



# RATRODTOBER

## 2018 Photo Contest Official Rules

### Entry Period

Ratrodtober's 2018 Photography Contest (the "Contest") begins on October 13, 2018, at 10 a.m. Central Standard Time (CDT), and ends on November 16, 2018, at 11:59:59 p.m. CDT (the "Contest Entry Period"). Entry into this Contest constitutes your acceptance of these Official Rules.

### Who May Enter

Ratrodtober's 2018 Photography Contest is open to all legal residents of the 50 United States, the District of Columbia, and Canada (excluding Quebec) who are 13 years of age or older as of October 13, 2018.

### How to Enter

The 2018 Ratrodtober photo contest will be hosted on Ratrodtober's website ([www.ratrodtober.com](http://www.ratrodtober.com)). Contestants can submit up to (10) ten photos from the 2018 Ratrodtober Car & Bike Show at TUPPS Brewery on October 13, 2018 to Ratrodtober's primary email address [Ratrodtober@gmail.com](mailto:Ratrodtober@gmail.com) during contest entry period.

### Judging

Judging will be conducted by a panel to be appointed by the Sponsors. Judges will score eligible photographs using the following criteria: a) Technical Quality (30 percent); b) Originality (30 percent); and c) Artistic Merit (40 percent).

### Prizes

Grand Prize: \$100.00 USD

Winners are responsible for the payment of any taxes on prizes.

Prizes will be awarded within 45 days of winner being confirmed.

### General Conditions

By submitting a Photograph to the 2018 Ratrodtober Photography Awards Contest, you agree to the following:

1. You represent and warrant that: a) You are the sole and exclusive author and owner of the Photograph and all rights therein; b) The Photograph has not won any previous awards, prizes or competitions; c) You have the full and exclusive right, power, and authority to submit the Photograph and to grant Ratrodtober the rights granted herein, including a worldwide copyright license, upon the terms and conditions set herein; d) No rights in the Photograph have been previously granted to any person, firm, corporation or other entity, or otherwise encumbered such that the prior grant would limit or interfere with the rights granted to the Sponsors herein.

2. You acknowledge that: a) Sponsors have the right in their sole discretion to disqualify any Photograph at any time if they determine that the Photograph is offensive, inappropriate, or contrary to the Sponsors' reputations, or that you or your Photograph have not complied with any of the Official Rules; b) Sponsors are not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, illegible, or delayed Submissions, for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, for human, mechanical, typographical, printing, electronic, or network errors, for errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of prizes, or any other errors, any of which may limit or affect your ability to participate in the Contest; c) Sponsors have the right to modify, suspend or cancel the Contest in the event that it becomes infected by a computer virus or is otherwise technically impaired, and to suspend or cancel the Contest in its entirety should tampering, unauthorized access, fraud, technical failures, acts of God or other causes corrupt the administration, security, fairness, or integrity of the Contest. If the Contest is suspended, Sponsors may select winners from the set of all non-suspect, eligible Submissions received up to the date of cancellation using the judging procedure outlined above, or, in their sole discretion, cancel the Contest and decide to award no Prizes; d) You may be disqualified from entering the Contest if it is determined by the Sponsors that you engaged in false or deceptive acts; e) Mass entries generated by script, macro or use of automated devices will be disqualified; f) By entering the Contest, you are not creating a confidential or fiduciary relationship with the Sponsors; g) Sponsors may themselves create other artwork, receive Submissions from other Entrants for this Contest, or receive photographs from third parties in connection with Sponsors' customary business that are similar or identical to your Photograph in theme, idea, format or other respects. You waive any and all claims you may have now or may have in the future that your Photographs are substantially similar in theme, idea or format to any photographs or other artwork in Sponsors' possession; and, h) Sponsors and their designees have the right, unless prohibited under law, to use your name, city and state of residence, voice, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the Sponsors' goods and services and publicizing the Contest, in any manner or medium, now or hereafter known, worldwide and in perpetuity.

3. If any Photograph in your Submission contains any material or elements not owned by you, or which are subject to the rights of third parties, you are responsible, prior to submitting the Photograph, for obtaining any and all releases necessary to permit the use and exhibition of the Photograph in all the manners contemplated by these Official Rules, including, without limitation, permission to use the name and likeness of any person who appears or is identifiable in the Photograph. You may be required to provide proof of these permissions in a form acceptable to Ratrodtober, and if you fail to provide such proof within seven days of request by Ratrodtober, your Photograph will be disqualified.

4. You irrevocably grant Ratrodtober a non-exclusive, worldwide, royalty-free, perpetual license to use the Photograph in any manner related to the Contest, including all associated use, reproduction, distribution, sublicense, derivative works, and commercial and non-commercial exploitation rights in any and all media now known or hereafter invented, including, but not limited to: a) Ratrodtober website and blogs related to the Contest; b) any slideshows, brochures, newsletters, articles, reports, calendars and publications related to the Contest; c) solicitations for the Contest; d) promotions and communications related to the Contest; and e) physical and digital galleries and exhibitions of Submissions. You may be required to execute any documents necessary to perfect such rights in the Sponsors.

5. You hereby release Ratrodtober, their parent companies, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, and agents from any and all liability, loss or damage arising from or in connection with your participation or attempt to participate in the Contest, and/or the awarding, receipt, use or misuse of a Prize or participation in any Prize-related activities; from claims

based on publicity rights, defamation or invasion of privacy; and from claims based on the infringement of or protection of the copyright in your Submission.

6. You agree to indemnify, defend and hold harmless the Sponsors against any claims by any third party related to a breach of any of these General Conditions, including, but not limited to, a claim of ownership of any copyright, trademark, or any personal or property rights, libel, defamation, invasion of privacy or right of publicity, or your failure to pay taxes on any Prize.

This Contest is void where prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations.