



To: RCRC Board of Directors
From: Santinia Pasquini, External Affairs Coordinator
Justin Caporusso, Vice President External Affairs
Date: June 12, 2018
Re: Rural County Photo Contest

Summary

This memo outlines the guidelines and submission requirements for RCRC's 2nd Annual Rural County Photo Contest. The Rural County Photo Contest was created to promote tourism and local economic development through showcasing the beautiful landscape, scenery, activities, history, and charm of RCRC's member counties.

Issue

We invite the RCRC Board of Directors and their constituents to get out their cameras and capture life in rural California by showcasing the beautiful landscape and scenery in their communities. Whether it's a scenic waterway, wildlife, livestock, architecture, snowy landscape, seasons, farm and ranch photos, or just a photo that captures the vibrant life in your community – we want to see and share your photos!

Beginning July 1, 2018, RCRC will be accepting photos for the 2018 Rural County Photo Contest. Photos must be submitted no later than midnight on Friday, August 31, 2018.

The contest is open to the general public, and winning photographs will be announced in early September 2018. The winning photograph will be featured during RCRC's Annual Meeting, September 19-21 in Napa County.

Photo entries should be sent to photocontest@rcrcnet.org. All entries must include:

- Location where the photo was taken, including the county in which it was taken; and,
- Photographer's full name and email address.

Photographs must be submitted in .jpeg, jpg., or png. format, 300 dpi or less, and no larger than 10MB. All photographs must be the original work of the participant, or must have the photographer's written permission. By submitting a photo, you give RCRC the right to use the photo in any publication, social media platform, or website, without payment or other consideration.

Judging Criteria

RCRC staff will evaluate all valid entries and select 3 finalist photos to place for public vote through RCRC's social media platforms (Facebook, Twitter, and Instagram). The public voting period will run Tuesday, September 4, 2018 through Tuesday, September 11, 2018, and the photo with the highest number of collective votes will be deemed the winner. The winner will be notified via email by Friday, September 14, 2018.

Prize

The winning photo will be displayed at RCRC's Annual Meeting, September 19 – 21, 2018 in Napa County, and may be used in various marketing materials or work product throughout the next year.

**Rural County Representatives of California (RCRC)
Rural County Photo Contest**

OFFICIAL RULES

1. Contest open only to legal residents of United States. Participants must also be at least eighteen (18) years of age. If you do not meet these requirements, or any other eligibility requirements in these official rules, then you are not eligible to participate in this Contest. Subject to all applicable federal, state, municipal and local laws. **CONTEST IS VOID WHERE PROHIBITED.**
2. All photographs must be submitted digitally in .jpg format to Santinia Pasquini at photocontest@rcrcnet.org. The digital photograph shall not have any text, “water mark” or logo on it.
3. The entire Contest begins on July 1, 2018, at 8:00 A.M. Pacific Time (“PST”) and ends on Friday, August 31, 2018 at 11:59 P.M. PST (the “Entry Period”).
4. Entrants will be asked to provide the following information in the Contest entry process: County where photograph was taken.
5. You may enter an unlimited number of photographs, but you may not use an agency or automated system to enter. RCRC reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and RCRC’s decisions, which are final and binding. You cannot enter the contest unless you comply with all requirements in these Official Rules.
6. Photographs previously produced for compensation and photographs already posted on RCRC’s Web pages or entered in any other Contest are not eligible.
7. Photographs must be taken in one of the 35 RCRC member counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Napa, Nevada, Placer, Plumas, San Benito, San Luis Obispo, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, or Yuba County. Submitted photographs may not contain material that is violent, inappropriate, depicts nudity, or is indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous, as determined by RCRC in its sole discretion.
8. Three finalist photographs will be selected from among all eligible submissions by RCRC staff at their sole discretion (the “Panel”). Photographs will be judged on originality, technical excellence, composition, overall impact, artistic merit, and subject matter relevance to rural counties as determined by the Panel in its sole discretion. The three finalist photographs will be distributed for public vote through RCRC’s social media platforms (Facebook, Twitter, and Instagram). The public voting period will run Tuesday, September 4, 2018 through Tuesday, September 11, 2018, and the photo with the highest number of collective votes as determined by RCRC will be deemed the winner. Decisions of RCRC shall be final and binding.

9. No monetary prize, thing of value, or other consideration will be provided to the winner or any other participant. The winning photograph will be featured during RCRC's Annual Meeting, September 19-21, 2018, in Napa County, California, and in related print, online, and social media presentations.
10. By entering this Contest, you warrant and represent that all photographs you submit are your own original work, do not infringe on any copyright, invade any right of privacy, contain any defamatory, libelous or slanderous material, or violate any other right of any person or entity, do not include or disclose any trade secrets, proprietary information or other confidential information, and are not otherwise contrary to law.
11. For any photograph submitted in which a person is recognizable, you must secure a release from the subject or, in the case of a minor, the subject's parent or guardian. Upon RCRC's request, each entrant must be prepared to provide (within five (5) calendar days of receipt of RCRC'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 submitted photograph, authorizing RCRC and its licensees to reproduce, distribute, display, and create derivative works of the submitted photograph in connection with the Contest and promotion of the Contest, or for any other purpose, in any media now or hereafter known.
12. RCRC shall have no obligation (express or implied) to use any submitted photograph, or to otherwise exploit any submitted photograph or, if commenced, to continue the distribution or exploitation thereof, and RCRC may at any time abandon the use of the submitted photograph for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof. RCRC has no obligation to publish or use or retain any photographs you submit or to return any photographs to you.
13. RCRC will not be responsible for: (a) any late, lost, misrouted, garbled, distorted, or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of RCRC or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.
14. By entering the Contest, entrants grant the RCRC a royalty-free, worldwide, perpetual, non-exclusive license to reproduce, display, distribute, and create derivative works of the entries, in whole or in part, in any media now existing or subsequently developed, for any educational, promotional, publicity, exhibition, archival, scholarly and all other purposes. Any photograph reproduced will include a photographer credit as feasible. The RCRC will not be required to seek any additional approval in connection with such uses.
15. You agree that it is your sole responsibility to obtain all permissions necessary for the grant of the rights necessary contained in paragraph 14. You also agree to take, at RCRC's request, any further action (including, without limitation, execution of assignments, transfers, affidavits and other documents) reasonably necessary, as requested by RCRC, to effect, perfect, or confirm RCRC's rights in and to your photograph or other rights granted in these rules.

16. You further grant RCRC the right to use information that you provide as part of your submission, including your name, city, state, and contact information for the following purposes: (a) contact information will only be used to notify you in the event that you are selected as a finalist; and (b) Name, city, and county may be announced to the public in connection with winning and/or finalist photographs.
17. **General Release.** By entering the Contest, you release and hold harmless RCRC from any liability whatsoever, and waive any and all causes of action, related to any claims, cost, injuries, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

Entrants shall understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that they may have with respect to the release provisions herein are hereby expressly and forever waived. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

18. This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Sacramento, California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental, and/or consequential damages.