



The Photo Contest (“Contest”) is sponsored by the Josephine County Fairgrounds (“Sponsor”). The Contest is governed by these official rules (“Official Rules”). By participating in the Contest, each Entrant agrees to abide by these Official Rules, including all eligibility requirements and understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The Contest is subject to all federal, state and local laws and regulations. The information you provide will only be used for the purposes of administering the Promotion, to notify winners and to distribute any prizes. Information contained in these Official Rules is for reference only and is subject to change. The Sponsor reserves the right to revise, amend or repeal these Official Rules at any time.

**ELIGIBILITY:**

The Contest is open to both residents and non-residents of Josephine County of all ages. The Contest is open to individuals or families, friends and colleagues who wish to work together, but the Entrant must be the same person who took the photo.

**CONTEST PERIOD:**

The FAIR Contest period ends at 11:59 pm, September 20, 2020.

**WHAT TO ENTER:**

Discover our County! Following the scavenger hunt list, we want to see Josephine County through your eyes. You may take a picture with or without you or your team members in it. All photo’s must be taken within Josephine County.

Entries may be in color or black & white. Photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (e.g. remove of dust, cropping, reasonable adjustments to exposure, color and contrast, etc) will be disqualified.

Please do not include the following:

- Photos that violate or infringe upon another person’s rights, including but not limited to privacy, publicity, intellectual property or copyright.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content. The photo must not contain material that is inappropriate, indecent, obscene, hateful, defamatory, slanderous, or libelous.
- Images that involve the willful harassment of wildlife, or damage to the environment by the photographer.
- Images that involve putting any individual or animal in danger.
- The photo must not include brand names or trademarks.

- The photo must not contain material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- The photo must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in the state of Oregon.
- All photos submitted become property of the Josephine County Fairgrounds and maybe used for marketing and advertising purposes.

***Photos are subject to review and determination of photo eligibility is the sole discretion of Josephine County Fairgrounds and it's agents.***

By submitting, Entrants must agree to the following

- I certify that the photos I submitted are unique and original, taken by me, and do not infringe upon any copyright or patent
- I have received permission from all person(s) in the photograph(s) for use of their image as part of my entry into the Josephine County Fairgrounds Fair Photo Contest.
- I grant to Sponsor an irrevocable, royalty-free non exclusive worldwide license to reproduce, to distribute, and/or to display reproductions of the Photo in any manner whatsoever relating to any Sponsor publication or event (see "Your Rights" below).
- I understand that my submittal may be used in its entirety or in part and may be revised, modified, or combined with other images for use by the sponsor and its designees.
- I understand that any digital images submitted may be reviewed by the public and may be displayed in County facilities.
- I understand that Sponsor may indefinitely retain a digital copy of your photograph that will be archived in the Sponsor's photo library.
- I certify that I have read and understand the Official Rules of the Contest.

#### **HOW TO ENTER:**

Submit your photos one (1) of two (2) ways.

1. Electronically in a .jpg by sending an email to [fairgrounds@josephinecounty.gov](mailto:fairgrounds@josephinecounty.gov) with the subject "2020 Fair" and the team or family name. Image files names must correspond and include the number of the clue from the list.
2. Printed photos may be dropped off or mailed to the Josephine County Fairgrounds. Drop off address is 1451 Fairgrounds Road – mailing address is PO BOX 672, Grants Pass Oregon 97528. Images must be named by team/family name, contact number and corresponding clue number on the back of the photo.

***If you opt to include people in your photo and they are recognizable (e.g. face toward camera), you are responsible for obtaining the necessary releases from the individuals depicted. A copy of any/all photo releases must be provided to the Josephine County Fairgrounds staff upon request.***

Only entries received during the Entry Period will be considered for that timeframe. If you choose to enter using your mobile phone, standard data fees may apply. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a

prize unless you comply with all requirements in these Official Rules. Entrants may be asked to supplement their submission (such as with a paragraph about their photo or the highest resolution version of their photo) anytime on or after they are notified by the Sponsor about their award.

**ADDITIONAL ENTRY CONDITIONS:** Sponsor has no obligation to advise an Entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, blurred, or misdirected entries, which will be disqualified. No mailed, telephoned, faxed, or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged nor will proof of submission of an entry form be deemed proof of receipt. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed the Entrant. The “authorized account” holder is the natural person assigned to the email address. Potential winners may be required to show proof of being the authorized account holder.

**WINNER SELECTION:**

The Entrants (individual or teams) with the most tasks completed will be entered to win the Grand Prize Package (“the Prize”). To be eligible, the Entrant must meet all Contest criteria. Winners will be notified by the Sponsor through email or phone. Winners receiving notification will be required to respond to the message within 48 hours to claim the Prize. If the Prize is not claimed or response is not received, the Prize is forfeited, and another winner will be chosen. The Prize may not be awarded if an insufficient number of eligible entries are received at the sole discretion of the Sponsor.

**PRIZES:**

The Grand Prize is a gift card to Grange Co-op for the dollar amount of \$250, two hundred and fifty US dollars to be used in accordance to the policies and procedures of Grange Co-Op. Secondary level prizes will be issued throughout the contest period. Entrants may be eligible to win more than one (1) prize.

All Federal and State taxes associated with the receipt or use of any prize are solely the responsibility of the winner.

**PUBLICITY:**

By participating, each Entrant grants Sponsor permission to use his/her submitted photograph, name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law. Requests for copies of these Official Rules or a winner’s list may be sent to [fairgrounds@josephinecounty.gov](mailto:fairgrounds@josephinecounty.gov)

**YOUR RIGHTS:**

You will retain all rights to any photograph you submit – including ownership if applicable. If you submit a photograph to enter the Photo Contest, you grant Josephine County Fairgrounds a royalty-free, nonexclusive right, in perpetuity, to:

- Display the submitted photograph on the Josephine County Fairgrounds website and social media pages, as well as other locations related to the Photo Contest (e.g. flyer announcing winners, printed materials for future contests)
- Allow third-parties to share the photograph on social media platforms
- Use the submitted photograph on social media platforms in support of our mission.
- Use the submitted photograph in the Josephine County internal and external communications materials including but not limited to web sites and web publications, fact sheets, displays, fundraising publications, advertising, reports and presentations.

- Retain a digital copy of your submitted photograph that will be archived in the Fairgrounds Department photo library.
- The Josephine County Fairgrounds will endeavor to credit all photographs with the photographer's name.

**ADDITIONAL LIMITATIONS:**

Prize is non-transferable. No substitution or cash equivalent of prizes is permitted; however, the Sponsor reserves the right to substitute any prize with another of equal or greater value. Sponsor and its respective agents are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, with limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor is not responsible for incorrect or inaccurate transcription of entry information or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

**IDEMNIFICAION AND LIMITATION OF LIABILITY:**

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR, FAIR BOARD, IT'S AGENTS, Josephine County, social media platforms and all their respective officers, directors, employees, representatives and agents from liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from the the entrant's participation in the contest and the acceptance, use or misuse of any prize that may be won. Sponsor and the mentioned above, do not make any warranties, expressed or implied, as to the condition, fitness or merchantability of the prize.

By entering the contest, you also agree to release and hold harmless Josephine County, it's officers, agents, employees and volunteers from and against any claim or cause of action arising out of participation in the photo contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the photo contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the photo contest; or (f) injury or damage to persons or property. You waive the right to claim any attorney's fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

**DISPUTES:**

You agree that any and all disputes, claims and causes of action arising out of or connected with, the Photo Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Oregon. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligation of Sponsor in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of Oregon, without giving effect to any choice of law or conflict of law rules (whether of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Oregon.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.