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## BIRMINGHAM VIEW PHOTO CHALLENGE ENTRY AGREEMENT

Entries must be submitted by 11:59 p.m. CDT, Aug. 21, 2021

### NAME OF CONTESTANT:

In submitting the attached photo to the City of Birmingham (“the City”) and in consideration for participating in the Birmingham View Photo Challenge, I hereby warrant and agree to the following:

- I am the author of, and have lawful ownership rights to the photo, including the publication and republication rights of the photo. No other person or entity has any right, title, claim, or interest in the photo. The photo is the result of my sole artistic effort.
- The photo is unique and original work created solely by me and does not infringe upon any copyright, trademark, patent, moral rights, intellectual property rights or rights of privacy or publicity of any person or entity. I understand I may be required to provide a release from the holder of any copyright, trademark, patent, or other right in objects or locations depicted in the photo. Any models or persons identifiable in the photo have given approval for publication and distribution (releases) of photo as stated in this Entry Agreement, and that City shall have no obligation to compensate the models or persons under the Alabama Right of Privacy Act or otherwise. The signature of a parent or legal guardian is required on each release for any identifiable person under the age of majority appearing in a photograph.
- I understand that I am required to obtain any and all releases for any persons or objects subject to the rights of another person or entity depicted in the photo necessary to permit the exhibit and use of the photo in any manner set forth in these Contest Rules or Entry Form prior to submission of the photo. I will be prepared to submit the Releases within seven (7) calendar days of a receiving a request for releases by the City.
- The photo is free and clear of any lien.
- I hereby license to the City perpetually all rights of reproduction, distribution, and to display two- or three- dimensional reproductions of the photo in any manner, provided however that the City’s use of the photo shall be restricted to use, publication, republication, and distribution of whatsoever kind relating to any City publication or event, including, without limitation, public display as well as reproduction on City items, such as print ads, postcards, posters, brochures, applications, television programs, City website, and any other of distribution or display, whether print, electronic, or televised. In addition, the City may alter images of the photo as necessary to fit into reduced or enlarged format sizes. The photo may be reproduced, displayed, or distributed in any form without photo credit to the me. No compensation shall be due to me.
- I understand that I retain the rights to my photograph, except for the license granted above to the City. I agree that any further licenses to other parties shall not revoke or otherwise impair the license I have granted to the City.
- I, my legal heirs, executors, administrators, next of kin, successors, and legal representatives knowingly, voluntarily, and expressly agree to release, defend, indemnify and hold harmless the City, its agents, officials, employees, and volunteers from and against any and all claims and liability, including but not limited to copyright, trademark, or patent infringement, arising out of my participation or association with the City of Birmingham Photo Challenge, or publication or distribution of the photo. The City, its agents, officials, employees, and volunteers are not responsible for incomplete or misdirected entries, technical or network malfunctions or failures, or other causes beyond their control.
- I agree to pay all costs incident to any claim, including, without limitation, attorneys’ fees.
- I agree to be bound by the Contest Rules and that the decisions of the Judges are final and binding with respect to all matters relating to the Photo Challenge.
- I agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Photo Challenge and any other purposes outlined in these Contest Rules and Entry Form. The data may also be used by the City to verify my identity, postal address, and telephone number or to otherwise verify my eligibility to participate in the Photo Challenge. The City may also collect a photograph’s metadata upon receipt of an entry.
- I agree that the above information is correct. I further agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alabama and of the United States.

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### CONTESTANT:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of parent or guardian: (If 17 years of age or younger) \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

1. Photo name \_\_\_\_\_

Description \_\_\_\_\_

Date taken \_\_\_\_\_

Include any additional photo information.  
\_\_\_\_\_

2. Photo name \_\_\_\_\_

Description \_\_\_\_\_

Date taken \_\_\_\_\_

Include any additional photo information.  
\_\_\_\_\_