and Facebook page, County of Santa Cruz website and Facebook page, as well as other locations related to the Photo Contest (e.g. flyer announcing winners).
- Allow third-parties to share the photograph on the following social media platforms: Twitter, Facebook, Pinterest, etc.

If your photograph is selected as a winner, you grant County Parks a royalty-free, nonexclusive right, in perpetuity, to:

- Use the photograph on the Internet and in Social Media in support of our mission.
- Use the photograph in The County Parks' internal and external communications materials including but not limited to web sites and web publications, fact sheets, displays, fundraising publications, advertising, program reports, and multimedia presentations.
- *Provide* your photograph to the County of Santa Cruz use in news stories, newsletters, reports, multimedia presentations, displays, web pages, and the like.
- Use, in connection with the Photo Contest, your name and city of residence in promotions and other publications.
- Retain a digital copy of your photograph that will be archived in the Parks Department photo library and accessible to Parks staff via the department's internal photo archive.

The Parks Department will endeavor to credit all photographs with the photographer's name.

GENERAL 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 and seek damages from 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. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Photo Contest is subject to federal, state, and local laws and regulations.

RELEASE AND LIMITATIONS OF LIABILITY

By entering, you agree to release and hold harmless the County of Santa Cruz, its officers, agents, employees, and volunteers 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: (a) unauthorized human intervention in the Photo Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorney's fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

PRIVACY AND PUBLICITY

You consent to Sponsor's use of your name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.

DISPUTES

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your 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 California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

PHOTO RELEASE FORM

Photographer Name: _____

Address _____ City _____

Email: _____ Phone: _____

Signed Photo/Media and Information Release - Minors (under the age of 18) must have a parent/legal guardian sign this release; photographers age 18 years and older can sign their own release form.

I hereby grant the Santa Cruz County Department of Parks, Open Space and Cultural Services (COUNTY PARKS) permission to use my likeness, name or images I have photographed in any and all publications: including web site entries, without payment or any other consideration in perpetuity. I understand and agree that these photos can be used by COUNTY PARKS as stated above. My photos can also be used for my personal or professional use. I hereby irrevocably authorize COUNTY PARKS to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing COUNTY PARKS's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge COUNTY PARKS from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I am 18 years of age or older and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release. If under the age of 18 I will have consent signed by parent or guardian.

Signature of photographer

Date

Signature of Parent/legal guardian (required if photographer is a minor)

Date

Printed name of parent/legal guardian