



International 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. VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS CONTEST.

1. Entry Periods

The St. Petersburg College International Photo Contest (the Contest), sponsored by the St. Petersburg College Center for International Programs (the Sponsor), begins at 8:00 a.m. Eastern Time (ET) on October 25, 2017 and ends at 11:59 p.m. ET on November 26, 2017.

2. How to enter

To enter, students will send their photos to Faiola.Ann@spcollege.edu. They will have to provide their name, e-mail address, phone number, and student ID. Each photograph must relate to the theme designated by Sponsor. There is a limit of two (2) submissions per person and a limit of one (1) prize per person.

3. Eligibility

The Contest is open only to current St. Petersburg College students, faculty and staff.

4. Photo guidelines

All photographs must comply with the following guidelines: (a) the photograph must be in .jpg, .png, .gif, or .jpeg file format, a maximum file size of three (3) megabytes and minimum file size of one (1) megabyte; (b) the resolution of the photograph must be at least 1536x1180; (c) the photograph (including the copyright in the photograph) must be owned by the entrant and must be original; (d) the photograph must have been taken anywhere outside the U.S. (and outside U.S. territories) by the entrant; (e) the photograph must not contain any material that is defamatory, patently offensive, threatening or obscene as defined by law; (f) the photograph must 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 whose use by the Sponsor requires a license or permission from or payment to any third party; (g) if the photograph identifies or depicts any person other than the entrant, the entrant must have prior to submission obtained written consent from such person (or his or her parent or legal guardian, if the person identified or depicted is a minor) for the use by the Sponsor of the Photograph including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and (h) the photograph must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing and/or for posting on the Sponsor's website or social media accounts. By submitting a photograph, the entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submission of the photograph and the use of the photograph as permitted pursuant to these rules and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Use by an entrant of any form release that may be provided by Sponsor in its discretion does not relieve the entrant of its responsibilities pursuant to this section or limit in any way the representations and warranties made by the entrant herein. Sponsor reserves the right in its sole discretion

to disqualify and/or not to post on the website any photograph that Sponsor determines does not comply with these guidelines, to make such changes to any photograph as are necessary to make it compliant, or to require the entrant to do so.

5. Winner selection

The following procedures will be used to select the winners: the photos will be posted on the St. Petersburg College Center for International Programs Facebook International Photo Contest event page. The photo that receives most likes in each category (students or faculty/staff) will win. Voting will begin on Thursday, November 30, 2017, at 10:00am, and it will close on Thursday, December 7, 2017 at 3:00pm.

8. Winner notification and verification

Notification of Winners: The potential winners will be notified by email and/or telephone, in Sponsor’s discretion on December 7, 2017. Each potential winner may be subject to additional verification and may be required to complete and return to Sponsor an additional Affidavit of Eligibility and Publicity/Liability Release. If a potential winner cannot be reached or does not respond within twenty-four (24) hours of the initial notification attempt, or fails to complete and return to Sponsor any required Affidavit of Eligibility and Publicity/Liability Release (where permitted by law) within two (2) business days of delivery to the potential winner of the same, or if any attempted notification or prize delivery is returned as undeliverable, the potential winner will be disqualified and the prize will be awarded to an alternate winner. If a potential winner is a minor under the laws of his or her jurisdiction of residency, the prize may in Sponsor’s discretion be awarded in the name of the winner’s parent or legal guardian, who must complete any required Affidavit/Release.

9. Prizes

Student Prizes: First place – iPad Second place – iPod Nano Third place – iPod Shuffle	Faculty/staff Prizes: First place –1st place certificate Second place –2nd place certificate Third place –3rd place certificate
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10. Grant of rights

By entering the Contest, each entrant irrevocably grants to Sponsor the right to use and authorize the use of the photograph submitted by the entrant in or in connection with the production of advertising and prints, including without limitation modifying, altering, excerpting or amending the photograph and/or creating derivative works based on the photograph or any component thereof. Each entrant will be required to execute such releases, licenses and other documentation as Sponsor requires with respect to the entrant’s photograph. In addition, without limitation of the foregoing, by entering the Contest, each entrant irrevocably grants to each of the Contest Entities including without limitation all persons and entities involved in the production, distribution and/or marketing of the advertising to use and authorize the use of the entrant’s name, likeness (including without limitation photographs and/or recordings of the entrant), voice and biographical information, and the photograph submitted by the entrant, including without limitation modifying, altering, excerpting or amending the photograph and/or creating derivative works based on the photograph or any component thereof, for purposes of trade, publicity or promotion and any other purpose, in all media and formats whether now known or later developed, throughout the world in perpetuity, without any notice, permission or compensation (except where prohibited by law). Without limitation of the foregoing, by entering the Contest, each entrant irrevocably agrees that Sponsor is permitted, during the Contest and thereafter, (a) to display the entrant’s Photograph, name, likeness and/or biographical information online at the website and other websites and/or social media platforms for public viewing and comment, (b) to use and authorize the use by members of the public of each winner’s photograph in other promotions and (c) to incorporate the entrant’s photograph, name and/or biographical information in advertising, marketing and promotional materials for Sponsor and/or its products and services and/or the Contest.

11. Release and assumption of risk

By entering, each entrant, on behalf of the entrant and his or her heirs, executors, guardians, assigns, agents and representatives, releases each of the Sponsor Parties and the directors, officers, employees and assigns of each of the foregoing, and all people

and entities involved in the development or execution of the Contest and/or the production, marketing and/or distribution of any advertising, from and agrees not to assert any and all claims, actions, suits, proceedings and demands arising out of or relating to the conduct of or the entrant's participation in the Contest, the acceptance or use of the prize, the use of any photograph by the Sponsor or anyone authorized by any of the Sponsor or any other exercise by any of the Sponsor of the rights granted herein, and all liabilities, losses, injuries and/or damages arising out of relating to the same. The foregoing includes, without limitation, any claims, actions, suits, proceedings or demands based upon or alleging any invasion of privacy, violation of right of publicity or infringement of any intellectual property or other personal or proprietary rights, or any personal injury or death to an entrant or any other person or any damage to or loss of personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize and any activity or travel related thereto or participation in this Contest. Entrants assume all liability for and risk of any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK.

12. General rules

The Contest Entities are not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries or e-mails, incorrect or inaccurate capture of, damage to, or loss of entries, Photographs or entry information, any delay or interruption in the launch, accessibility or operation of the Website or any entry or voting period or any other human or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Contest. The Contest Entities are not responsible for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. The Contest Entities are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify or prohibit from participating in the Contest any individual who, in Sponsor's discretion, Sponsor determines or believes (a) has tampered with the entry process or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices, or (b) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor, or (c) has attempted or intends to attempt any of the foregoing. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bug, technical problem, entrant fraud or misconduct, or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the Contest. In the event of termination of the Contest, a notice will be posted online and winners will be selected from among all eligible entries received prior to the time of termination. Entry times will be determined using Sponsor's computer, which will be the official clock for the Contest. All federal, state and local laws and regulations apply. Each entrant agrees to indemnify, defend and hold each of the Contest Entities and each of their successors, and the directors, officers, employees and assigns of each of the foregoing, harmless from and against any and all claims, actions, suits, proceedings and demands arising out of or relating to the use by any of them of the Photograph as permitted hereunder, and all liabilities, losses, injuries and/or damages to entrant or any other person arising out of relating to the same. Entries will not be verified or returned. By participating in this promotion, entrants agree to be bound by the rules and the decisions of Sponsor, which are final and binding in all respects. The Contest Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize. In no event will more than the stated number of prizes be awarded. By entering the Contest, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Each entrant's sole and exclusive remedy with respect to any and all claims, causes of action and/or lawsuits relating to or arising out of the Contest and/or Film shall be an action at law for the recovery of monetary damages only, and in no event shall any of the rights acquired or to be acquired by any of the Sponsor Parties hereunder be affected or impaired. Each entrant agrees that in no event shall the entrant

have the right to enjoin or otherwise interfere with the development, production, distribution, or exploitation of the Film and/or Producer's exercise of any of its rights hereunder or to terminate or rescind any of the rights granted herein. Non-compliance with these rules may result in disqualification. Any legal proceedings arising out of this Contest or relating to these rules shall be instituted only in the federal or state courts located in Pinellas County in the State of Florida, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

13. Privacy

Information collected by Sponsor from entrants in connection with the Contest will be used to respond to your requests for information; to contact you regarding the Contest and its outcome; to identify photos collected during the Contest; to promote and market the Contest; to promote and market the St. Petersburg College Center for International Programs; to promote and market St. Petersburg College to perform functions as otherwise described to you at the time of collection.

14. Sponsors

Board of Trustees of St. Petersburg College, St. Petersburg College Center for International Programs and the Student Government Association.