



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 2022. 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.

1. The Contest:

DTLB Unfiltered is a contest for photographers, both novice and experienced/professional, to submit photographs pertaining to any one of five categories for the chance to receive an award. The five categories contestants may submit photographs for are: (1) people/places/events that take place within Downtown Long Beach, (2) architecture in and around Downtown Long Beach, (3) the environment of Downtown Long Beach, (4) the skyline of Downtown Long Beach, and (5) pets/wildlife within Downtown Long Beach. One (1) winning photograph will be selected from each of the five 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, principles, 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 12:00:00 a.m. Pacific Time on October 1, 2022 (“Contest Open Time”) and 11:59 p.m. Pacific Time on October 31, 2022 (“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 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 31, 2022 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):

- November 14, 2022: Five (5) photos in each of the five (5) categories to be notified based on contact information provided with submission.
- November 16, 2022: Last day to respond to DLBA email if notified as a finalist.

November 17, 2022: Viewfinder Award to be awarded for one (1) photo in each of the five (5) categories. Other winners may be announced in the sole discretion of DLBA.

5. Selection of Finalists: Five finalists from each category will be chosen by selected judges. Each finalist will have their selected photo featured in a gallery display and at DLBA events. Photos will then be printed and mounted to be posted in DLBA office.

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. 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:

- a. *No responsibility for lost entries.* DLBA assumes no liability for lost or misdirected entry forms regardless of the circumstances.
- b. *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 any category, a photograph must: have been shot by the contestant between October 1, 2022 and October 31, 2022; have been taken in or feature Downtown Long Beach (Waterfront-10th Street, 710 freeway-Alamitos Avenue); meet the file requirements set forth in Exhibit A; and meet all other eligibility requirements set forth herein.
 - (ii) 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.
 - (iii) 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.



- (iv) 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.



- (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.

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.

9. Winner Publicity: The DLBA retains the right to publish the first name, last name of the finalists on the website located at: <http://downtownlongbeach.org> and social media platforms.

10. Official Rules: For a copy of these Official Rules, please contact DLBA at (562) 436-4259 OR email us at info@dlba.org.

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 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.
- If photo is taken by a phone, make sure the camera is at least 12 pixels.
- 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