

## 2023 #VisitWilm Summer Photo Contest

### Official Rules and Regulations

No purchase is necessary to enter or win. Participation constitutes full and unconditional agreement and acceptance of Official Contest Rules. All photo entries must be submitted between July 15, 2023 – August 31, 2023. One winner will be selected at random from all valid entries to receive the prize. The winner is chosen once the contest has concluded on or around September 1, 2023.

- **Legal Notices:**

**Eligibility:** Contest is open to all persons aged 18 and older who are legal residents of the United States for the duration of the Contest. Employees, officers and directors of the Greater Wilmington Convention and Visitors Bureau (hereafter GWCVB), 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 about July 15, 2023, the GWCVB will promote a Photo Contest using electronic marketing efforts. Participants will have the option to submit entries online at [visitwilmingtonde.com](http://visitwilmingtonde.com) where they will be given the option to complete an online entry form. 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 GWCVB and its partners. GWCVB 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 the GWCVB.

Any potential prize winner whose name is announced publicly as the winner of the 2023 #VisitWilm Summer Photo Contest must show proof of eligibility and qualify for the sweepstakes in order to accept the prize. GWCVB 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 GWCVB's notification to them that they are a potential prize winner and either after or prior to the GWCVB's determination of their eligibility or qualification for, or their acceptance of the prize. The GWCVB reserves the right to disqualify any potential winner if such potential winner is determined to have been ineligible or unqualified.

Entrants and winners are 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 the Greater

Wilmington Convention & Visitors Bureau (GWCVB) and their affiliates, directors, employees and agents from and against any liability arising in connection with the Contest and/or use of the prize.

**Prize:** A total of one (1) winner will be chosen for the contest. The prize will be two (2) Go Ape Treetop Adventure tickets and a \$100 gift card to High 5 Hospitality. 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. The prize is not transferable. All federal, state and/or local taxes are the sole responsibility of the winner.

**Selection of Monthly Prize Winners:** One winner will be determined on or around September 1, 2023, 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. The winner will be notified on or around the time of the selection via email and phone. The winner will have seven (7) calendar days from email and/or phone notification to accept the prize. GWCVB 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, the prize may be forfeited, or an alternate winner selected. An unclaimed prize will become the property of the GWCVB.

## Terms and Conditions

**Participation Agreement:** By submitting images to the 2023 #VisitWilm Summer Photo Contest you agree to these Terms and Conditions.

**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 Greater Wilmington Convention and Visitors Bureau (GWCVB) Photo Contest, you provide GWCVB with the right to use and share your Content on their official website(s) including but not limited to VisitWilmingtonDE.com as well as in all of their social media channels including, but not limited to, Facebook, Twitter, Pinterest, YouTube and Instagram.

**Publication, License & Release Notice:** By participating in the Wilmington and the Brandywine Valley 2023 Summer Photo Contest, you agree that:

- Pictures used do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
  - Grant the Greater Wilmington Convention and Visitors Bureau (GWCVB) perpetual and unlimited non-exclusive right and license to use, edit, modify, duplicate and create derivative works from the photos used. This may include, but is not limited to the right for the GWCVB, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use the pictures via the Internet or any other interactive media, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to the Greater Wilmington Convention & Visitors Bureau, (100 W. 10th St., Suite 20, Wilmington, DE 19801), participant or his/her heirs and successors, on its own or as part of any audiovisual or other production or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or for any other purpose whatsoever.
  - Release in perpetuity the Released Parties from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the photo contest, and the use thereof as permitted hereunder, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy. Nothing herein will obligate the GWCVB to make any use of any of the rights set forth herein.
- **Appropriate Content:** Photo entries must NOT include the following content:
  - Pornography, adult-oriented content or any other sexually explicit material;
  - Materials relating to lotteries or gambling
  - Explicit language or content, images of violence, or promotion of illegal activities; content in violation of intellectual property rights or laws
  - Libelous, defamatory, disparaging, tortuous or slanderous materials;
  - Content that denigrates, disparages or reflects negatively on the GWCVB, its members, and employees;
  - Drug use or paraphernalia;
  - Real weapons of any kind including, but not limited to, guns, knives or projectiles;
  - Material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation;
  - Audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.);

- And material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in the states of Delaware, Pennsylvania, Maryland or New Jersey.

**Indemnification:** You agree to indemnify, defend and hold harmless GWCVB and its affiliate agents from and against 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. GWCVB 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 GWCVB defense of such claims.

**Modifications To These Terms and Conditions:** GWCVB may, at its sole discretion, change these Terms and Conditions at any time. Any such changes will be posted on [VisitWilmingtonde.com/2023SummerPhotoContest](http://VisitWilmingtonde.com/2023SummerPhotoContest) along with the new effective date.

**Takedown:** Should you want your content removed from GWCVB Website(s); you will need to send a message to the following: [JHorstmann@visitwilmingtonde.com](mailto:JHorstmann@visitwilmingtonde.com). Once GWCVB acknowledges receipt of your email request, please allow 30 days for any action to take place.

### **Other Conditions/Restrictions**

**CAUTION:** Any attempt by any individual to deliberately damage any GWCVB 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, GWCVB 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 elements of the Website(s) constitute the entire and exclusive agreement between you and Greater Wilmington Convention and Visitors Bureau.

**Governing Law:** These terms shall be governed by the laws of the state of Delaware. Should all legal disputes connected with the content arise, resolution will take place in accordance with the laws of the state of Delaware.