



DTLB UNFILTERED RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED BY LAW.

The Downtown Long Beach Alliance (“**DLBA**”) and the Arts Council for Long Beach (“**Arts Council**”) are partnering on a photography contest during the month of October for Arts Month. The photography contest is known as Downtown Long Beach Unfiltered (“**DTLB UNFILTERED**”). DTLB UNFILTERED provides an opportunity for novice and professional photographers to engage with the downtown area of the City of Long Beach. DTLB UNFILTERED contest participants will act as envoys providing their take on the people/places/events, architecture, environment, and the skyline of Downtown Long Beach. DTLB UNFILTERED is a signature public art program that will archive the cityscape of Long Beach through the lenses of our residents and visitors.

All DTLB UNFILTERED contest participants must acknowledge and abide by the following contest rules and regulations (“**Rules and Regulations**”):

1. **Who Can Enter:**

Any resident of the United States over 18 years old is eligible to participate in the DTLB UNFILTERED contest. Employees, officers, principles, directors or agents of DLBA, Arts Council, and their respective subsidiaries or affiliates, and members of their households or immediate families, are not eligible to participate.

2. **How to Enter:**

Each entrant must register and complete the online entry form at <http://DTLBunfiltered.com> (the “**Website**”). No written or mailed entries will be accepted. DLBA and Arts Council are not responsible for delayed or failed submissions due to Website or internet access issues.

3. **Contest Dates:**

The DTLB UNFILTERED contest will begin at 12:00AM on October 1, 2019 and end exactly at 11:59PM on October 31, 2019. Only those eligible entries that are properly submitted, completed and received after 12:00AM on October 1, 2019 and before on or before 11:59PM on October 31, 2019 will be judged and eligible for consideration in the DTLB UNFILTERED contest.

4. **Selection of Finalists:** Five finalists from each category will be chosen by selected judges. Each finalist will have their selected photograph printed and displayed for a gallery display starting December 14, 2019. Additional exhibitions may be added to the program at DLBA’s and/or the Arts Council’s discretion. No DTLB UNFILTERED contestant shall receive any compensation for the use, reuse, or reproduction of any photograph in connection with the submission, evaluation, judging, or display at any



exhibition of such photograph.

5. Finalist Notification: The finalists will be notified by DLBA via e-mail at the contact information provided at the time of entry. The finalists will be required to respond to the email notification to acknowledge receipt of the notification. All decisions by the DLBA about the finalists are final, binding and non-appealable. DLBA and Arts Council are not responsible for any incorrect or illegible address (or other application) information. It is the sole responsibility of the contestant to notify the DLBA by mail if the contestant changes his/her email address. To do so, send notification to: DLBA, 100 W. Broadway, Ste 120, Long Beach, CA 90802. In the event of a dispute regarding who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account.

6. Limits of Liability:

- a. Each DTLB UNFILTERED contestant acknowledges and agrees that DLBA, Arts Council, and their respective affiliates, successors, assigns, agents, employees, licensors, and business partners (collectively, “**Contest Sponsors**”), assume no liability for lost or misdirected entry forms regardless of the circumstances.
- b. Contest Sponsors maintain no control over the equipment or products used to capture photographs submitted by DTLB UNFILTERED contestants. Contest Sponsors shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (1) by wrongful, negligent, or unauthorized act or omission on the part of Contest Sponsors (2) by any defect in or failure of any equipment, instrumentality, or product, that is owned, operated by any DTLB UNFILTERED contestant (3) by any cause, condition, or event whatsoever beyond the control of Contest Sponsors.
- c. Contest Sponsors reserve the right to cancel the DTLB UNFILTERED contest at any time and for any reason, or for no reason. By entering the DTLB UNFILTERED contest, DTLB UNFILTERED contestants release and hold Contest Sponsors harmless from and against any and all damages and claims of any kind in connection with the DTLB UNFILTERED contest or resulting from entry into or participation in the DTLB UNFILTERED contest.
- d. All photographs entered in the DTLB UNFILTERED contest shall be the sole property of Contest Sponsors, and Contest Sponsors shall have the right to copy, reproduce, enlarge, reduce, crop, and create derivative work based on, or otherwise use in any way each and every photograph entered into the DTLB UNFILTERED contest. Each DTLB UNFILTERED contestant expressly waives and releases any right he or she may have to



compensation or other judicial or administrative relief arising from or relating to the copying, reproduction, enlarging, reducing, cropping, creation of derivative work, or other use of any photograph entered-into the DTLB UNFILTERED contest.

- e. Contest Sponsors assume no responsibility for any lost, stolen, delayed, damaged or misdirected DTLB UNFILTERED contest entries. Any attempt to deliberately damage the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- f. Without limiting the foregoing, all further and additional limitations of liability, rules and restrictions, relating to the DTLB UNFILTERED contest that appear on the Frequently Asked Questions page appearing at https://downtownlongbeach.org/wp-content/uploads/Unfiltered_FAQs-2019_FINAL.pdf are integrated fully into these Rules and Regulations as though they were fully set forth in full herein. If and to the extent there is any conflict between these Rules and Regulations an the Frequently Asked Questions, these Rules and Regulations shall control.
- g. Having submitted graph(s) for judging, the DTLB UNFILTERED contestant (1) accepts and agrees to abide by all conditions, rules and requirements listed in these Rules and Regulations; (2) represents, warrants and covenants that DTLB UNFILTERED contestant is not infringing on any proprietary right, copyright, patent right or any other right of any third party, and said DTLB UNFILTERED contestant shall indemnify and hold harmless Contest Sponsors from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that the submission, ownership, display, sale or the presentation of any photograph entered into the DTLB UNFILTERED contest violates any applicable law or regulation, or the rights of any third party. Accepted photographs may not be substituted, modified, or changed in any way by the DTLB UNFILTERED contestant once submitted for judging.
- h. Without limiting the foregoing, Contest Sponsors retain rights to use, copy, reduce, enlarge, crop, reproduce on a different medium, or otherwise modify or use an image that is derived from a photograph submitted in the DTLB UNFILTERED contest for promotional purposes. Without limiting the foregoing, a “promotional purpose” includes any use by, or authorized by, Contest Sponsors that promotes the activities of Contest Sponsors (including without limitation event promotion, promotional and marketing materials) and/or includes the display



anywhere in downtown Long Beach. Where reasonably feasible, a photo credit will be given.

- 7. Governing Law:** Except where otherwise prohibited, each DTLB UNFILTERED contestant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this 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 the State of California, County of Los Angeles. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules and Regulations, entrant's rights and obligations, or the rights and obligations of Contest Sponsors in connection with the contest, shall be governed by, and construed in accordance with, the laws of State of California, County of Los Angeles, without giving effect to any choice of law or conflict of law rules (whether of the State of California, County of Los Angeles or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California, County of Los Angeles.
- 8. Winner Publicity:** Contest Sponsors the right to publish the first and last name of the finalists on the website located at: <http://downtownlongbeach.org>, social media platforms, in connection with a photograph, and in any other manner as necessary or appropriate in connection with the administration of the DTLB UNFILTERED contest.
- 9. Official Rules:** For a copy of these Rules and Regulations, send a self-addressed stamped envelope to: DLBA, 100 W Broadway, Ste 120, Long Beach, CA 90802 with a written request postmarked by December 1, 2019.
- 10. General:** The DTLB UNFILTERED contest is subject to all applicable federal and state laws and regulations. By entering the DTLB UNFILTERED contest, participants agree to be bound by these Rule and Regulations and by the decisions of Contest Sponsors, which shall be final on all matters relating to this Contest. The DTLB UNFILTERED contest shall be void where and to the extent prohibited by law.