

MY DETROIT PHOTO CONTEST RULES

SPONSOR

The sponsor is: The Architectural Imagination

TERMS

The My Detroit Photo Contest (the "Contest") begins Wednesday, October 14, 2015 at 12:01 a.m. US Eastern Daylight Time ("EDT") and ends December 31, 2015, at 11:59 p.m. US Eastern Standard Time ("EST"). ALL ENTRIES MUST BE RECEIVED BY December 31, 2015, AT 11:59 P.M. EST. Information on how to enter is included in these Official Rules. By submitting an entry, each entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill-based contest and chance plays no part in the determination of winners. The Contest is subject to federal, state, and local laws and regulations.

WHO MAY ENTER

Contest is open to anyone who lives in, visits, or has visited Detroit, Michigan.

HOW TO ENTER

Each Entry consists of an entry form and a single image made in or of Detroit. To enter, visit www.thearchitecturalimagination.org/mydetroit; complete an entry form with the required information, including your name, address, telephone number, e-mail address, and photo caption; and submit along with a photograph in accordance with the instructions that follow. An individual can enter up to and no more than five photographs, each on a separate entry form. Each entry must comply with the following Photograph Requirements:

1. Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must be 300 dpi, must be in JPEG or .jpg format, and must work for the final postcard dimensions of 7 inches wide by 4.5 inches tall (if a horizontal image) or seven inches tall by 4.5 inches wide (if a vertical image).
2. Photographs may have been taken at any time but must include the date of the photograph on the entry form.
3. Photographs may be color or black and white.
4. Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; entrants must be prepared to provide a release form as described below in Releases. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

5. The photograph must either be A) a single work taken by the Contest entrant named on the entry form, or B) a historical image that the Contestant can prove they have permission to submit (permission in written form must accompany the photo submission with contact information to verify authenticity). By entering the Contest with original work, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and to the extent the submitted photograph contains works that are not original to the entrant, the entrant has the right to use the displayed images in the context of the entry and to authorize the license granted herein.. By entering the Contest submitting historical work created by another artist, entrant represents, acknowledges, and warrants that the submitted photograph is not an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and to the extent the submitted photograph contains works that are not original to the entrant, the entrant has the right to use the displayed images in the context of the entry and to authorize the license granted herein. Works reasonable shown not to be original and without appropriate consent for use will be disqualified and may result in all submissions by the entrant being disqualified, in the sole discretion of the Sponsor.
6. The photograph must not, in the sole discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content for a broad viewing audience.
7. The caption must be complete and accurate, sufficient to convey the place or thing represented in the photograph. Disguising or misrepresenting the origin of the image is cause for disqualification.

JUDGING

The entries will be judged in accordance with the Judging Criteria, as defined below. All entries must be submitted via email and received by December 31, 2015, at 11:59 p.m. EST. Proof of submission is not proof of receipt.

Judging consists of two (2) rounds of evaluation. In round one, representatives from The Architectural Imagination will evaluate each photograph for appropriateness to the theme and potential use as a postcard. The entries selected in round one will proceed to round two. In round two, the judges will select 20 images to be published as postcards. Winners and honorable mentions will be chosen by mid-January and will be notified by e-mail. Decisions of the Judges are final and binding.

RELEASES

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. This information should be provided along with the photograph submission.

If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release. This information should be provided along with the photograph submission.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

CONTEST WINNERS

Twenty (20) images from the entries submitted will be selected to be printed in postcard form by The Architectural Imagination. The 20 postcards will be distributed free of charge to visitors to The Architectural Imagination exhibition at U.S. Pavilion of the 2016 Venice Biennale. Copies of a winning entrant's postcard will be provided free of charge to the entrant, as well as one complete set of the 20 postcards. In addition, all 20 photographs printed as postcards will be published in the catalog of the exhibition. The entrant will receive one copy of this catalog free of charge. Each winning entrant also receives \$100.00.

LICENSE

By entering the Contest, all entrants grant a no-cost, irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entries (along with a name credit) on Authorized Party websites both in conjunction with the Contest and with the exhibition The Architectural Imagination. Display or publication of any entry on the Sponsor's website does not indicate the entrant will be selected as a winner. Additionally, Authorized Parties will not be required to pay any consideration or seek any additional approval in connection with any use authorized by the License. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right at no cost and without any additional approval to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law.

LIMITATION OF LIABILITY

By entering this Contest, to the extent allowed by law, all entrants agree to release, discharge, and hold harmless Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. This Contest is subject to federal, state, and local laws and regulations. To the extent permitted by law,

Entrant releases and promises not to sue or otherwise make claim or seek relief in any forum against contest Sponsor or Authorized Parties or any of their agents, officers or employees. Certain restrictions may apply. Entries are void if Sponsor reasonably determines the photograph to not be an original, or if the entries are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, Trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs.

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.thearchitecturalimagination.org/mydetroit after February 1, 2016. Only winners will be notified in advance of winners' names being posted.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by Sponsor in order to verify the entrant's identity, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the Contest. Personal data will be used by Sponsor exclusively for the purposes stated herein.