

The Best of Grand Ledge 2017 Photo Contest Official Rules

The Best of Grand Ledge 2017 Photo Contest (the “Contest”) sponsored by the City of Grand Ledge Downtown Development Authority (the “City”) begins on Friday, February 10, 2017 and ends on Tuesday, August 8, 2016 at 4:00 p.m. Eastern Time (ET) (the “Contest Period”). NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. CONTEST: The entry period for the Contest begins on Friday, February 10, 2017 and ends at 4:00 p.m. ET on Thursday, August 10, 2016 (the “Contest Entry Period”). During this period, the public may submit photographs on www.cityofgrandledge.com/photocontest (defined below). The voting period for the Contest begins at 9:00 a.m. ET on Tuesday, August 15, 2017 and ends at 4:00 p.m. ET on Tuesday, September 5, 2017 (the “Contest Voting Period”). During this period, the public may vote on the Photo Entries (defined below) posted on www.cityofgrandledge.com/photocontest (defined below).

2. BINDING AGREEMENT: In order to enter the Contest, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand and agree. You agree that submission of a Photo Entry in the Contest constitutes agreement to these Official Rules. You may not submit a Photo Entry to the Contest and are not eligible to receive the prize described in these Official Rules unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and the City with respect to the Contest.

3. ELIGIBILITY: The Contest is open only to legal residents of any of the fifty (50) states of the United States and the District of Columbia (excluding Puerto Rico and U.S. territories) who, as of the date of entry, are 18 years of age or older and have internet access. Minors under the age of 18 years old may enter only if their legal parent or guardian submits the entry on their behalf. Employees of the City, members of the Downtown Development Authority’s voting committee, and all of their immediate family members (including spouse, mother, father, sister, brother and children and spouse of any of the foregoing) and those living in the same household of each (people who have shared the same residence at least three months over a period of one year prior to the start of the Sweepstakes Period) are not eligible to win any prize monies but may still enter the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and void where prohibited or restricted by law.

4. HOW TO ENTER: During the Contest Entry Period, you may enter the Contest by uploading before the end of the Contest Entry Period (a) an original photographic image of Grand Ledge that highlights what you think is the best of the City (a “Photo”) and (b) a one-to-three word description of the location or place within the City where the photograph was taken via www.cityofgrandledge.com/photocontest and follow the instructions that appear to complete an entry form and upload your Photo(s). Entering a Photo is referred to as a “Photo Entry”. Entrants may enter a maximum of five (5) Photo Entries. Entrants may only enter the Contest once. Each Photo Entry must meet the “Photo Entry Requirements” described below. All Photo Entries must be successfully submitted during the Contest Entry Period to be eligible for the Contest. Any use

of robotic, automatic, programmed or similar entry methods will void all such entries by such methods. Entrants violating any of these Official Rules may be disqualified. All eligible Entries will be featured on www.cityofgrandledge.com/photocontest.

5. PHOTO ENTRY REQUIREMENTS: Entrant's Photo Entry must be original, of entrant's own creation. Any Photo Entry that, in the City's sole and absolute discretion (i) is obscene, profane, lewd or defamatory; (ii) includes anti-social content, a commercial solicitation or promotional materials, or address, phone number, or URL address; (iii) does not meet the requirements outlined in these Official Rules; (iv) includes branded items; (v) is not in keeping with the City's image, or (vi) is otherwise objectionable, may not be considered and may be disqualified.

All Photo Entries become the property of the City upon submission and will not be acknowledged or returned. Entrant represents and warrants that entrant's Photo Entry (i) is original, of entrant's own creation and (ii) does not violate the intellectual property or proprietary rights of other parties. Entrant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the City or any other person on the grounds that any use of any Photo Entry as provided herein, infringes any of entrant's rights as the creator of the Photo Entry as provided herein including, without limitation, trademark rights, copyrights and moral rights or "droit moral". By submitting a Photo Entry, entrant hereby grants the City and its affiliates, subsidiaries, successors, assigns, licensees, sub-licensees, and agents an irrevocable, worldwide, royalty-free, unrestricted, perpetual sub-licensable (through multiple tiers) and transferable right and license to use, copy, transmit, publish or otherwise distribute, modify, create derivative works based upon, incorporate into other works, publicly perform and display the Photo Entry or any portion thereof, in or through any medium, whether now known or hereafter created (including, but not limited to, on the City of Grand Ledge Facebook Page, other websites owned or controlled by the City, its affiliates or anyone acting on the City's authority, and in the City's e-mails, Facebook, or other social media communications), for any and all lawful purposes, and agrees to execute documents, instruments or agreements confirming such right and license at the City's reasonable request. Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and the City. The entrant will defend and indemnify the City against any judgments or settlements approved by the City with respect to any claims that entrant infringed any Intellectual Property Rights of a third party in relation to the entrant's submission.

6. WINNER SELECTION: All eligible Photo Entries will be featured on www.cityofgrandledge.com/photocontest. The City, in its sole discretion, reserves the right at any time not to post, or to remove, any Photo Entry that fails to comply with these Official Rules. During the Voting Period, visitors to www.cityofgrandledge.com/photocontest will be given the opportunity to vote on eligible Photo Entries. Anyone may vote, and an entrant may vote on his/her own Photo Entry. Voters may vote for up to ten (10) entries; however, only one (1) vote per person will be allowed during the Voting Period. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to the public, as determined by the City in its sole and absolute discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. The City encourages voters to judge Photo Entries using the Judging Criteria for winning set forth in these Official Rules. Ten (10) Photo Entries receiving the highest number of public votes will be judged by the City and winners will be selected to receive the following prizes: one (1) First Prize of \$500.00,

one (1) Second Prize of \$300.00, and eight (8) Honorable Mention prizes of \$25.00 each. Decisions of the City will be final. Potential prize winners must meet all eligibility requirements and fully comply with these Official Rules. The City's decisions as to numbers of votes for each Photo Entry (after excluding, in its discretion, any ineligible votes or other votes not compliant with these Official Rules) are final.

7. WINNER NOTIFICATION: Potential prize winners will be notified by the City via e-mail, in the City's sole discretion. Except where prohibited by law, winners may be required to sign and return an affidavit of eligibility and publicity/liability release within twenty-four (24) hours of notification and provide any additional information that may be required by the City. The City shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address connected with the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. PRIZES AND ODDS OF WINNING: The prize to be awarded from the Contest are described below. Odds of winning depend on the number of eligible entries received: (a) First Prize: One (1) winner will be selected by the City according to the judging criteria described above and will receive a check for \$500.00. (b) Second Prize: One (1) winner will be selected by the City according to the judging criteria described above and will receive a check for \$300.00. (c) Honorable Mention: Eight (8) winners will be selected by the City according to the judging criteria described above and will receive a check for \$25.00.

9. GENERAL RULES: The Contest is offered by the City, which is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Contest, entrants further agree to waive, release, indemnify, defend and hold harmless the City and their employees, sponsors and agents, including advertising and Contest agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, Facebook and other social media platforms (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond the City's control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, or (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of

any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest. IN NO EVENT WILL THE CITY BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. **ADDITIONAL CONDITIONS:** Except where prohibited, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry materials and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in any printed or digital publications, the City of Grand Ledge Facebook page, cable channel, and the City's webpage at www.cityofgrandledge.com without additional compensation. The City reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the entrant. The City reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the Contest; (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the City reserves the right to seek damages from any such person to the fullest extent permitted by law. The City's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Contest is void where prohibited or restricted by law. By participating in the Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of the City, which are final and binding on all matters pertaining to the Contest. These Official Rules are governed by the law of the State of Michigan, excluding rules governing choice of laws.

11. **LAWSUITS:** Any action, suit or case arising out of, or in connection with, this Contest or these Official Rules must be brought in the state or federal courts located in Michigan.