

## 2024 Visit Madison Inc. Fall Photo Contest Official Contest Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES.** Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Contest Rules. The **2024 Visit Madison Inc. Fall Photo Contest** ("Contest") begins on October 1, and ends on October 31, 2024, at 11:59 PM (EST) ("Contest Period"). One (1) winner will be selected from online entries received between October 1, 2024 and October 31, 2024, at 11:59 PM (EST) on or around November 3, 2024. Contest is hosted by Visit Madison Inc., 601 W. First St., Madison, Indiana, 47250 ("Host").

**Eligibility:** Contest is open to all natural persons age 18 and older who are legal residents of the United States for the duration of the Contest. Employees, officers and directors of Host, its parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the Contest. Void where prohibited. All federal, state, and local laws and regulations apply.

**How to Enter:** No purchase necessary. On or around October 1, 2024, the Host will promote a Photo Contest using electronic and print marketing efforts. Participants will have the option to submit entries online at <https://visitmadison.org/2024/10/fall-photo-contest-2024/> where they will be given the option to complete an online entry form. Photo submissions can span any length of time as long as the image subject is located within Madison or Jefferson County. Mandatory fields to be completed online include first and last name, email and phone number. By completing the online form for the Contest, the participant agrees to receive promotional information from the Host and its partners.

Host is not responsible for lost, late, misdirected, or non-delivered entries or for any miscommunication or technical failures as a result of contest participation. Upon receipt, entries become property of Host.

Entrants agree that the Host, its affiliates, directors, officers and agents are not liable for, and will be held harmless against, any and all claims to injury, loss or damage of any kind resulting directly or indirectly from participation in this contest or from acceptance or use of any prize.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAW. HOST RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Prize:** A total of one (1) grand prize winner will be chosen. The prize includes \$100 to a local establishment and winning photo featured in Visit Madison Inc.'s 2025- 2026 Experience Guide.

The prize will be awarded in accordance with these Official Rules. Odds of winning depend on photo composition, photo focus, and overall photo quality.

Other expenses and/or services not specified are the sole responsibility of each winner. No alternative prize, cash, or other substitution is permitted. Prize is not transferable. All federal, state and/or local taxes are the sole responsibility of the winner.

**Selection of Winner:** One winner will be determined on or around **November 3<sup>rd</sup>, 2024** from all eligible entries. All decisions are final and binding. Odds of winning will be determined by the photo composition, photo focus, and overall photo quality. Winner will be notified on or around the time of the selection via email and phone. Winner will have seven (7) calendar days from email and/or phone notification to accept the prize. Host is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winner or for late, lost, misdirected, or unsuccessful efforts of winner to claim prize.

If the selected winner cannot be contacted, is ineligible, or fails to claim a prize, prize may be forfeited or an alternate winner selected. An unclaimed prize will become the property of the Host.

**Winners:** The Registration Name of the potential winner of the 2024 Visit Madison Inc. Spring Photo Contest may be publicly announced, at the Host's sole discretion, in any media, for the duration of the sweepstakes period; but the Host has no obligation to do so.

Any potential prize winner whose name is announced publicly as the winner of the **2024 Visit Madison Inc. Fall Photo Contest** must show proof of eligibility and qualify for the particular sweepstake in order to accept the prize. Host is not obligated to select, or publicly announce, any alternative prize winner. By entering the sweepstake, all entrants agree that their registration names may be announced publicly either after or prior to the Host's notification to them that they are a potential prize winner and either after or prior to the Host's determination of their eligibility or qualification for, or their acceptance of the prize. The Host reserves the right to disqualify any potential winner if such potential winner is determined to have been ineligible or unqualified.

Entrants and winners are solely responsible for their own actions relating to this Contest, and the acceptance and/or use of a prize. By participating in this Contest, and/or by acceptance or use of the prize, all entrants and winners agree to release and hold harmless Host, Sponsors and their parent, affiliates, subsidiaries, retailers, agencies, Contest sponsors and the respective officers, directors, employees and agents from and against any liability arising in connection with the Contest and/or use of the prize.

**Winners List and Official Rules:** To obtain a copy of the winners list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to: Visit Madison Inc., 601 W. First St., Madison, IN 47250. Requests must be received no later than December 31, 2024.

## Terms and Conditions

**Participation Agreement:** By submitting images to the Visit Madison Inc. Photo Contest you agree to these Terms and Conditions. Visit Madison Inc. doing business as VisitMadison.org agrees to abide by these Terms and Conditions. Visit Madison Inc. may terminate its Website(s) or its use of your content at any time at its discretion.

### **Allowable Participants**

You must be 18 years of age or older and have the legal right to enter into this agreement and to grant any and all rights to your user generated content (Content) in the form of original photography, video or text.

### **Non-Confidentiality**

You understand and agree that your Content will be publicly displayed and it will not be treated in confidence. In fact, many people from around the world will be able to view your Content and, by submitting images to the Visit Madison Inc. Photo Contest, you provide Visit Madison Inc. with the right to use and share your Content on their official Website(s) including but not limited to VisitMadison.org as well as in all of their social media channels including, but not limited to, Facebook, Twitter, Pinterest, YouTube and Instagram.

### **Visit Madison Inc. Rights To Submitted Content**

By submitting images to the Visit Madison Inc. Photo Contest, you are agreeing to these Terms and Conditions. You grant Visit Madison Inc. and affiliate agents a perpetual, transferable, non-exclusive, worldwide license to a) use, copy, transmit, distribute, reproduce, modify, create derivative works from, adapt, combine with other ideas or works, publish, translate, publicly perform, publicly broadcast and publicly display your Content (or any modification thereto) in whole or in part, in any format or medium now known or later developed and b) use (and permit others to use) your Content in any manner and for any purpose, including and without limitations: marketing, advertising, commercial, or promotional purposes that Visit Madison Inc. or their affiliate agents deem appropriate.

You agree that you are solely responsible for your Content. Visit Madison Inc. is not required to host, display, or distribute any Content on or through their Website(s) and may remove Content at any time or refuse Content for any reason. Visit Madison Inc. is not responsible for any loss, theft, misuse, or damage of any kind to your Content.

By submitting images to the Visit Madison Inc. Photo Contest, you represent and warrant that:

- you are at least 18 years of age, you have the legal right to enter into this agreement and you are not impersonating anyone else
- you own all rights in and to your Content including without limitation, all rights to the audio, video and or digital recording and performance contained in your Content (if any) and/or you have acquired all necessary rights to the elements appearing in your Content to enable you to grant the same rights to Visit Madison Inc. as described herein
- your Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret, or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third party individual or entity
- you agree to release and allow all creative license and creative treatment in the use and production of your Content at the discretion of Visit Madison Inc. and its affiliate agents
- you voluntarily agree to waive all "moral rights" that you may have to your Content
- any information contained in your Content is not known to you to be false, inaccurate, or misleading
- your Content does not violate any law
- you were not and will not be compensated or granted any consideration by any third party for submitting your Content

- you will not be compensated or granted any consideration in any way by Visit Madison Inc. for the use of your Content
- your Content does not incorporate materials from a third party website, copyright protected materials, or personally identifiable information of anyone other than yourself
- your Content does not reflect negatively in any way upon Visit Madison Inc. or their marketing, advertising, commercial, or promotional efforts.

You agree to irrevocably release and forever discharge Visit Madison Inc. and its affiliate agents, subsidiaries, employees and third party providers from any and all actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against Visit Madison Inc. and affiliate agents, subsidiaries, employees and third party providers or their respecting successor without limitation resulting from the use of your Content or anything contained therein by Visit Madison Inc.

### **Indemnification**

You agree to indemnify, defend and hold harmless Visit Madison Inc. and its affiliate agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including a reasonable amount of attorney's fees) that such parties may incur as a result of or arising from your breach of these terms and conditions. Visit Madison Inc. reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with the Visit Madison Inc. defense of such claims.

### **Modifications To These Terms And Conditions**

Visit Madison Inc. may, at its sole discretion, change these Terms and Conditions at any time. Any such changes will be posted on <https://visitmadison.org/2024/10/fall-photo-contest-2024/> along with the new effective date.

### **Takedown**

Should you want your content removed from Visit Madison Inc. Website(s), you will need to send a message to the following: [Info@VisitMadison.org](mailto:Info@VisitMadison.org). Once Visit Madison Inc. acknowledges receipt of your email request, please allow 30 days for any action to take place.

### **Linking, Crawling and Archiving**

If you would like to link to the Website(s) of Visit Madison Inc., you must comply with the following guidelines:

- you must not incorporate any content from this site into your site or social media channels by in-lining, framing, or creating other browser or border environments around the Website Content.
- you only link to, not replicate, the Website Content of Visit Madison Inc.
- you may not use any Visit Madison Inc. trademarks, logos, designs, or service marks in your links
- you may not create the appearance of a relationship or affiliation with Visit Madison Inc.
- your site or social media channels may not contain offensive, distasteful, illegal, or inappropriate Content

If you would like to use a web crawler or other search tool to gather information from Visit Madison Inc. Website(s), you must comply with the provisions of the robots.txt file of the site and you may not circumvent CAPTCHA or other security measures.

#### **Other Conditions/Restrictions**

**CAUTION:** Any attempt by any individual to deliberately damage any Visit Madison Inc. Website(s), tamper with the aggregation process, or otherwise undermine the legitimate operation of the program may be a violation of criminal and civil laws. Should such an attempt be made, Visit Madison Inc. reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

#### **General**

These Terms and Conditions and the Privacy Statement together with any additional terms to which you agree when using particular elements of the Website(s) constitute the entire and exclusive agreement between you and Visit Madison Inc.

#### **Governing Law**

These terms shall be governed by the laws of the state of Indiana. Should any and all legal disputes connected with the Content arise, resolution will take place in accordance with the laws of the state of Indiana.