MONTCO WEDDINGS PHOTO CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

BY ENTERING THE CONTEST, ENTRANT AGREES TO THESE OFFICIAL RULES.

ALL PHOTOS SUBMITTED MAY APPEAR ON SPONSOR’S WEBSITE, SPONSOR’S FACEBOOK OR INSTAGRAM PAGES, AND ALL FINALISTS’ PHOTOS IN ANY OTHER MEDIUM FOR ANY PURPOSE WITHOUT NOTICE, APPROVAL OR ADDITIONAL COMPENSATION IN SPONSOR’S SOLE DISCRETION.

1. Eligibility: ‘Montco Weddings Photo Contest (the "Contest") is open only to legal residents of the 50 United States and District of Columbia, who are 18 and older at the time of entry. Void where prohibited by law. No purchase necessary to enter the Contest. Employees of The Valley Forge Tourism and Convention Board (the "Sponsor") or any of their respective affiliates, subsidiaries, advertising agencies or any other company or individual involved with the design, production execution or distribution of the Contest (collectively with Sponsor, the "Contest Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. Contest Period: The Contest begins on November 6, 202o and ends on December 6, 2020. This Website (https://www.valleyforge.org/weddings-celebrations/montco-wedding-photo-contest/) clock is the official timekeeper for this Contest. The winner will be announced no later than December 15, 2020.
3. How to Enter the Contest: To enter the Contest, post a photo to your Instagram profile using one of the hashtag #MarriedinMontco. Each posted image must tag @VisitValleyForge and add the location the image was taken. Entrants must also follow @VisitValleyForge. All submissions must be received by December 6, 2020.
4. Photo Entry Requirements: Entrants agree to and understand that Photo entries may be made available to the public, including without limitation, posting on the Internet and may also appear in Sponsor’s advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries. a. The Photo entry must not have been submitted previously in any Contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously. b. The Photo must include positive content about Montgomery County. Any Photo that does not contain positive content about Montgomery County will automatically be disqualified. c. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry, and the Photo entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Contest Entities and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation. d. By uploading the Photo entry, the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, edit, make derivative works from, make available to the public, and/or reproduce the Photo entry through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or unrelated to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, entrant warrants that any so called "moral rights" in the Photo entry have been waived and entrant acknowledges and agrees that Sponsor may use any ideas from any Photo entry or other submitted materials, whether or not entrant has been awarded a prize in connection with any such Photo Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Contest Entities, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant’s behalf or on behalf of entrant’s estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein. e. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Photo entries.
5. Photo Entry Content Restrictions Photo entries must not contain material that: a. Contains or depicts someone smoking or intoxicated; b. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement; c. Contains 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 or age; d. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements); e. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous; f. References persons or organizations without their written permission; g. Disparages any persons or organizations; h. Includes threats to any person, place, business, or group; i. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations. Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth.
6. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): One(1) Visa Gift for $100. Sponsor will not replace any lost or stolen Prizes or any contents therein. Gift Cards are subject to the terms, conditions and restrictions as printed on card. Prizes are provided ‘‘as is‘‘ and without any warranty of any kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All Prizes are non-transferable and non-assignable. Any difference between the stated ARV of any of the Prizes and actual ARV will not be awarded. No cash redemption or prize substitution allowed by Prize winner. Sponsor reserves the right to substitute a prize of equal or greater value if the Prize, or any portion thereof, is unavailable and/or undeliverable for any reason in the sole and complete discretion of Sponsor. Prizes are not valid toward alcohol purchases.
7. Entry Conditions and Release: By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Contest Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, death or personal injury arising out of or relating to a participant's entry, creation of an entry or photo of an entry, participation in the Contest, the Photo, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry or the Photo; and (c) indemnify, defend and hold harmless the Contest Entities from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize or any portion thereof.
8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. Limitations of Liability: The Contest Entities, as set forth above, are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold judging from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.