

## **Official Fun Fall Foliage 2013 Photo Contest Rules**

### **SPONSOR**

The sponsor of this event is Loudoun County PRCS.

### **OWNERSHIP OF ENTRIES**

The Fun Fall Foliage 2013 Photo Contest begins September 1, 2013 at 8:00am EST and ends November 1, 2013 at 5:00pm EST. By submitting an entry, each entrant agrees to the Official Rules and confirms that his/her entry complies with all requirements set out in the Official Rules and that the decision of the Judges are final and binding with respect to all matters relating to the Contest. Entries will not be returned.

### **WHO MAY ENTER**

Judges and family members of judges are ineligible. Contest is void where prohibited.

### **HOW TO ENTER**

1. Single image entry and entry fees  
Each SINGLE IMAGE ENTRY consists of an entry form, a single image and the appropriate entry fee. The entry fee for each submission is \$5.00.
2. Series image entry and entry fees  
Each SERIES IMAGE ENTRY consists of an entry form, and between 3 and 6 images, and the appropriate entry fee. The entry fee for each submission is \$5.00.
3. A mobile phone entry and entry fee  
A MOBILE PHONE ENTRY consists of an entry form, a single image and the appropriate entry fee. The entry fee for each submission is \$5.00.

TO ENTER: All entries must be submitted electronically, to [bolenpark@loudoun.gov](mailto:bolenpark@loudoun.gov). There is no mail-in method of entry

### **REGISTRATION AND PAYMENT:**

All entry fees and photos must be received by November 1, 2013 at 5:00pm.

Online Registration: Registration forms may be emailed to [bolenpark@loudoun.gov](mailto:bolenpark@loudoun.gov).

Online payment: Fees may be paid online at [www.webtrac.loudoun.gov](http://www.webtrac.loudoun.gov) Activity # 175779

Registration and check payments through mail: Registration and/or payment can be submitted to Philip Bolen Park, 42405 Claudia Drive, Leesburg, VA 20175. Please note that credit card information can't be accepted by phone or through email.

### **JUDGING**

The entries will be judged in accordance with the Judging Criteria, as defined below.

Contest consists of two (2) rounds of evaluation for each category. In Round One of each category, a panel of distinguished judges will each review the entries and select a group of entries to proceed to Round Two on the basis of creative vision (34%), originality (33%), and technical competence as appropriate to the category (33%). In the Round Two of each category, the Judges will collectively select from among the entries selected in Round One, the winners based on the Judging Criteria.

Decisions of the Judges are final and binding.

We reserve the right not to award all prizes in the event of an insufficient number of eligible entries meeting the minimum judging criteria are received, as determined by the Judges, in their sole discretion.

#### ANNOUNCEMENT

Contest winners will be announced on Thursday, Nov 7, 2013 and the winners will be contacted via email.

#### GENERAL CONDITIONS OF PARTICIPATION

Each submitted photograph, in its entirety, must be a work of original material taken by the Contest entrant. Photographs must have been taken within five (5) years before the date of entry. By entering the Contest, the entrant represents, acknowledge and warrants that the submitted entry is an original work created solely by the entrant, that the entry does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the entry.

The entry must not, in the sole and unfettered discretion of the Judges, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Entries deemed inappropriate by Judges or Sponsor will be disqualified. Entries that include sculpture, statues, paintings or other works of art will be accepted as long as they do not constitute copyright infringement or fraud, provided the entrants must be prepared to provide a release form as described below in "Third Party Releases/Licenses." When photographing the work of others, it must be as an object in its environment and not a full-frame close up of another person's art. If the entry includes other people, you must be prepared to provide a signed written personal release from all persons who appear in the work submitted, authorizing use of the entry as provided below in "Third Party Releases/License." If you are unable to provide a personal release, upon request by Judges or Sponsor and in the form provided by Judges or Sponsors, then your entry may be disqualified. You do not need to send the release with your entry. If you win, we will contact you if a model release is needed. The entries will be judged in accordance with the Judging Criteria as defined herein.

#### LIABILITY AND PUBLICITY RELEASES

The winners are required to have publicity releases, and any other affidavits and/or releases or additional documents that may be required. By submitting an entry in the Fun Fall Foliage 2013 Photo Contest the entrant is giving permission for Loudoun County PRCS to use the submitted entries, photographs and videos of the participants for publicity in order to increase community awareness of PRCS programs and in all publication and other media without limitation.

#### ENTRANT LICENSES/RELEASES

If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the work, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the exhibition and use of the work in the manner set forth in these Official Rules without additional compensation. If any person appearing in any work is under the age of majority in the state/province/territory or residence, the signature of a parent or legal guardian is required on each release.

By participating, ALL ENTRANTS grant the Sponsors and their designees, licensees or affiliates (the "Authorized Partners") a non-exclusive, worldwide license, to post the entries online so that viewers may view all competing entries. In addition, each WINNER grants to the Authorized Parties a license for use of his/her winning entry in connection with all Loudoun County PRCS programs, or promotions, in any media now or hereafter known, including but not limited to: publication in magazine showcasing the winners,

exhibitions related to Loudoun County or its programs. Such winners' license is a non-exclusive, worldwide license to reproduce, distribute, display and create derivative works of the entries in perpetuity exclusively through Loudoun County PRCS.

Authorized parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

#### THIRD PARTY RELEASES

Upon request of Sponsor, entrant may be asked to provide a signed release from all persons who (1) appear in the photograph or (2) who have copyrighted material of any kind that appears in the photograph, granting the authorized Partners the rights to display their likeness of their copyrighted material as it appears in the photograph in any media whatsoever in connection with Contest, its advertising at the Contest website, in Contest exhibition in publicity releases or other Contests or winner related materials. Failure to provide such release in a timely manner may result in disqualification.

#### LIMITATION OF LIABILITY

By participating, entrants agree to release, discharge and hold harmless Loudoun County, and each of their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, effect 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. Sponsors are 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 e-mail 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 person's computers related to or resulting from participation, upload or downloading of any material related to this contest.

#### INTERNET

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunction or limitation of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion of the Internet or any Website or any combination thereof. If for any reason the Internet portion of the program is not capable or 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 this Contest. Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by a contestant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserve the right to seek damages from any such contestant to the fullest extent of the law.

#### CONDITIONS

The contest is void where prohibited. The Contest is subject to federal, state, and local laws and regulations. Certain restriction may apply. Sponsor is not responsible for late, lost, stolen, mutilated, incomplete, illegible, misdirected, or postage-due mail. Entries void if the Sponsor determines the entry not to be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

Participant also agree (a) to be bound by these Official Rules: (b) that the decisions of the Sponsors are final on all matters relating to the Contest; and (c) if he/she wins the Sponsor may use each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state and local taxes, fees and surcharges on prizes are the sole responsibility of the prizewinners. In the event that the selected winners(s) of any prize are/is ineligible or refuses the prize, the prize will be forfeited and the Sponsor, in their sole discretion may choose whether to award the prize to entrants.

#### RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is incapable or running as planned, Sponsors reserve the right, at their sole discretion to disqualify any individual(s) who tamper with the entry process, and/or cancel, terminate, modify or suspend the Contest. If Sponsors select to cancel or terminate, modify, or suspend the Contest, Sponsor will not retain any rights in the submitted photographs and will return the entry fees.

#### GOVERNING LAW

Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligation of the entrant and Sponsor, shall be construed and governed by the laws of the State of Virginia, without regard to conflict of law. All suits or claims brought in connection with the Contest must be brought in state or federal court in Virginia.

#### WINNERS LIST

Winners' names will be available at [www.loudouncounty.gov/bolenpark](http://www.loudouncounty.gov/bolenpark) after November 7, 2013, or send a self-addressed, stamped envelope to: Philip Bolen Park, 42450 Claudia Dr., Leesburg, VA 20175.

**For more information please call: 571-258-3487 or email:  
tina.driskell@loudoun.gov.**

