

American Road Magazine
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2019 American Road “Picture Perfect” Photo Contest Rules

SPONSOR

Sponsor is American Road magazine, P.O. Box 46519, Mt. Clemens, MI 48046 USA ("Sponsor" or "ARM").

TERM

The 2019 American Road “Picture Perfect” Photography Contest (the “Contest”) begins at 12:01 a.m. US Eastern Time on July 1, 2019, and **ends at 11:59:00 p.m. US Eastern Time (“ET”) on September 30, 2019**. Information about prizes and how to enter the contest form part of the contest rules (“Contest Rules”). By submitting an entry, each individual agrees to the Contest Rules and warrants that his or her entry complies with all requirements established in the Contest Rules. This is a skill-based contest. Chance plays no part in the determination of winners.

WHO MAY ENTER

The Contest is open to those who have reached the age of majority in their jurisdiction of residence at time of entry, and who do NOT reside in Crimea, Cuba, Iran, North Korea, Sudan or Syria. . Employees of American Road magazine, and its subsidiaries and affiliates, and their immediate family members—spouse, parent, child, sibling and their respective spouses, regardless of where they live—or persons living in the same households of such employees, whether or not related, are not eligible. **CONTEST IS VOID IN CRIMEA, CUBA, IRAN, NORTH KOREA, SUDAN, OR SYRIA AND WHERE OTHERWISE PROHIBITED.**

HOW TO ENTER

Each entry consists of an entry form, and a single image. To enter, visit americanroadmagazine.com/photocontest, and complete an entry form with the required information—including your name, address, telephone number, email address, and photo caption (90-100 word description including who, what, where, when, how, etc.), and submit the form along with your photograph in accordance with the following instructions:

Limit: There is no limit on the number of entries per person. Each entry must comply with the following requirements (the "Photograph Requirements"):



American Road's "Picture Perfect" photography contest celebrates "Art" in every form. Art inspires and influences people in many ways. Submit a photograph of your favorite subject that inspires you to travel and celebrate life. Whether its a photo of a beautiful sunset, a quirky roadside attraction, or a neon sign—let your imagination soar.

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must be less than ten (10) megabytes in file size, must be in JPEG or JPG format, and must be at least 2550 pixels x 3319 pixels.

Photographs must have been taken within two (2) years before the date of entry.

Only minor cropping, burning, dodging and/or color correction is acceptable. High dynamic range images (HDR), and stitched panoramas are NOT acceptable. Any changes to the original Photograph not itemized here are unacceptable and will render the Photograph ineligible for a prize.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud.

Entrants must be prepared to provide a release form as described below in "Release." When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, the entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant; that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity, or intellectual property rights of any person or entity; and that no other party has any right, title, claim, or interest in the photograph.

The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

The entries will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by September 30, 2019 at 11:59:00 p.m. ET. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.



RELEASES

If the photograph contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Contest Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within ten (10) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Requests will be sent via email. For the purposes of these Contest Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, on the day that the email was sent by Sponsor.

CONTEST PRIZES

A Grand Prize winner will receive a prize package including US \$500, and his/her winning photograph will be published in *American Road* magazine. A runner up may also be selected, in which case the individual will receive a gift including a subscription to American Road and his/her winning photograph will be published in American Road



magazine. Judges reserve the right to award up to four ‘honorable mention’ prizes, in which case each honorable mention will have his/her photograph published in American Road magazine. Prizes are non-transferable and no alternatives are available.

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize of equal monetary value and/or specification, unless to do so would be prohibited by law.

JUDGING

A panel of American Road staff will select a finalist from all eligible entries based on the following criteria (“Judging Criteria”): Creativity (50%) and photographic quality (50%)—in accordance with the contest theme. In the event of a tie, the tied entries will be re-submitted to the Judges for a re-judging between the tied entries alone. In the event that a tie remains after re-judging, the entry with the highest score in the creativity criteria will be declared the winner. Winner(s) will be chosen on or around November 15, 2019, and will be notified by email. Decisions of the judges are final and binding.

LICENSE

By entering the Contest, all entrants warrant that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties to reproduce, distribute, display and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication in *American Road* magazine or online, highlighting entries or winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant’s “moral rights” in their entries. Display or publication of any entry on an Authorized Party’s website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all entrants agree to release, discharge, and hold harmless American Road magazine and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-



related activities, and the acceptance and use, misuse, or possession of any prize awarded hereunder.

American Road assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission of entries or entry forms, or of: communications line failure; theft or destruction of, or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. American Road magazine is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of any email entry to be received on account of technical problems; traffic congestion on the Internet or at any website; human errors of any kind; or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to, or resulting from participation, uploading or downloading of any materials related to this Contest.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of Michigan and the forum for any dispute shall be in Michigan, United States of America. To the extent permitted by law, the right to litigate, to seek injunctive relief, or to 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 any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries are void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, or obtained through fraud or theft.

By entering, entrants also agree (a) to be bound by these Contest Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins the Sponsor may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state, provincial, territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize is/are ineligible, cannot be traced, or does/do not respond within ten (10) days to a winner notification, or refuse(s) the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Contest Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.



RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not able to run as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of American Road magazine that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, American Road magazine reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights to the submitted photographs.

WINNERS LIST

Entrants are responsible for complying with these Contest Rules. The winner(s) names will be published in the Winter 2019 issue of American Road magazine.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes of, and within the context of the Contest and any other purposes outlined in these Contest Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number, or to otherwise verify the participant's eligibility to participate in the Contest. Entrants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to American Road magazine at P.O. Box 46519, Mt. Clemens, MI 48046. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by American Road to mail skill contests or sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: American Road, PO Box 46419, Mt. Clemens, MI 48046. This notification system may be used to prohibit mailing of all skill contests or sweepstakes by American Road to such individual.

