

#DearDayofCaring 2019 Photo Contest

United Way of Greater Rochester
Day of Caring Photo Contest – Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.

VOID WHERE PROHIBITED.

1. Overview and Description of Contest

The United Way of Greater Rochester (the “Sponsor”) will conduct the Day of Caring Photo Contest (the “Contest”) and invites individuals registered for the United Way’s Day of Caring (the “Participants”) to share a photo on Facebook, Twitter or Instagram taken during the United Way’s Day of Caring event (the “Photo”).

2. Sponsor

The Contest is sponsored by United Way of Greater Rochester. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.

3. Binding Agreement

Participants posting a Photo for the Contest agree to these Official Rules (the “Rules”). **THEREFORE, ALL PARTICIPANTS SHOULD READ THESE RULES CAREFULLY BEFORE POSTING A PHOTO FOR THE CONTEST TO MAKE SURE THE PARTICIPANT UNDERSTANDS AND AGREES TO THEM.** If a Participant posts a Photo for the Contest, all of the individuals in the Photo will be deemed to have consented and agreed to the Rules. Participants may not post Photos unless they agree to the Rules. The Rules are a binding legal agreement between each Participant and the Sponsor with respect to the Contest.

4. Eligibility

Any person or persons registered for United Way’s Day of Caring event that is at least the age of minority in their state of residence at the time of submission may post a Photo for the Contest, unless prohibited by law. The Contest is subject to all applicable federal, state, provincial and local laws and regulations and is void where prohibited.

5. Photo Submission Period

The “Photo Submission Period” **begins at 08:00 a.m. on May 9, 2019 and ends at 5:00 p.m. on May 10, 2018** (the “Contest Period”). All Photos must be posted during the Photo Submission Period. Photos posted after the Photo Submission Period are not eligible for the Contest. As Photos are posted, they will be examined by the Sponsor to determine if they are consistent with the Photo Requirements, with such determination to be made in the Sponsor’s sole discretion. Only one (1) Photo for each “Day of Caring” project location (“Project Location”) may be submitted. If more than one (1) Photo is posted or a Project Location, the first Photo posted shall be entered in the Contest.

6. Submission of Photos

To post a Photo for the Contest, Participants must:

- a. Take a Photo taken during the United Way Day of Caring meeting the criteria in Section 7 of the Rules. Photos that are judged as improper, insensitive, or otherwise inappropriate to the Contest, in the sole discretion of the Sponsor, will be disqualified.
- b. Post the Photo on Facebook, Twitter or Instagram and include the hashtag #DearDayofCaring in the post.

7. Photo Requirements

The Photo MUST:

- a. include the hashtag #DearDayofCaring in the post
- b. be submitted based on the requirements of Facebook, Twitter and Instagram photo posts
- c. be owned (including the copyright to the Photo) and originally created by the Participant submitting the Photo;
- d. not previously have been published or won any award;
- e. not name or refer to any brand or trademark other than the United Way of Greater Rochester or Day of Caring, which marks Participant has a limited license to use solely to incorporate into the Photo for this Contest and for no other purpose whatsoever;
- f. not contain any material that the Sponsor determines, in its sole discretion, is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda, or contains any criminal or civil liability;
- g. not contain text or other content that the Sponsor determines, in its sole discretion, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs, nationality, disability, sexual orientation or age.
- h. not contain any material that violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which, if used by the Sponsor, would require a license or permission from or payment to any third party;
- i. not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photos are created;
- j. if the Photo identifies any person, the Participant must have, prior to submission, obtained such person's consent to the use by the Sponsor of the Photo, including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and
- k. not contain any material that the Sponsor, in its sole discretion, deems inappropriate for public dissemination.

8. Selection

The Sponsor will examine each Photo posted for the Contest to determine if its content is consistent with the Photo Requirements. Each Photo will be judged on a "Pass" or "Fail" basis. The Photos that "Pass" will be entered into the Contest. A Photo that "Fails" the Sponsor's review will NOT be entered into the Contest. All decisions of the Sponsor are final, binding, and non-appealable.

All "Pass" Photos will then be entered into a random drawing from which the Sponsor will randomly select two (2) Photos (each, a "Winning Photo"). The Wining Photos will be announced on or about May 13, 2019.

Odds of winning will depend on the total number of eligible Photos posted during the Photo Submission Period that comply with the above-noted Photo Requirements. Posting a Photo for the Contest does not constitute a determination by the Sponsor that the Photo is eligible to be entered in the Contest or that the Photo otherwise complies fully with these Rules. In the event of any dispute, the decision of the Sponsor shall be final.

9. Prizes

The Project Location included in each Winning Photo (“Winning Location”) will receive a \$250 cash prize, provided that the Project Location is an Eligible Recipient (as described below).

“Eligible Recipients” are those not-for-profit organizations that have registered and been accepted by the Sponsor for participation in the Sponsor’s “Day of Caring” event.

THE RETAIL VALUE OF ALL PRIZES IN THE CONTEST IS \$500.

Prizes are non-transferable, non-refundable, may not be sold or transferred and cannot be used in conjunction with any other offer or promotion. No substitution of the prizes or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value. As a condition of accepting a prize, each Winning Location agrees to furnish to the Sponsor any requested information needed for tax reporting.

10. WINNING LOCATION NOTIFICATION AND VERIFICATION:

Each Winning Location will be notified by social media, email or other contact information provided to the United Way in connection with the Winning Location’s participation in the Day of Caring. Each Winning Location is subject to verification for eligibility under these Rules. The potential Winning Locations may be required to complete and return to the Sponsor, un-amended, a Release and Eligibility Agreement (the “Release”), confirming, among other things, compliance with these Rules, acceptance of the Prize as awarded without substitution and releasing the Sponsor as described below.

If a potential Winning Location cannot be reached, does not respond within forty-eight (48) hours of an initial notification attempt, declines the prize, or fails to pass the verification process, including completing and returning the Release within five (5) business days of delivery to the potential Winning Location of the same, or if any attempted notification or prize delivery is returned as undeliverable, the potential Winning Location will be disqualified and the prize will be awarded to another Photo randomly selected by the Sponsor, subject to the same notification and verification requirements.

11. Representations, Warranties, and Covenants of Participants

By posting a Photo for the Contest, each Participant warrants and represents that:

THE PARTICIPANT OWNS ALL RIGHTS TO THE POSTED PHOTOS; THE PARTICIPANT IS THE INDIVIDUAL(S) PICTURED IN THE PHOTO, OR, ALTERNATIVELY, THAT THE PARTICIPANT HAS OBTAINED PERMISSION FROM EACH PERSON WHO APPEARS IN THE PHOTO, OR IN THE CASE OF MINORS, THE PERMISSION OF THE MINORS’ PARENTS OR LEGAL GUARDIANS, TO GRANT THE RIGHTS TO THE UNITED WAY OF GREATER ROCHESTER DESCRIBED IN THE RULES; AND

THE PHOTO: (a) WAS ORIGINALLY CREATED BY THE PARTICIPANT; (b) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, CONTRACT, PRIVACY, MORAL, PUBLICITY, OR OTHER RIGHT OF ANY OTHER PERSON, (c) DOES NOT VIOLATE ANY LAW, REGULATION OR TERMS OF USE OF FACEBOOK, TWITTER OR INSTAGRAM; (d) HAS NOT BEEN ENTERED IN ANY OTHER CONTEST; AND (e) HAS NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM.

In addition, each Participant:

- a. Hereby unconditionally and irrevocably grants to the Sponsor, an irrevocable, world-wide, fully paid-up, non-exclusive, sub-licensable license in the submitted Photos and its components. Without limiting its rights, the Sponsor may reproduce, encode, store, copy, transmit, publish, distribute, post, broadcast, display, publicly perform, adapt, create derivative works of (as such term is defined under U.S. Copyright Law, 17 U.S.C. §101 et seq.), exhibit, and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Photo and the name, address, image, voice, likeness, statements, biographical material of all Participants related to the Photo, including, but not limited to, the Photo or digital recording and performances contained in any of the above items (in each case, as submitted or as edited/modified in any way by the Sponsor, in the Sponsor's sole discretion), as well as any additional photographic images, Photo images, portraits, interviews or other materials relating to each Participant(s) or any video and arising out of his/her participation in this Contest (with or without using the Participant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation, notice to or approval from the Participant or any other person. The foregoing rights are, collectively, the "License".
- b. Forever waives all right of privacy, right of publicity, intellectual property rights, and all other legal or moral rights that may preclude or limit the Sponsor's use of the Photo or Additional Materials in accordance with the License, or would require the Participant's permission for the Sponsor to use them for any purpose, and agrees never to sue or assert any claim against the Sponsor, its affiliates, legal representatives, assigns, agents, licensees, or anyone else's use of any video and/or the Additional Materials pursuant to the License.
- c. Hereby releases and shall indemnify and hold Facebook, Twitter, Instagram, the Sponsor, its affiliates and each of their respective legal representatives, assigns, agents, licensees, officers, directors, agents, co-branders, and other partners, and any of their employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, expenses (including reasonable attorneys' fees, whether incurred as the result of a third party claim or a claim to enforce the Rules), costs, and liabilities (including settlements) brought or asserted by any third party against any Indemnitee(s) due to or arising directly or indirectly out of: (i) the Photo or Additional Materials; (ii) Participant's conduct during and in connection with the Contest, including, but not limited to, infringement or misappropriation of any intellectual property rights or violation of any right of publicity or privacy, defamation, or other improper conduct; (iii) any claim(s) that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of any Indemnitee infringes on the rights of Participant's work as contained in any Photo or any other right of Participant.

12. General Conditions

By participating, Participants agree to the Rules and the interpretation of the Rules by the Sponsor, whose interpretation is final, binding, and non-appealable in all respects. Participants agree to waive any right to claim ambiguity in the Contest or these Rules, except where prohibited by law. Sponsor's

computer is the official time-keeping device for the Contest. Unclaimed prizes will not be awarded. No correspondence will be entered into except with the Winning Locations.

The Sponsor may, in its sole discretion, disqualify or request the removal of any Photo deemed to be inappropriate or otherwise noncompliant. Photos may also be disqualified if Sponsor learns that the Participant who posted the Photo disparages the Sponsor during or after the Contest Period. Participants should be aware that Sponsor retains the right to take legal action against Participants who commit libel or slander against Sponsor during or after the Contest.

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, software bug, tampering, unauthorized intervention, fraud, technical failure, unsatisfactory submissions, or any other cause which corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest in the Sponsor's sole judgment, the Sponsor reserves the right, in its sole discretion, to cancel, modify, or terminate the Contest.

The Sponsor reserves the right, at its sole discretion, to disqualify any Photo, Project Location or other individual or organization who the Sponsor determines: (a) tampered or attempted to tamper with the entry process or the operation of the Contest; (b) violated any Rule; or (c) acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of the Photo and/or the Participant.

CAUTION: ANY ATTEMPT BY AN PARTICIPANT, PROJECT LOCATION OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Contest is governed by the laws of the State of New York. Any dispute which cannot be amicably resolved regarding the Contest, including any Photo, shall be resolved in the federal or state courts located in Monroe County, New York, and Participant and anyone claiming through Participant hereby consents to the exclusive personal jurisdiction of such courts in such event.

Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Contest for any reason at any time. Any changes to these Rules will be posted on the Sponsor's Facebook page.

Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

13. WINNER LIST/OFFICIAL RULES

For a list of Winning Locations or a copy of these Rules, please send a self-addressed stamped envelope to: "Day of Caring" Photo Contest, Winner List/Official Rules, United Way of Greater Rochester, 75 College Ave, Rochester, NY 14607, to be received no later than May 1, 2018. Winner lists will be sent once all Winning Locations are verified and the Prizes have been awarded.