

BARK IN THE PARK PHOTOGRAPHY CONTEST OFFICIAL RULES

1. **HOW TO ENTER:** This contest begins 12:00 A.M. CST on October 29, 2018 and ends 11:59 P.M. CST on November 12, 2018. To enter, go to www.fayetteville-ar.gov/parks and follow instructions to submit your photo and description. Limit one entry per dog. The City of Fayetteville, Arkansas ("City") is not responsible for lost, late, damaged, delayed, incomplete, corrupted or misdirected entries, whether caused by electronic, network, software or computer failures and malfunctions of any kind or by human error. City assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client, insufficient space in user's e-mail account to receive e-mail, or for any other technical reason.
2. **JUDGING:** All entries will be judged by the Parks and Recreation Advisory Board members. In the event of a tie, an additional "tie-breaker" judge will determine the Winner. Incomplete and/or inaccurate entries and entries not complying with all rules are subject to disqualification. Decisions of judges are final and binding. Winner will be notified by phone and/or email on or about November 16, 2018.
3. **ELIGIBILITY:** Open to legal residents of the City of Fayetteville, Arkansas who are 18 years or older at time of entry. Void where prohibited by law. Employees of the City of Fayetteville and Parks and Recreation Advisory Board members (and members of their immediate family and/or those living in the same of household of each such employee/board member) are not eligible.
4. **PRIZES and VALUES:** 1st Place: Examination and grooming from Animal Medical Clinic (\$150). 2nd Place: Gift from Pack Rat Outdoor Center (\$25). 3rd Place: Bliss Cupcakes (\$10). The prizes are awarded without warranty, express or implied, of any kind.
5. **IRREVOCABLE LICENSE AGREEMENT:** By entering this contest, I agree that the City of Fayetteville may use works of art in the marketing and promotion of the city, its departments and its programs to the community as well as its prospective citizens, other cities, and other organizations.

By entering, Entrant represents that any photo, essay, and other materials submitted as part of Entrant's Contest entry are original and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the Entrant owns or has the rights to convey any and all right and title in such photo, essay, and other materials. I hereby represent that I created the photograph, that I possess all rights necessary to grant the City of Fayetteville the rights under this agreement, and I am solely responsible for the creation of the photograph. I do hereby grant to the city of Fayetteville an irrevocable license to use, display, publish, copy reproduce, transmit, distribute, create derivative works based on, or otherwise exploit the photo, in any manner or media throughout the world, currently existing or hereafter devised, for any non-commercial, educational, marketing, editorial or other purpose, without any obligation to provide compensation to me or to seek my approval with respect to any such use of the work. The City of Fayetteville shall also be entitled to display the photograph or other media or objects depicting the photograph in whole or in part, in public, private, educational, artistic or other venues, where such artwork is normally displayed. The City of Fayetteville may duplicate and distribute the photograph by any means and may utilize or display the photograph in electronic format to the same extent as is entitled to utilize or display the photograph in physical formats under the terms of this agreement.

I agree that I am not entitled to any royalties for the City of Fayetteville's use or display of the artwork. I hereby grant to the City of Fayetteville an unrestricted, irrevocable, perpetual, worldwide, royalty free right and permission to use, reuse and incorporate, in any form, manner, or media, now known or developed hereafter, my name, likeness, image, photographs, biographical information, and other indicia of my identity or persona, in connection with the City's use of the artwork, without any obligation to provide compensation to me or to seek my approval with respect to such use.

The Entrant does release and hold harmless the City of Fayetteville and its officers, officials, members agents, and employees from any and all causes of action, suits in law or equity, or demands or claims, or

from any liability from any nature arising out of the creation or use of the artwork and from any obligations made by the artist or artist's agents or employees.

6. **GOVERNING LAW:** This Contest is governed by the laws of the state of Arkansas without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the City of Fayetteville.
7. **SEVERABILITY:** If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.
8. **SPONSOR:** The Sponsor of this Contest is the City of Fayetteville; 113 W. Mountain Street; Fayetteville, AR 72701