



## Parks and Recreation Photo Contest

### PHOTO CONTEST OFFICIAL RULES

The Photo Contest (“Contest”) is sponsored by The City of Rocklin (“Sponsor”). The Contest is governed by these official rules (“Official Rules”). By participating in the Contest, each Entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the purposes of administering the Promotion, to notify winners and to distribute any prizes requiring online redemption. Any questions, comments or complaints regarding this promotion should be directed to the Sponsor and not Facebook.

Information contained in these Official Rules is for reference only and is subject to change. The Sponsor reserves the right to revise, amend, or repeal these Official Rules at any time.

#### ELIGIBILITY

The Contest is open to both residents and non-residents of the City of Rocklin of all ages. City employees and their immediate family members are not eligible to enter.

#### CONTEST PERIOD

The Summer Contest Period begins at 12:00 a.m. on July 1, 2019 and ends at 11:59 p.m. September 30, 2019.

#### WHO CAN ENTER

This Contest is open to individuals or families, friends, and colleagues who wish to work together, but the Entrant must be the same person that took the photo.

#### WHAT TO ENTER

Capture Your Community! Following the scavenger hunt list, we want to see Rocklin through your eyes. You might take a snap of your favorite Park, with or without people in it. Or perhaps you’ve attended a program or event, or have had your wedding at one of our venues. We are excited for you to share with us those vibrant moments that express what living in Rocklin means to you. All photos must be taken in Rocklin.

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:

- Photos that violate or infringe upon another person's rights, including but not limited to privacy, publicity, intellectual property or copyright.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content. The photo must not contain material that is inappropriate, indecent, obscene, hateful, defamatory, slanderous, or libelous.
- 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.
- The photo must not include brand names or trademarks.
- The photo must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- The photo must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where photo is taken.
- All photos submitted become property of the City of Rocklin Parks and Recreation Department and may be used for marketing and advertising purposes.

*Photos are subject to review before posting to the gallery. Entrants may enter more than one photo into the Contest, however, each entry submitted must be substantially different than all other entries. Winners will be chosen by a panel of Parks and Recreation staff. If an Entrant is chosen as a winner, they are not eligible for future prizes within this Contest. Rocklin Parks and Recreation shall determine entry eligibility in its sole and absolute discretion.*

By submitting, Entrants must agree to the following:

- I certify that the photos I submitted are unique and original, taken by me, and do not infringe upon any copyright or patent.
- I have received permission from all person(s) in the photograph(s) for use of their image as part of my entry into the City of Rocklin Photo Contest.
- I grant to Sponsor an irrevocable, royalty-free non-exclusive worldwide license to reproduce, to distribute, and/or to display two- or three-dimensional reproductions of the Photo in any manner whatsoever relating to any Sponsor publication or event (see "Your Rights" below).
- I understand that my submittal may be used in its entirety or in part and may be revised, modified, or combined with other images for use by the Sponsor and its designees.
- I understand that any digital images submitted may be reviewed by the public and may be displayed in City and non-City facilities.
- I understand that Sponsor may indefinitely retain a digital copy of your photograph that will be archived in the Sponsor's photo library, which is accessible to City staff via the City's internal photo archive.

- Pursuant to 17 U.S.C. § 106A(3) and only to the extent that this Agreement differs, I expressly waive any rights that I may have under Cal. Civ. Code § 987 or 17 U.S.C. §§ 101 et seq., including, without limitation, 17 U.S.C. §§ 106, 106A, and 113, or any successor statute(s) or regulation(s).
- I certify that I have read and understand the Official Rules of the Contest.

## HOW TO ENTER

Submit your photos one (1) of three (3) ways.

1. Electronically in a .jpg by sending an e-mail to [parks@rocklin.ca.us](mailto:parks@rocklin.ca.us) with the subject "capture Rocklin" and a team name or family name. image file names must correspond with the number of the clue on the list.
2. Printed photos may be dropped off or mailed to Rocklin Parks and Recreation Dept., 5460 5<sup>th</sup> St. Rocklin, CA 95677. Images must be named with team/family name, contact number, and corresponding clue number on the back of photos.
3. Images may also be submitted on a flash drive either dropped off or mailed to Rocklin Parks and Recreation Dept., 5460 5<sup>th</sup> St. Rocklin, CA 95677. Drive must be attached to paper with contact name and phone number.

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 Rocklin parks staff upon request.***

Only entries received during the Entry Period will be considered for that timeframe. If you choose to enter using your mobile phone, standard data fees may apply.

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.

Additional Entry Conditions: Sponsor has no obligation to advise an Entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, blurred, or misdirected entries, which will be disqualified. No mailed, telephoned, faxed, or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged nor will proof of submission of an entry form be deemed proof of receipt. In the event of a dispute as to any entry, the authorized account holder of the email address or social media account used to enter

will be deemed to be the Entrant. The “authorized account” holder is the natural person assigned to the email address or social media account. Potential winners may be required to show proof of being the authorized account holder.

#### WINNER SELECTION

The five (5) teams with the most tasks completed will be entered to win a prize package. To be eligible, the Entrant must meet all Contest criteria. Winners will be notified by the Sponsor through email or phone. Winners receiving notification will be required to respond to the message within **24 hours** to claim the Prize. If a Prize is not claimed via email or message response within **24 hours**, the Prize is forfeit and another winner from that Entry Period will be chosen. A Prize may not be awarded if an insufficient number of eligible entries are received at the sole discretion of Sponsor.

#### PRIZES

The prize may include outdoor games, a gift card, tickets and/or other swag. The value of prizes awarded will range between \$20-\$80.

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. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.**

#### PUBLICITY

By participating, each Entrant grants Sponsor permission to use his/her submitted photograph, name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.

#### COPIES OF THE RULES AND WHO WON

Requests for copies of these Official Rules or a winner’s list may be sent to [parks@rocklin.ca.us](mailto:parks@rocklin.ca.us)

#### 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 Rocklin Parks and Recreation a royalty-free, nonexclusive right, in perpetuity, to:

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

- Use the submitted photograph on the Internet and in Social Media in support of our mission.
- Use the submitted photograph in the Rocklin 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 submitted photograph to the City of Rocklin and media for 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 submitted 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.*

#### ADDITIONAL LIMITATIONS

Prize is non-transferable. No substitution or cash equivalent of prizes is permitted; however, the Sponsor reserves the right to substitute any prize with another of equal or greater value. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

#### INDEMNIFICATION AND LIMITATION OF LIABILITY

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK, TWITTER AND INSTAGRAM PLATFORMS, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES

AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

BY ENTERING THE CONTEST, YOU ALSO AGREE TO RELEASE AND HOLD HARMLESS THE CITY OF ROCKLIN, 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.

#### 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.

#### CONSUMER DISCLOSURE:

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK. BY ENTERING THIS CONTEST YOU RELEASE FACEBOOK, FROM ANY AND ALL LIABILITY.

YOU HAVE NOT YET WON. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.