

Official Rules

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The Utah Film Commission Location Photo Contest (the “Contest”) is designed to encourage photographers (“Entrant(s)” or “You”) to use their best photography (“Photos”). Utah Film Commission (“Voters”) will choose the winning entry for each competition, and prizes will be awarded in accordance with these Official Rules (the “Rules”).

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the Utah Film Commission (“UFC”) with respect to the Contest.

2. **ELIGIBILITY:** Open to all professional and amateur photographers. Employees, interns, contractors, and official office-holders of the UFC (“Contest Entities”) are ineligible to participate in this Contest.

3. **SPONSOR:** The Contest is sponsored by the Utah Film Commission (“UFC” or “Sponsor”), a Utah State Entity located at 300 North State Street, Salt Lake City, UT 84114

4. **CONTEST PERIOD:** The submission period will end at 11:59 pm Mountain Time on the date specified below. All dates are subject to change.

Submission Period	Review Period	Winner Announcement
November 1, 2017-- November 30, 2017	December 1, 2017— December 22, 2017	December 28, 2017

5. **HOW TO ENTER:** To enter the Contest, visit the Contest website located at <https://film.utah.gov/photocontest-18> (“Contest Site”) during the Submission Period and follow the instructions. The Photo Contest and supporting statements must meet the “Photo Requirements,” described below.

SUBMIT UP TO THREE (3) ENTRY PER ENTRANT PER COMPETITION. Subsequent entries will be disqualified. A Competition winner is not eligible to win more than once. To be considered for the Contest, entries must be: (i) complete (as determined by the Utah Film Commission); and (ii) received within the submission periods specified above. Any submission not meeting the aforementioned criteria will be disqualified. The UFC accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. All entries will be deemed made by the Entrant submitted at the time of entry.

At times during the Contest, a UFC representative may contact an Entrant for customer service purposes. By entering, all participants agree to receive phone calls and emails from the UFC.

6. PHOTO REQUIREMENTS: The Photos and the Photo description must meet the following (Photo Requirements”):

- Submit unique Utah locations, landscapes or structures (interior or exterior)
- Submit only JPEG images, 6 x 6 inches (square format), 300 dpi
- No HDR or heavy, stylized editing
- Black and white photos are allowed

During the Contest Period, the Sponsor will be evaluating the Photos and Photo descriptions to ensure that they meet the Photo Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who does not meet the Photo Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

7. VOTING: The UFC voting process for each photo will occur on the dates specified above. Subject to these Rules, decisions are final and binding. If a potential winner is unable for whatever reason to accept his or her prize, then the UFC reserves the right to award the prize to another entrant.

8. NOTIFICATION OF WINNERS: The winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a winner is disqualified for any reason, the Photo(s) that received the next highest total number of votes will be chosen as the winner. The winner(s) will be selected and notified by telephone and/or email, at Sponsor’s discretion. If a winner does not respond to the notification attempt within forty-eight (48) hours from the first notification attempt, then such winner may be disqualified and an alternate winner will be selected from among all eligible entries received based on the voting Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the winner or winner’s parent or guardian engages in a live conversation with Sponsor or when a message is left on the winner’s voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, winners must return all such required documents via email (or as otherwise instructed) within forty-eight (48) hours following attempted notification or such winner will be deemed to have forfeited the prize and another winner may be selected based on the voting Criteria described herein. In the event the winner is a minor, his or her parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of voters and the UFC Staff are final and

binding. The eventual winner, agree to keep the Photo strictly confidential between submission and the Photo(s) final launch on the UFC Sundance Venue and Website.

8. PRIZES: The winner(s) may have their photo(s) printed and displayed at the UFC Venue Exhibit, The Story is Utah for the 2018 Sundance Film Festival. The Grand prize winner will receive a Creative Cloud subscription from Adobe and a solo photo exhibit at the UFC 2018 Sundance Film Festival Venue. The winner(s) will also have his or her submission shown on the UFC website.

The time of the prize distribution will be provided to winners but will not be earlier than four (4) weeks from Sponsor's receipt of prize acceptance documents from winners. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

9. TAXES: awards of prizes to potential winners are subject to the express requirement that they submit to the UFC all documentation requested by the UFC to permit it to comply with all applicable state, federal and local tax reporting all prizes will be net of any taxes the UFC is required by law to withhold. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the winners. In order to receive a prize, potential winners must submit tax documentation requested by the UFC or otherwise required by applicable law, to the UFC or a representative for UFC or the relevant tax authority, all as determined by applicable law. The potential winner and finalists, and if the winner/finalist is a minor, their parents or legal guardians, are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and UFC may, in its sole discretion, select an alternate potential winner.

10. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. UFC reserves the right to disqualify any Entrant from the Contest if, in the UFC's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the

Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants or the UFC.

11. **INTELLECTUAL PROPERTY RIGHTS:** As between the UFC and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Photos (excluding the UFC's rights in the UFC logo/trademark). As a condition of entry, Entrant grants the UFC a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Photos for any purpose, including display on the UFC website, without any attribution or compensation to Entrant. Entries will not be returned. The UFC retains all rights in the UFC products and services and entry into this Contest will in no case serve to transfer any UFC intellectual property rights to the Entrant.

13. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by the UFC and its affiliates for the purposes of conducting and administering the Contest.

13. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by the UFC at the UFC's expense and agree and consent to use of their name and/or likeness by the UFC. The UFC will contact Entrants in advance of any UFC - sponsored media requests for interviews.

The Photos may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Photos. The UFC reserves the right to publish the name and likeness of the Entrants, the Finalists and the Winner on the Contest Site or through other media for publicity purposes.

14. **WARRANTY AND INDEMNITY:** Entrants warrant that their Photos are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Photos and that they have the right to submit the Photos in the Contest and grant all required licenses. Each Entrant agrees not to submit any Photos that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including

reasonable attorney fees) arising out of or accruing from: (i) any Photos or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

15. **ELIMINATION:** Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

16. **INTERNET AND DISCLAIMER:** The UFC is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Photos or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. The UFC is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

17. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the UFC reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. The UFC further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to

deliberately damage any website, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the UFC reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Photo(s) into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with the UFC, the Contest Entities, the UFC industry partner. Entrants acknowledge that they submitted their Photo(s) voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and the UFC or the Contest Entities and that no such relationship is established by Entrant's submission of a Photo(s) under these Rules.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Utah, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

20. WINNER'S LIST: The name of the winner for each competition will be posted on the UFC website within a reasonable time after the date of the Winner Announcement specified above.