



DTLB UNFILTERED

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

The Downtown Long Beach Alliance and the Arts Council for Long Beach (collectively referred to as “DLBA” for purposes of simplicity in these Rules) are partnering on a photography contest during the month of October, 2023, from Oct. 1 through Oct. 22, 2023. 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, skyline and architecture, environment, small business, and food and drink 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.

1. The Contest:

DTLB Unfiltered is a contest for photographers, both novice and experienced/professional, to submit photographs pertaining to any one of six categories for the chance to receive an award. The six categories contestants may submit photographs for are: (1) People, Places & Events, (2) Skyline & Architecture, (3) Flora & Fauna, (4) Shop Small (new), (5) Food (new), and (6) Outside the Frame. One (1) winning photograph will be selected from each of the six categories to receive the Viewfinder Award. Other winners may be selected in the sole discretion of DLBA.

2. Who Can Enter:

Any legal resident of the U.S. over the age of 18 years old is eligible to participate in DTLB Unfiltered. Employees, officers, principals, directors or agents of DLBA, the Arts Council, and their respective subsidiaries or affiliates, and members of their households or immediate families, are not eligible to participate.

3. How to Enter:

Each contestant must register and complete the online entry form at <http://DTLBunfiltered.com> (the “Website”). No written or mailed entries will be accepted. The online entry form must be submitted between 12:00 a.m. Pacific Time on October 1, 2023 (“Contest Open Time”) and 11:59 p.m. Pacific Time on October 22, 2023 (“Contest Close Time”). Any entry forms that are illegible, incomplete or late will be disqualified. The photo(s) submitted / entered into the contest must meet the eligibility requirements set forth herein and meet the file and entry window requirements set forth in “**Exhibit A**” to be considered.



4. Contest Dates:

Eligible entries must be submitted according to the instructions above no later than October 22, 2023 to be considered in the contest.

The following timeline shall be used for the contest (these dates are approximate and subject to modification without notice):

- By Oct. 27, 2023: Three (3) photos in each of the six (6) categories to be notified based on contact information provided with submission.
- By Oct. 31, 2023: Last day to respond to DLBA email if notified as a finalist.

Nov. 2023: Viewfinder Award to be awarded for one (1) photo in each of the six (6) categories. Other winners may be announced in the sole discretion of DLBA.

5. Selection of Finalists: Three (3) finalists from each category will be chosen by selected judges. Each finalist will have their selected photo displayed at a prominent DLBA event. Photos will be digitally posted in the DLBA office during 2023/2024. From the finalists the judges will select a First Place, a Runner-up and an Honorable Mention. The First Place winner will be awarded \$200 in gift certificates from Downtown Long Beach establishments.

6. 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 e-mail notification to acknowledge receipt of DLBA's notification. If no response is received by DLBA from the recognized submitter within the timeframe stated in the notification email after initial contact, the finalist will forfeit their nomination. All decisions of the DLBA about the finalists are final, binding and non-appealable. DLBA is not responsible for any incorrect or illegible address information or the non-delivery of any photo resulting there from, or for any unsuccessful efforts to notify a winner. 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: 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 accountholder of the e-mail account.)

7. Terms and Conditions:

- No responsibility for lost entries.* DLBA assumes no liability for lost or misdirected entry forms regardless of the circumstances.
- No liability for acts or omissions of others or defective equipment.* DLBA maintains no control over the equipment, or products used to capture



your submitted photo. DLBA shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to by: (1) wrongful, negligent, or unauthorized act or omission on the part of contest partners; (2) any defect in or failure of any equipment, instrumentality, or product, that is owned, operated by contestant; (3) any cause, condition, or event whatsoever beyond the control of the contestant.

- c. *Discretion to cancel contest or seek redress for wrongdoing.* DLBA reserves the right, in their sole discretion, to cancel or suspend the contest should cause beyond the reasonable control of the DLBA corrupt the security or proper administration of the contest. 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, DLBA reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- d. *Criteria on which submitted photos will be judged.* Photo entries will be judged based on creativity, quality, originality, responsiveness to the prompt and overall impact.
- e. *Contestant agrees to indemnify and hold harmless DLBA.* By entering the contest, each contestant agrees to release and hold DLBA harmless from and against any and all damages and claims of any kind in connection with the contest or resulting from entrance in the contest. Such release and indemnification shall include, but not be limited to, claims for copyright infringement resulting from DLBA's use of any submitted photograph and/or any other artistic work provided to DLBA by in connection with the contest.
- f. *Eligibility requirements; representations and warranties of contestant.*
 - (i) To be eligible for the immediately following categories, a photograph must have been shot by the contestant between Oct. 1 and Oct. 22, 2023; meet the file requirements set forth in Exhibit A; and meet all other eligibility requirements set forth herein.
 1. People, Places & Events, Skyline & Architecture, Flora & Fauna, Shop Small, Food & Drink
 - (ii) To be eligible for the immediately following categories, a photograph must have been shot by the contestant between



Jan. 1 and Sept. 30, 2023; meet the file requirements set forth in Exhibit A; and meet all other eligibility requirements set forth herein.

1. Outside the Frame

- (iii) Digitally or otherwise enhanced or altered photos are *not eligible*, except as stated in this paragraph. Minor adjustments, including the removal of sensor dust or scratches on scans of negatives, dodging and burning, sharpening, contrast, toning, slight color adjustment and conversion to grayscale are acceptable for all categories. The addition and subtraction of objects or the use of image composites (e.g., stitched panoramas) is not permitted. If the judges determine that a photographer has altered his or her photo, they reserve the right to disqualify it. Cropped photos are eligible.
- (iv) Photos that violate or infringe upon another person's rights, including but not limited to copyright, are not eligible. Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by the DLBA in its sole discretion, are ineligible.
- (v) By submitting an entry into the DTLB Unfiltered contest, the contestant represents, warrants, and covenants that the entry is not an infringement of any proprietary right, copyright, patent right, or any other right of any third party, and the contestant agrees to indemnify DLBA and its respective agents, employees, affiliates, licensors, and business partners 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 the entry violates any applicable law or regulation, or the rights of any such third party.

- g. *No substitution of entries.* Accepted entries may not be substituted, modified, or altered in any way by the contestant once the entry is submitted for judging.



- h. *Contestant grants license to DLBA to use any submitted photo.* Each contestant retains its rights in its submitted photograph; however, by entering the contest, the contestant grants the DLBA (and those authorized by it) a royalty-free, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any purpose, including but not limited to advertising and promotion in any publication. Any photograph reproduced will include a photographer credit as feasible. DLBA will not be required to pay any additional consideration or seek any additional approval in connection with such uses.
- i. *Releases required at DLBA's request.* At the absolute discretion of DLBA, contestants shall be required to provide releases upon request for their photo entry to be considered. Releases may be required for any reason at the discretion of DLBA, including but not limited to the following circumstances:
- (i) *Photos containing another person:* For a photo in which a person is recognizable, contestants must be prepared to provide a model release from the subject or, in the case of a minor, the subject's parent or guardian, to the DLBA upon request. <https://public-media.si-cdn.com/filer/ae/05/ae0590f8-76ab-4841-8d5f-cc217d2ce59d/smithsoniancom-17th-annual-photo-contest-model-release.pdf>
 - (ii) *Photos containing other artwork:* Contestants whose photos depict other people's work (such as sculptures, statues, paintings, and other copyrightable works) must be prepared to provide a release from the rights holder to the DLBA upon request. If any other person's work appears in a photo, it must appear as an object in its environment and not a full-frame close-up of another person's creation. <https://public-media.si-cdn.com/filer/3b/1d/3b1da0c3-ab9e-469b-9d94-fla006df7b2c/smithsoniancom-17th-annual-photo-contest-art-release.pdf>



8. Dispute Resolution and Governing Law:

- a. Any dispute concerning the construction, validity, interpretation and enforceability of these Official Rules, contestant's rights and obligations, or the rights and obligations of DLBA in connection with the contest, must be brought through Mediation first and then Arbitration as set forth herein. Venue shall be in Long Beach, Los Angeles County, California.
- b. The Parties agree to first mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be paid by the Parties equally. If for any dispute or claim to which this section applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request to do so has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- c. The Parties agree that any dispute or claim in law or equity arising between them out of any entry to DTLB Unfiltered, which is not settled through mediation, shall be decided by neutral, binding arbitration through the American Arbitration Association, as the exclusive remedy for such controversy, claim or dispute. Arbitration fees, if any, shall be paid by the Parties equally. In any such arbitration, the Parties may conduct discovery to the same extent as would be permitted in a court of law. The arbitrator shall issue a reasoned, written decision, and shall have full authority to award all remedies, which would be available in court. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Possible disputes covered by the above include (but are not limited to) contract claims, tort claims, copyright infringement claims, infringement on the common law right of publicity, or otherwise. Thus, this bilateral arbitration agreement fully applies to any and all claims the Parties may have against one another. However, claims where mandatory arbitration is prohibited by law are not covered by this arbitration agreement, and either Party may present such claims to the appropriate court.
- d. BY AGREEING TO THIS BINDING ARBITRATION PROVISION, EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS OF THESE CONTEST RULES.



- e. This arbitration provision is to be construed as broadly as is permissible under applicable law.
 - f. Governing law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, contestant's rights and obligations, or the rights and obligations of DLBA in connection with the contest, shall be governed by, and construed in accordance with, the laws of State of California.
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- 9. **Winner Publicity:** The DLBA retains the right to publish the first name, last name of the finalists on the websites located at: <http://downtownlongbeach.org> and social media platforms.
 - 10. **Official Rules:** For a physical copy of these Official Rules, send a self-addressed stamped envelope to: DLBA, 100 W Broadway, ste. 120, Long Beach, CA 90802 with a written request postmarked by Oct. 31, 2023.
 - 11. **General:** By entering the Contest participants agree to be bound by these Official Rules and by the decision of the DLBA, which shall be final on all matters relating to this Contest. This Contest shall be void where prohibited by law.



Exhibit A: File and Date Requirements for Submitted Photos

- File format: JPEG only.
- File dimensions: No smaller than 1920 pixels on the longest side.
- File resolution: 300 dpi.
- File size: 15MB maximum.
- Panoramic photos will be accepted. However, note that they may be modified for exhibition purposes.
- Preferred but not required aspect ratio is 2:1 (width is 2 times the size of the height of the image; example: 16 inch width is two times an 8 inch height).
- Please make sure that the digital images of your artworks are:
 - In focus
 - Cropped to feature only your artwork
 - Please, NO watermarks or name imprints/signatures
 - Free of a time-date stamp
- Photo submissions in the immediately following categories must have been taken between 12:00 AM on Oct. 1, 2023 and 11:59 PM on Oct. 22, 2023.
 - (1) People, Places & Events, (2) Skyline & Architecture, (3) Flora & Fauna, (4) Shop Small, (5) Food & Drink
- Photo submissions in the immediately following categories may have been taken at any time in 2023 beginning at 12:00 AM on Jan. 1, 2023 through 11:59 PM on Sept. 30, 2023.
 - (1) Outside the Frame