

Official Rules

“My Park Moment” Photo Contest

The sponsor of the “My Park Moment” Photo Contest (the “Contest”) is the Presidio Trust, a Federal government agency (the “Sponsor”).

TERM

The Contest has a submission deadline of May 28th, 2021 at 11:59 pm PST (the “Deadline”). If extended, the final deadline (the “Final Entry Deadline”) will be May 31st, 2021 at 11:59PM (PST). All entries must be received by the Deadline, or if extended, the Final Entry Deadline.

WHO MAY ENTER

Contest is open to professional and amateur United States photographers. You must be a citizen or permanent resident of the United States. Entrants aged 18 years and older must enter the general community category. Entrants aged 12 years to less than 18 years must enter the youth category.

For youth entrants, you must be at least 12 years of age as of the date of entry and you must have your parent’s or legal guardian’s consent to participate in the Contest. If the Sponsor does not receive a valid signed parental or legal guardian consent form within seven (7) days of request, your entry will be disqualified.

COST OF ENTRY

There is no cost to enter the competition. You may submit between 1 and 5 photographs for entry in the Contest

NO PRIZES OR REWARDS

No prizes or awards will be offered or granted in connection with this Contest. Winners will have their photographs displayed in the “My Park Moment” photo show

HOW TO ENTER

To enter, visit PresidioTunnelTops.org/My-Park-Moment to submit. From there choose your category, follow the link and register on the submittable.com submission page. Once the registration process has been completed, you will receive an e-mail confirmation. Simply log onto the website and follow the online instructions to upload photographic images from your computer. Digital images should have a long dimension of at least 1,500 pixels. We can accept images that are up to 4 megabytes. Images may be color profiled in sRGB, Adobe-1998, or not color-managed.

No mail-in entry is available for this Contest. Each entry consists of an entry form and one or more photographic images. Each submitted photograph, in its entirety, must be a single work of original material taken by you.

By entering the Contest, you represent, acknowledge and warrant that each submitted photograph is an original work created solely by you, that you have not licensed any rights to the photograph that will conflict with the use rights granted herein, 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, that no other party has any right, title, claim or interest in the photograph, and that the photograph does not contain third-party trademarks (corporate logos, sports team names/logos, etc.) or the names, likenesses, or other characteristics identifying celebrities or other public figures, living or dead.

CONTENT OF PHOTOGRAPHS

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, provided that you must be prepared to provide a release form as described below in “Third Party Releases/Licenses.” 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.

If the photograph includes other people, you must be prepared to provide a signed written personal release from all persons who appear in the photograph submitted, authorizing use of the photograph as provided below in “Third Party Releases/Licenses.” If you are unable to provide a personal release, upon request by the Sponsor and in the form provided by the Sponsor, then your entry may be disqualified. You do not need to submit the release with your entry. If you win, we will contact you if a model release is needed.

The photographs will be judged in accordance with the Judging Criteria, as defined below. Each photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Photographs deemed inappropriate will be disqualified.

JUDGING

Contest consists of one (1) to three (3) rounds of evaluation. In each round, a selection committee (the “Selection Committee”) will review a portion of the group of photographs to proceed to the following round. One or more photographs from a single entry may be selected to proceed to the following round. Winners will be announced PresidioTunnelTops.org/My-Park-Moment as well as on social media channels.

Decisions of the Sponsor and Selection Committee are final and binding. The Sponsor reserves the right to cancel the contest in the event an insufficient number of eligible entries meeting the minimum judging criteria are received, as determined by the Sponsor in its sole discretion.

ENTRANT LICENSES/RELEASES

By participating, you grant the Presidio Trust, Photoville., the Golden Gate National Parks Conservancy, and their designees, licensees or affiliates (collectively, the “Authorized Parties”) the right to reproduce, distribute, display and post your name, images, written text, photographs, likeness, and/or voice you submit in connection with the Contest (the “Material”), and your name in connection therewith, without compensation or approval, in any digital or print media, for marketing and promotional purposes of this Contest and for promoting/marketing the opening of the Presidio Tunnel Tops, including without limitation, displaying the entries on the Presidio Trust, Photoville, and Golden Gate National Parks Conservancy websites, displaying the winners in the “Picture Yourself in Your Park” photo show, promotion of the Contest and the Tunnel Tops, and cropping and re-sizing the Material as necessary to fit formats.

By participating, you grant the Authorized Parties a non-exclusive license for use of the Material in connection with the forgoing from the date of your entry through one (1) year following the date of announcement of the winners; thereafter, the Material may be used by the Authorized Parties for archival purposes. Authorized Parties will not be required to pay any consideration or seek any additional approval in connection with such uses. Should any uses of the Material beyond those authorized herein arise, you will be separately contacted.

Notwithstanding anything to the contrary in the foregoing, if you “opt in” to unlimited usage rights when submitting your entry, in addition to the license granted above, you also grant the Authorized Parties the right to reproduce, distribute, display and post the Material, and your name in connection therewith, without compensation or approval, in any digital or print media, for any marketing or promotional purpose associated with or in connection with the Presidio Trust or the Presidio of San Francisco in perpetuity. Authorized Parties will not be required to pay any consideration or seek any additional approval in connection with such uses.

COPYRIGHT OVER EACH ENTRY REMAINS THE PROPERTY OF ITS RESPECTIVE ENTRANT.

THIRD PARTY RELEASES/LICENSES

If the Material contains any material or elements that are not owned by you and/or which are subject to the rights of third parties, and/or if any persons appear in the Material, you are responsible for obtaining, prior to submission of the Material, any and all releases and consents necessary to permit the “My Park Moment” photo show and use of the Material in the manner set forth in these Official Rules without additional compensation. If any person appearing in

any Material 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.

LIMITATION OF LIABILITY

By participating, you agree to release, discharge and hold harmless the Presidio Trust, the United States, United Photo Industries Inc, the Golden Gate National Parks Conservancy, and each of their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives (collectively, the "Sponsor's Parties") from any claims, losses, and damages arising out of your participation in this Contest or any Contest-related activities, or by reason of anything contained in the Material or works embodying the Material, including without limitation, any claims based on the right of privacy, the right of publicity, copyright, libel or slander, or the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Sponsor's Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The Sponsor's Parties are not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or 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 subject to applicable federal, state, and local laws and regulations. Certain restrictions may apply. Entries void if the Sponsor determines the Materials to not be an original, or if the Materials are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

Participants also agree (a) to be bound by these Official Rules; and (b) that the decisions of the Sponsor and Judges are final on all matters relating to the Contest.

RIGHT TO CANCEL OR SUSPEND CONTEST

The Sponsor 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 or the "My Park Moment" photo show for any reason whatsoever. Such cancellation, termination, modification or suspension will have no effect on the usage rights granted to the Authorized Parties herein.

