

## **Day of Caring “Before and After” Photo Contest**

United Way of Greater Rochester  
Facebook Day of Caring 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.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AGE 18 OR OLDER AT TIME OF ENTRY.**

**VOID WHERE PROHIBITED.**

### **1. Overview and Description of Contest**

The United Way of Greater Rochester (the “Sponsor”) will conduct the Day of Caring Photo Contest (the “Contest”) and invites the public (the “Entrants”) to submit two photos (the “Photo”), produced by such entrant, that encourages people to take part in United Way’s “Day of Caring” event. Two (2) winners will be randomly selected from the eligible Entrants based on the criteria below.

### **2. Sponsor**

The Contest is sponsored by United Way of Greater Rochester. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

### **3. Binding Agreement**

Entrants in the Contest agree to these Official Rules (the “Rules”). **THEREFORE, ALL ENTRANTS SHOULD READ THESE RULES CAREFULLY BEFORE ENTERING THE CONTEST TO MAKE SURE THE ENTRANT UNDERSTANDS AND AGREES TO THEM.** If an Entrant submits a Photo to enter the Contest, all of the participants in the Photo will be deemed to have consented and agreed to the Rules. Entrants may not submit Photos to the Contest and are not eligible to receive a Prize (as defined in Section 9 of the Rules) unless they agree to the Rules. The Rules are a binding legal agreement between each Entrant and the Sponsor with respect to the Contest.

### **4. Eligibility**

The Contest is open to any person or persons registered for United Way’s Day of Caring event. Any legal resident who has registered for United Way’s Day of Caring that is 18 years of age or older at the time of submission may enter to win, unless prohibited by law. The Contest is subject to all applicable federal, state, provincial and local laws and regulations and is void where prohibited.

### **5. Photo Submission Period**

The “Photo Submission Period” begins at 08:00 a.m. on May 11, 2017 and ends at 5:00 p.m. on May 12, 2017 (the “Contest Period”). All Photos must be received during the Photo Submission Period. Photos received after the Photo Submission Period will be automatically disqualified. As Photos are received by the Sponsor, they will be examined by the Sponsor to determine if they are consistent with the Photo Requirements, with such determination to be made in the Sponsor’s sole discretion.

### **6. Submission of Entries**

To enter the Contest, Entrants must:

- a. Submit two Photos meeting the criteria in Section 7 of the Rules. Entries that are judged as improper, insensitive, or otherwise inappropriate to the Contest, in the sole discretion of the Sponsor, will be disqualified.
- b. Post their photo to their own not-for-profit Facebook page
- c. Follow United Way of Greater Rochester on Facebook
- d. Tag United Way of Greater Rochester in their picture submission
- e. Agree to the Rules.
- f. Enter only two Photo submissions per location, one “before” picture and one “after” picture. Submissions cannot be withdrawn, revised or altered once submitted.

## **7. Photo Requirements**

The Photo MUST:

- a. Tag United Way of Greater Rochester in their post
- b. be submitted based on the requirements of Facebook photo posts
- c. be owned (including the copyright to the Photo) and originally created by the Entrant;
- d. not previously have been published or won any award;
- e. not name or refer to any brand or trademark other than the United Way of Greater Rochester or Day of Caring, which marks Entrant has a limited license to use solely to incorporate into his/her Photo for this Contest and for no other purpose whatsoever;
- f. not contain any material that the Sponsor determines, in its sole discretion, is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda, or contains any criminal or civil liability;
- g. not contain text or other content that the Sponsor determines, in its sole discretion, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs, nationality, disability, sexual orientation or age.
- h. 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 which, if used by the Sponsor, would require a license or permission from or payment to any third party;
- i. not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photos are created;
- j. if the Photos identifies any person, the Entrant must have, prior to submission, obtained such person’s consent to the use by the Sponsor of the Photo, including such person’s name, image and/or other identifying information, as applicable, as permitted hereunder; and
- k. not contain any material that the Sponsor, in its sole discretion, deems inappropriate for public dissemination.

## **8. Selection**

The Sponsor will examine each Photo before it is entered into the contest to determine if its content is consistent with the Photo Requirements. Each Photo will be judged on a “Pass” or “Fail” basis. The Photos that pass will be entered into the contest. A Photo that fails the Sponsor’s review will NOT be entered into the contest. All decisions of the Sponsor are final, binding, and non-appealable.

All “Pass” Photos will then be entered into the pool for random selection. Of those Photos, the Sponsor will randomly select three (3) Entrants (each, a “Winner”) The potential Winners will be announced on or about May 15.

Odds of winning will depend on the total number of eligible Photos received and the Photos’ compliance with the above-noted Photo Requirements. Posting a Photo on the Sponsor’s Facebook pages does not constitute a determination by the Sponsor that the Entrant who submitted the Submission is eligible to participate in the Contest or that the Photo otherwise complies fully with the Rules. In the event of any dispute, the decision of the Sponsor shall be final.

## **9. Prizes**

**Each Winner will receive a “Prize”. The first Eligible Recipient (as designated below) that is randomly selected will be granted \$300. The second Eligible Recipient that is randomly selected will be granted \$200.**

“Eligible Recipients” are those not-for-profit organizations that have registered and been accepted by the Sponsor for participation in the Sponsor’s Day of Caring event.

THE RETAIL VALUE OF ALL PRIZES IN THE CONTEST IS \$500.

Prizes are non-transferable, non-refundable, non-negotiable for cash, may not be sold or transferred and cannot be used in conjunction with any other offer or promotion. No substitution of the prizes or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value.

The prizes will be awarded only to Entrants registered for United Way’s Day of Caring event.

All federal, state and local taxes on prize value, if applicable, are the sole responsibility of the Winners. An IRS form 1099 will be issued if required by law. As a condition of accepting the prize, the Winners agree to furnish to the Sponsor any requested information needed for tax reporting.

## **10. WINNER NOTIFICATION AND VERIFICATION:**

The potential Winners will be notified by social media using the username and/or contact information provided when entering the Contest. The potential Winners are subject to verification for eligibility under Section 4 of the Rules. The potential Winners will be required to complete and return to the Sponsor, un-amended, a Release and Eligibility Agreement (the “Release”), confirming, among other things, compliance with these Rules, acceptance of the Prize as awarded without substitution and releasing the Sponsor as described below.

If a potential Winner cannot be reached, does not respond within forty-eight (48) hours of an initial notification attempt, declines the prize, or fails to pass the verification process, including completing and returning the Release within five (5) 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 a runner-up Entrant to be randomly selected by the Sponsor, subject to the same notification and verification requirements.

## **11. Representations, Warranties, and Covenants of Entrants**

As conditions of entry into the Contest and by entering the two Photos, the Entrants warrant and represent that:

THEY OWN ALL RIGHTS TO THE ENTERED PHOTOS, INCLUDING, WITHOUT LIMITATION, THE PHOTO OR DIGITAL RECORDING, AND THE PERFORMANCES CONTAINED IN THE PHOTO; THEY ARE THE INDIVIDUAL(S) PICTURED IN THE PHOTO, OR, ALTERNATIVELY, THAT THEY HAVE OBTAINED PERMISSION FROM EACH PERSON WHO APPEARS IN THE PHOTO, OR IN THE CASES OF MINORS, THE PERMISSION OF THE MINORS' PARENTS OR LEGAL GUARDIANS, TO GRANT THE RIGHTS TO THE UNITED WAY OF GREATER ROCHESTER DESCRIBED IN THE RULES; AND

THE PHOTO: (a) WAS ORIGINALLY CREATED BY THE ENTRANTS; (b) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, CONTRACT, PRIVACY, MORAL, PUBLICITY, OR OTHER RIGHT OF ANY OTHER PERSON, (c) DOES NOT VIOLATE ANY LAW, REGULATION OR TERMS OF USE OF FACEBOOK; (d) HAS NOT BEEN ENTERED IN ANY OTHER CONTEST; AND (e) HAS NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM.

In addition, each Entrant:

- a. Hereby unconditionally and irrevocably grants to the Sponsor, an irrevocable, world-wide, fully paid-up, non-exclusive, sub-licensable license in the submitted Photos and its components. Without limiting its rights, the Sponsor may reproduce, encode, store, copy, transmit, publish, distribute, post, broadcast, display, publicly perform, adapt, create derivative works of (as such term is defined under U.S. Copyright Law, 17 U.S.C. §101 et seq.), exhibit, and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Photo and the name, address, image, voice, likeness, statements, biographical material of all Entrants related to the Photo, including, but not limited to, the Photo or digital recording and performances contained in any of the above items (in each case, as submitted or as edited/modified in any way by the Sponsor, in the Sponsor's sole discretion), as well as any additional photographic images, Photo images, portraits, interviews or other materials relating to each Entrant(s) or the Video and arising out of his/her participation in this Contest (with or without using the Entrant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation, notice to or approval from the Entrant or any other person. The foregoing rights are, collectively, the "License".
- b. Forever waives all right of privacy, right of publicity, intellectual property rights, and all other legal or moral rights that may preclude or limit the Sponsor's use of the Photo or Additional Materials in accordance with the License, or would require the Entrant's permission for the Sponsor to use them for any purpose, and agrees never to sue or assert any claim against the Sponsor, its affiliates, legal representatives, assigns, agents, licensees, or anyone else's use of the Video and/or the Additional Materials pursuant to the License.
- c. Hereby releases and shall indemnify and hold the Sponsor, its affiliates and each of their respective legal representatives, assigns, agents, licensees, officers, directors, agents, co-branders, and other partners, and any of their employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, expenses (including reasonable attorneys' fees, whether incurred as the result of a third party claim or a claim to enforce the Rules), costs, and liabilities (including settlements) brought or asserted by any third party against any Indemnitee(s) due to or arising directly or indirectly out of: (i) the Photo or Additional Materials; (ii) Entrant's conduct during and in connection with the Contest, including, but not limited to, infringement or misappropriation of any intellectual property rights or

violation of any right of publicity or privacy, defamation, or other improper conduct; (iii) any claim(s) that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of any Indemnitee infringes on the rights of Entrant's work as contained in any Photo or any other right of Entrant.

## **12. General Conditions**

All Entrants must have a valid e-mail address, phone number, and mailing address.

By participating, Entrants agree to the Rules and the interpretation of the Rules by the Sponsor, whose interpretation is final, binding, and non-appealable in all respects. Entrants agree to waive any right to claim ambiguity in the Contest or these Rules, except where prohibited by law.

Sponsor's computer is the official time-keeping device for the Contest.

Unclaimed prizes will not be awarded.

No Photos or other materials will be returned. No correspondence will be entered into except with the Winners.

The Sponsor may, in its sole discretion, remove, delete and/or disqualify any Photo deemed to be inappropriate or otherwise noncompliant. Entrants may also be disqualified if Sponsor learns that the Entrant disparages the Sponsor during or after the Contest Period. Entrants should be aware that Sponsor retains the right to take legal action against Entrants who commit libel or slander against Sponsor during or after the Contest.

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, software bug, tampering, unauthorized intervention, fraud, technical failure, unsatisfactory submissions, or any other cause which corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest in the Sponsor's sole judgment, the Sponsor reserves the right, in its sole discretion, to cancel, modify, or terminate the Contest.

The Sponsor reserves the right, at its sole discretion, to disqualify any Entrant or other individual who the Sponsor determines: (a) tampered or attempted to tamper with the entry process or the operation of the Contest; (b) violated any Rule; or (c) acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of the Photo and/or the Entrant.

**CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Contest is governed by the laws of the State of New York.

Any dispute which cannot be amicably resolved regarding the Contest, including any Photo, shall be resolved in the federal or state courts located in Monroe County, New York, and Entrant and anyone claiming through Entrant hereby consents to the exclusive personal jurisdiction of such courts in such event.

Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Contest for any reason at any time. Any changes to these Rules will be posted on the Sponsor's Facebook page.

Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

### **13. Privacy**

Entrant agrees that personally identifying information ("PII"), including, but not limited to, name, mailing address, phone number, and email address, may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Contest as the Sponsor deems proper. Further, PII may also be used by the Sponsor to verify an Entrant's identity, communication address, and telephone number. Any information an Entrant provides by entering the Contest, including PII, is provided to the Sponsor and not to Facebook.

### **14. WINNERS LIST/OFFICIAL RULES**

For a list of Winners or a copy of these Rules, please send a self-addressed stamped envelope to: "Day of Caring" Photo Contest, Winners List/Official Rules, United Way of Greater Rochester, 75 College Ave, Rochester, NY 14607, to be received no later than May 1, 2017. Winners Lists will be sent once all Winners have been verified and the Prizes have been awarded.