



Summer Instagram Photo Contest Official Rules

1. NO ENTRY FEE. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
2. GENERAL INFORMATION: The Arts Council of Greater Weston, Inc. ("Arts Council of Greater Weston" or "ACGW") Summer Photo Contest "Make Me Smile" ("Contest" or "Promotion") begins at 12:00 noon EST (US) on June 1, 2019 and ends at 12:00 Midnight EST (US) on August 12, 2019 (the "Promotion Period"). Each day during the Promotion Period, contestants may enter a photo representing the theme "Make Me Smile" for a chance win cash prizes and an opportunity to be included in an exhibition at the Weston Branch Library.
3. SPONSOR: The contest is sponsored by Arts Council of Greater Weston ("Sponsor"). Sponsor will conduct the contest substantially as described in these Official Rules. All copyrights and trademarks are the property of their respective owners.
4. ELIGIBILITY: The contest is open to residents of Greater Weston, FL who (i) are at least 13 years of age or older (at the time of entry) and (ii) if under 18 years of age must have parental consent. Board members of the ACGW and their families are not eligible to participate in the promotion. By participating in the Promotion, entrants agree fully and unconditionally to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion.
5. HOW TO ENTER: During the Promotion Period, to enter participants must follow 1WestonFL on Instagram and be able to receive direct messages. Participants must also upload their photo to Instagram and caption it with the hashtag #acgwsmile. Entrants agree to abide by all Instagram guidelines, including, but not limited to, correctly tagging content (i.e., do not tag yourself or others). Complete Instagram Guidelines can be found at <https://help.instagram.com/communityguidelines>. No other method of participation will be accepted. Once submitted, an entry cannot be deleted, modified, or canceled. The only methods of entry are those set forth in these Official Rules. The Sponsor is not responsible for lost, misplaced, illegible, mutilated, incomplete, incorrect or undelivered entries, and such entries will be deemed invalid.
6. CONTENT: All photo entries must be representative of the theme "Make Me Smile" Photos that serve the purpose of promoting a specific person, business, or other agency will be disqualified.
 - I. All images must have been taken within 18 months of date of entry and may not previously have won an award in any Arts Council Contest.
 - II. Only minor burning, dodging and/or color correction is acceptable, as is minor cropping.
 - III. Photographs that include identifiable persons will be accepted as long as they secure permission from that person; entrant must be prepared to provide a ["Model Release" as described on page 4.](#)

- I. Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided entrants must be prepared to provide a release form. 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.
- II. The 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 that the submitted photograph is an original work created solely by the entrant, 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, and that no other party has any right, title, claim, or interest in the photograph.
- III. The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
- IV. Watermarks are unacceptable. Unless Sponsor receives a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.

7. PRIZES: Winners will be selected by a panel of Arts professionals and notified by direct message on Instagram two weeks after the Promotion Period ends. First Place winner will receive \$100.00 cash prize, Second Place winner will receive \$75.00 cash prize, Third place winner will receive \$50.00 & the photograph with the most likes on #acgwsmile will receive a \$25.00 cash prize.

8. RELEASE: By participating in the Promotion, entrants acknowledges that instagram does not endorse this promotion and agree to release, indemnify, defend, and hold ACGW and Instagram and their directors, officers, employees, and agents, and any other organizations/entities related to the Promotion harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Promotion or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Releases' control that may cause the Promotion to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Promotion; and (iii) any printing or typographical errors in any materials associated with the Promotion.

9. PUBLICITY RELEASE: Except where prohibited, an entrant's participation in the Promotion constitutes consent to the royalty-free use of his/her name, photo, and statements attributed to him/her for advertising and promotional purposes, including in e-mail blasts and any other media chosen by the Sponsor without compensation.

10. GENERAL CONDITIONS: By participating in the Promotion, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of the Sponsor, which are final and binding on all matters pertaining to the Promotion. All persons under the age of 18 must receive parent's or guardian's permission to enter the Promotion. Parent/guardian agrees to all terms of these Official Rules, on behalf of minor and themselves. Non-compliance with these Official Rules may result in disqualification

and all associated entries will be void. All entries, as applicable, become property of the Sponsor and none will be acknowledged or returned. Sponsor reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Promotion in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Promotion is compromised. The Sponsor reserves the right to disqualify any entrant or winner, as determined by the Sponsor, in its sole discretion and without liability to the entrant or winner. The Promotion is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Promotion is void where prohibited or restricted by law. Entrant acknowledges that the promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

11. **PRIVACY AND PERSONAL INFORMATION:** Entrant's names and Instagram accounts and handles may appear both on display and promotional materials. This information will only be collected for purposes of the Promotion. Personal information shared with the ACGW for the purpose of the Promotion will only be disclosed to third parties as part of the Promotion, which may include display and promotional materials; no further disclosure of personal information shall be made to any third party. By participating in the promotion, entrants hereby agree to such use of their personal information by Sponsor.

12. **FORCE MAJEURE:** Without limiting any other provision in these Official Rules, in the event that any of the Promotion's activities or the Releases' operations or activities are affected, as determined by the Sponsor, in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, the Sponsor shall have the right to modify, suspend, or terminate the Promotion, and no Releases shall be responsible or liable to any entrant or prize winner or any person claiming through such entrant or prize winner for failure to supply the prize or any part thereof. The Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

Simple Model Release Form

I, hereby grant permission to _____
the irrevocable and unrestricted rights to publish photographs of me, or in which I may
be included for publications or editorials which can include books, cards, calendars,
invitations, and websites without any more compensation or recognition given to me.

I do not grant permission to resale or use the photograph in a manner that would
exploit or cause malicious representation toward me.

Name: _____

E-mail: _____

Signed: _____

Date signed: _____

Model Release Form for a Minor

I hereby warrant that I am a legal competent adult and a parent or legally appointed
guardian of the above minor and that I have every legal right to contract for the minor in
the above regard. I state further that I have read the above authorization, release, and
agreement prior to its execution and that I am fully familiar with the contents of it.

Minors Printed Name: _____

Legal Guardians Name: _____

E-mail: _____

Signed: _____

Date signed: _____