

## **Photo Contest 2026 – Artist Representations and Warranties**

**Artist Representations and Warranties.** Artist submitting an entry warrants that:

- a. The entry, and any part thereof, is original in concept, design, and execution. By entering, you represent and warrant that your entry is your original work, meaning that it was copied from another work, photograph, illustration (including a painting, graphic, or advertisement) or website. Any entry that violates the foregoing will not be accepted.
- b. Entry into this Photo Contest guarantees the artwork does not contain copyright protected material that would require consent of any third party; it does not violate any copyright, trademark, publicity right, privacy right, or any other right of any third party, and that artist has all the rights necessary to submit the entry and to assign the rights in the entry.
- c. By entering this Photo Contest, artist (i) agrees to be bound by these Official Rules, (ii) and agrees to release, forever discharge, indemnify, and hold the City, its affiliates, parents, subsidiaries, and divisions, and all of their officers, directors, employees, and agents harmless from any and all claims, demands, liabilities, losses, and damages of any kind arising in whole or in part, directly or indirectly, from artist's, artist's heirs, representatives, executors, administrators or another person acting on artist's behalf or the behalf of artist's estate, participation in the Photo Contest.
- d. The City is not responsible for any entries that are altered, defective, delayed, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, invalid, late, lost, misrouted, mutilated, multiple, non-delivered, stolen, tampered with, unauthorized, or unintelligible. However, if such event occurs through no fault of artist, artist retains the right to disavow authorship of the artwork with written notice to the City. City is not responsible for lost, interrupted, or unavailable network, server or other connections, miscommunications, failed phone, computer hardware, software or telephone transmissions, technical failure, unauthorized human intervention, traffic congestion, garbled or jumbled transmissions, or undeliverable digital or email communications resulting from any form of active or passive email filtering, insufficient space in your email account to receive e-mail, or other errors of any kind, whether due to electronic, mechanical or human error or other causes.
- e. Artist hereby grants the City a perpetual, royalty free, non-exclusive right to copy and make, and to authorize the making of, photographs and other reproductions of the artwork for any City related purposes, including, but not limited to, educational, advertising, marketing, public relations, promotion, and any documentation of the artwork or other noncommercial purposes. Reproductions by City are not required to contain a credit to artist, nor any form of copyright notice. Artist is not required to give credit to City in any public showing under artist's control or in reproductions of the artwork. The City may edit the artwork, at the City's sole discretion, for formatting purposes in its copying and reproduction of the artwork for any City related purposes, including, but not limited to, educational, advertising, marketing, public relations, promotion, and any documentation of the artwork or other noncommercial purposes. You further agree that the City shall have the right, but not the obligation, to use your name and/or photograph for the same purposes.
- f. Artist shall retain all copyrights and other intellectual property interests in the artwork, drawings, sketches, prototypes and other materials for the artwork except ownership and

possession and as otherwise provided in these Official Rules. The City and its assigns are not responsible for any third party infringement of artist's copyright and for protecting the intellectual property rights of artist. Any registration of a copyright under the State's Register of Copyrights shall be the sole responsibility of the artist, and the costs of such registration shall be borne by the artist.

- g. The artist has obtained written consent from all individuals whose image or likeness appears in the artwork, and that they have obtained the necessary rights, licenses, consents, and permissions to use all material, including but not limited to, images, text and other content in the submission. Artist further affirms that they are prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the entry at the City's sole and absolute discretion.
- h. Because artwork may be displayed on City property it is vital that there is no risk that the artwork tarnishes the City's reputation or gives the appearance that the City endorses particular views. In furtherance of this discreet and limited objective, the City retains strict control over the nature of the artwork accepted under the Program. Entry shall not contain obscenity, explicit sexual material, nudity, vulgarity, profanity, graphic violence, calls or incitement to violence, or commercial advertising.

#### **Consent to Photography**

- a. By submitting an entry into this Photo Contest, the artist grants the City permission to use the artist's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.
- b. Artist understands and agrees that all photos will become the property of the City and will not be returned.
- c. Artist hereby irrevocably authorizes the City to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, artist waive any right to inspect or approve the finished product wherein artist likeness appears. Additionally, artist waive any right to royalties or other compensation arising or related to the use of the photo.
- d. Artist hereby hold harmless, release, and forever discharge the City from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on artists' behalf or on behalf of artist's estate have or may have by reason of this authorization.

**BY ENTERING THIS PHOTO CONTEST I HEREBY AFFIRM THAT I HAVE READ AND UNDERSTAND THE ABOVE OFFICIAL RULES. I FURTHER AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW.**