



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## 2023 Greenview Photo Contest – Terms of Use

I hereby irrevocably assign to the Municipal District of Greenview (“Greenview”) a non-exclusive, royalty free, perpetual, transferable, world-wide license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, promote and display the photographs or other materials I am submitting to Greenview (the “Artwork”). I also irrevocably waive all moral rights to the Artwork.

### I confirm to Greenview that:

- I am at least 18 years of age, or I have legal parental or guardian consent as confirmed at the bottom of this agreement, and fully understand and agree to these terms and conditions;
- I am the exclusive owner of all right, title and interest in the Artwork, including all intellectual property rights of any kind, and have obtained appropriate releases from any and all identifiable individuals appearing in the Artwork and from any individuals who have provided any content for the Artwork; ;
- The Artwork does not infringe the rights of any person or entity and is not defamatory or an invasion of privacy, and there are no claims, pending or threatened with respect to my interest or rights in the Artwork;
- Photos must have been taken within the MD of Greenview;  
Photos must be the original, landscape (wide), high-resolution, JPG files and be at least 300 dpi (3600 x 2700) and must not be heavily retouched or altered;
- Entries that do not meet technical requirements will be automatically rejected. NOTE: if you’re using a mobile device, ensure your camera is set to the highest resolution possible;
- By entering the Photo Contest, you represent and warrant that the photo will not violate the rights of any third parties or any applicable laws;
- All Photos submitted become the property of Greenview and/or its affiliates and by entering this contest, entrant hereby assigns all right, title and interest, including, without limitation, copyright of the Photo and its underlying elements to Greenview to use and edit; and
- The photo does not violate any law, statute, ordinance or regulation.

### I will retain ownership of the Artwork, but I agree that:

- I will allow my name to appear as contributor of the Artwork, and where applicable, for the disclosure and use of such information in connection with the promotional activities of Greenview;
- Greenview has the sole and absolute discretion to select, reject or remove the Artwork for its use, and has no obligation to copy, publish, display, edit or otherwise use the Artwork;
- Greenview does not guarantee any confidentiality with respect to the Artwork, and is not obligated to prevent nor does it have any liability for unauthorized copying, publishing, displaying or any other use of the Artwork; and
- Greenview shall not have any obligation to return the Artwork.

In consideration of my participation in the contest, I hereby release and hold harmless Greenview, their agents, employees, official representatives and contractors from any and all responsibility or liability for damages of any kind suffered in any manner whatsoever, including as a result of any breach of the representations and warranties set out above.

BY SELECTING “YES” BELOW, I, THE ASSIGNOR, AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND I ACKNOWLEDGE THAT FAILURE TO READ THE TERMS AND CONDITIONS WILL STILL RESULT IN A BINDING AGREEMENT.

Full Name:					
If under 18 – full name of parent or guardian:					
Email Address:			Phone:		
Mailing Address:			Town/City:	Postal Code	
Do you agree to the photo submission terms of use?					
Signature of Artist/Parent or Guardian:			Date:		
Where was photo taken?					