

2021Town of Kilmarnock Photo Contest

Do you think Kilmarnock is a beautiful place to live? Do you love to take pictures? This is your time to shine! The Town of Kilmarnock is sponsoring a photo contest and inviting you to capture the fun and beauty that comes with living in our community. Whether it's life landscapes or landmarks, show us what you love the most. Just remember, to keep things family-friendly and within the town limits.

2021 Town of Kilmarnock Photo Contest Official Contest Rules

Eligibility

Open to legal residents of the continental U.S., 18 and over. Employees (and their immediate families) of the Town of Kilmarnock, their subsidiaries, vendors, media partners and advertising agencies are not eligible. Void where prohibited. Federal, state, and local laws and regulations apply.

Entry

All entries must be received between March 1st, 2021 and August 31st, 2021 ("Entry Period"). All photo entries ("Submissions") must be family friendly, taken in the Town of Kilmarnock and comply with these official rules. NO physical bodies/persons or pictures of humans may be in pictures. Animals, nature, scenic etc, are ok.

Submissions will not be publicly displayed during the entry period, however, photos will be displayed and used by the Town of Kilmarnock in marketing campaigns, social media sites, and the Town of Kilmarnock website as articulated herein.

For this reason, you, as the entrant, must warrant:

- i. that your Submission does not infringe on the intellectual property (copyright, trademark, patent) rights of any third party rights holder, or feature artwork created by another person; and
- ii. that any copyright holder of the Submission has granted you permission to participate in this Contest and has granted, or will grant, to Sponsor and its Agents the right to publish a winning Submission as articulated in these rules; and

There are three means of entry. ***The maximum number of entries is 5.***

- 1. Mail in entry and photos- Attn: Ashley Jones PO BOX 1357, Kilmarnock, VA 22482**
- 2. Hand deliver entry and photos - Ashley Jones 1 N. Main Street, Kilmarnock, VA 22482**
- 3. Email all photos and files to: ajones@kilmarnockva.com**

Release

By entering, entrants agree to:

- (1) release the Town of Kilmarnock and its agents from all liability, injuries, loss and/or damage of any kind arising from their participation in the Contest and the acceptance and use/misuse of any prize;

(2) to be bound by the Official Rules and the decisions of the judges. Entrants authorize the Town of Kilmarnock to use their name, photo, hometown, Submission, entry materials and for advertising and promotional purposes, in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law.

Entry constitutes entrant's consent to give the Town of Kilmarnock a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display any photo submission, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for the Town of Kilmarnock to make use of the non-exclusive rights entrant is granting to use the Submission.

General Conditions/Indemnification

The Town of Kilmarnock reserves the right to require additional documentation from entries, including Release statements from parties other than the entrant. No prizes will be awarded for these entries. Photos that are picked will be used for promotional purposes. No physical or cash equivalents will be given.

You must own the copyright to any photo submitted and we request that you familiarize yourself with the Release paragraph included in these rules. All photos must be in .jpg format and must be a minimum of 5MP in size. You must own the copyright to any photo submitted and we request that you familiarize yourself with the Release paragraph included in these rules.

A third party will judge all entries. No Town staff or affiliate will have jurisdiction over the winning photos.

By participating in this contest and/or by accepting any prize that you may be awarded, you agree that the Town of Kilmarnock, Facebook, and their respective parents, subsidiaries and affiliated companies, units and divisions; and Sponsor's advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and their respective successors, representatives and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any injuries, losses or damages of any kind caused by your participation in this Contest or resulting from acceptance, possession or use of a prize. By participating in the Contest and/or accepting any prize, you agree to fully indemnify each Indemnified Party from any and all such claims by third parties. Apart from administering the Contest, the Town of Kilmarnock is not obligated to use any of the above mentioned information, Submissions, but may do so, and may edit such information or materials, in the Town of Kilmarnock sole discretion, without further obligation or compensation.

The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or

submissions; (ii) technical or computer malfunctions, or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) claims based on publicity rights, defamation, or invasion of privacy; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. The Town of Kilmarnock may prohibit participation in the Contest if, in its sole discretion, it determines a user is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Town of Kilmarnock employees. Submissions will not be returned or acknowledged. Any attempt at a form of entry other than as expressly specified in these rules (including but not limited to automated, copied, third-party or mechanically reproduced entries) is strictly prohibited and will result in disqualification. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. If the Town of Kilmarnock receives a request from a third party copyright holder to remove a Submission from the judging phase, the Submission will be removed from the Contest. The Town of Kilmarnock is not responsible for errors, omissions, inaccurate transmission of or failure to receive an entry. The Town of Kilmarnock is also not responsible for any injury or damage to any entrant's or any other person's computer related to or resulting from participating in promotion, entries that are late, misdirected or incomplete. The Town of Kilmarnock reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by the Town of Kilmarnock in its sole discretion. If terminated the Town of Kilmarnock may, in its sole discretion, determine the winner from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. If a potential winner is disqualified for any reason, the applicable prize may be awarded to a runner-up, if any, in the Town of Kilmarnock's sole discretion. Void where prohibited or restricted by law.

**Town of Kilmarnock Photo Contest
Affidavit of Eligibility, Release and License.**

I represent that I am a US resident, 18 or over, and eligible to participate in the Town of Kilmarnock Photo Contest;

I represent that I satisfy all eligibility requirements set forth in the official rules, which I acknowledge having read and understood, and any other requirements imposed by law;

I hereby represent and affirm that I have read, have complied with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Official Rules and decisions of the judges;

I release the Town of Kilmarnock from all liability, injuries, loss and/or damage of any kind arising from their participation in the Contest and the acceptance and use/misuse of any prize.

I have not perpetrated and will not perpetrate any fraud or deception in connection with the contest and have not sought to influence the outcome other than by participating as expressly permitted in the Official Rules;

I have been given a full opportunity to review and analyze the Official Rules.

I fully and completely understand all of the terms of this Affidavit and sign it voluntarily, freely, and knowingly. I hereby grant the Town of Kilmarnock a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display any photo submission, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media format or technology now known or later developed, including for promotional or marketing purposes. The terms, promises and representations set out in this Affidavit and the Official Contest Rules all constitute binding legal consideration between the Town of Kilmarnock and the entrant. Oath or Affirmation: I certify under penalty of perjury under Virginia law that I know the contents of this Affidavit signed by me and that the statements are true and correct, attached hereto and incorporated herein by this reference.

Print Name

Date

Signature

Date

Please mail to: The Town of Kilmarnock, Attn: Ashley Jones P.O Box 1357, Kilmarnock, VA 22482.

Or Hand Deliver to Ashley Jones at the Town Office. 1 N. Main Street, Kilmarnock, VA 22482.

Email submission: ajones@kilmarnockva.com

Official Rules Kilmarnock Photo Contest

1. Photos must be taken in Kilmarnock.
2. Each photographer may enter a maximum of five photographs.
3. Photos cannot contain humans.
4. The photo must be in its original state and cannot be altered in any way, including but not limited to removing, adding, reversing, or distorting subjects within the frame.
5. The photos submitted must be your own photos.
6. Submit photos as a high resolution JPG/JPEG file.
7. Submit entries via email to: ajones@kilmarnockva.com or hand deliver.
8. Use the subject line “2021 Photo Contest.”
9. Photo Contest submissions are due by August 31st, 2021.