

North Okanagan Optimist Club Youth Photo Competition – “BEYOND COVID” Rules

1. The North Okanagan Optimist Club Youth Photography Competition is a youth photo competition.
 - 1.1. By entering the Competition, you hereby accept these Competition Rules and the Terms and Conditions.
 - 1.1.1. Entrants must complete all data requested on the entry form. Incomplete entries are void.
 - 1.1.2. All entries become the property of North Okanagan Optimist Club (“NOOC”) and cannot be returned. NOOC assumes no responsibility for late, misdirected, or illegible entries.
 - 1.1.3. The competition is free to enter.
 - 1.1.4. The competition is open to residents of British Columbia’s North Okanagan aged 5-18.
 - 1.2. Entries may only be submitted through our online site during the competition. Entries will not be accepted after the announced close date and time.
 - 1.3. By entering the Competition, you agree and acknowledge that the NOOC is permitted to receive your registration data. All personal information may be used by the NOOC (“NOOC”) in accordance with both Canadian federal and British Columbia provincial regulations.
2. To enter, you must upload your original work image via the NOOC Website (<https://northokanaganoptimistclub.com>) or any of the official NOOC Award social media sites and follow the on-screen instructions carefully.
 - 2.1. Images and entries should be based on the monthly theme outlined, information on which can be found on the Website.
 - 2.2. Images should be no larger than 9MB. Images should be JPG or JPEG files and be at least 600 pixels wide (if a horizontal image) or 600 pixels tall (if a vertical image). All images must be saved in the sRGB color model.
3. Entries at the conclusion of the contest. The winner will be announced on or before May 1, 2021.
 - 3.1. Submission Age Categories:
 - 5 – 7 Juniors
 - 8 – 15 Youth
 - 16 – 18 Teens
 - 3.2. Finalists will be selected by age grouping and theme category, a merit shortlist will be selected and published on the respective contest gallery.
 - 3.3. Placements of 1st, 2nd, 3rd will be announced based on the judge’s decision from photos selected as finalists by the viewing public as a “People’s Choice” for their appropriate age grouping.
 - 3.4. Voting closes on April 20, 2021. The overall winner will be selected at the conclusion of the contest, on or by May 1, 2021.
 - 3.5. The overall winner of the competition will be notified by email.
 - 3.6. The decision of the Judges and the NOOC is final, and no negotiation will be entered into with respect to any such decision.

4. Each Entrant can submit up to three (3) images; one (1) per theme category. An Entrant however may only have one photo selected as a finalist. Judging will be based on the single image and not a series of images.
5. The NOOC reserves the right, in its sole discretion, to disqualify and remove any entry that does not comply with the following requirements, even after the entry is submitted and published on the Contest Site.
 - 5.1. You warrant and represent, in respect of each entry submitted by You ("Entry"), as follows:
 - 5.1.1. You are the sole owner and author of each Entry.
 - 5.1.2. You have the right to make Your entry available to the Competition.
 - 5.1.3. Each Entry does not contain personally identifiable information about You or any other person(s).
 - 5.1.4. Each Entry does not contain any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, profane, pornographic, or images considered by the evaluation team as inappropriate content.
 - 5.1.5. Each Entry does not contain any material that could constitute or encourage conduct which would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
 - 5.1.6. Each Entry does not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy or publicity, and Your Entry does not include:
 - 5.1.6.1. Trademarks owned by third parties.
 - 5.1.6.2. Copyrighted materials owned by third parties (including movie dialogue or musical compositions).
 - 5.1.6.3. Names, likenesses, voices or other characteristics identifying celebrities or other public figures, living or dead.
 - 5.1.6.4. Screen Credits.
 - 5.1.6.5. Contain any commercial content that promotes any product or service other than that of the NOOC or Optimist International.
 - 5.1.7. No animals were harmed or manipulated in the making of the image.
 - 5.1.8. You agree to fully indemnify the NOOC in respect of all royalties, fees and any other monies owing to any person by reason of Your breaching any of the foregoing.
 - 5.1.9. You confirm that each person depicted in the Entry has granted permission to be portrayed as shown. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.
6. If you are under 16, you must have Your parent's or legal guardian's consent and electronic acknowledgement on submission to participate in the Competition.
 - 6.1. For any winner under the age of 16, NOOC will contact the parental or legal guardian identified on the submission form to validate the consent approval. NOOC will be entitled to select an alternative winner from among the Entrants if the validation is not confirmed.
7. The NOOC will utilize an online "Viewer's Choice" rating process whereby members of the public may vote for a favourite photograph. If there is sufficient evidence (in the Club's sole discretion) to suggest malpractice and manipulation of the rating process, then the NOOC has the right to remove the relevant Entry or Entries and, if necessary, award the prize to a different Entrant. The decisions of the NOOC are final.
8. The NOOC recognizes You, the author of the image, retain full ownership of the copyright in each Entry.

- 8.1. All Entrants understand that any image submitted to the competition may be used by the Club, and its Event Partners, for marketing and promotional purposes of You, the author, the event or to support Club activities, for a maximum of three years after the conclusion of the competition, including, but not limited to:
 - 8.1.1. Entrants understand that any image submitted to the competition may be used by the Club, and its Event Partners, for marketing and promotional purposes of the event only, for a maximum of three years after the conclusion of the 2021 Competition.
- 8.2. You hereby grant the NOOC a non-exclusive, irrevocable licence in each Entry throughout the world for three years in all media for any use connected to the promotion of the NOOC Photography Contest Event and/or Competition, including, but not limited to:
 - 8.2.1. Judging the Competition.
 - 8.2.2. Displaying the winning entries and runners up at public exhibitions promoting the NOOC and organized by the Club.
 - 8.2.3. Inclusion within the Website, our Event Partner website, Optimist International magazine or similar publication.
 - 8.2.4. Inclusion within any materials promoting of the Competition and/or any exhibition organized by the Club.
 - 8.2.5. Inclusion on Competition - and exhibition-related products to be sold by the NOOC or any third party following the individual agreement by the author.
 - 8.2.6. Sub-licensing the Entries to the press for reproduction in connection with the Competition and any exhibition.
 - 8.2.7. Allowing viewers of the Website and/or NOOC Photography Contest Application to view images on a computer screen, PDA or mobile telephone and store such pages in electronic form on disk or on a PDA or mobile telephone (but not on any server or other storage device connected to a network) for their personal, non-commercial use only. Please also refer to clause 9.
 - 8.2.8. You hereby acknowledge and agree if Your image is included in such NOOC Photography Contest Galleries or Club Photography Contest Gallery Applications Your image will remain perpetually in the device royalty free.
- 8.3. All Entrants understand that the image information, including image name and description, may be shared with Event partners and media as per clause 7.1, 7.2 and 8. For the avoidance of doubt the "image information" does not include any personal information of You the author.
9. Any photograph used by the NOOC shall carry a credit line. Any failure to provide such credit line shall not be deemed to be a breach, as long as the NOOC uses its reasonable endeavors to rectify such failure within a reasonable period from the date of notice of such failure.
10. The NOOC assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Competition, and the NOOC assumes no responsibility for technical, hardware or software failure of any kind, for lost network connections, garbled computer transmissions, other problems or technical malfunctions with regard to the Competition. the NOOC assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of Entries. the NOOC is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail addressed to the NOOC on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including any injury or damage to Your or any other person's computer related to or resulting from participation or downloading any materials in the Competition. If for any reason a contestant's entry cannot be viewed or is not capable of

running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, the NOOC assumes no responsibility.

11. In no event will the NOOC, its parent, Event Partners, its advertising or promotion agencies, or its officers, directors, employees, representatives or agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any Entrant's access to and use of the Website. Without limiting the generality of the foregoing, everything on the Website is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranty of merchantability, fitness for purpose or use or non-infringement.
12. You agree to participate in related publicity and to the use of Your name and likeness for the purposes of advertising, promotion and publicity without additional compensation.
13. All Entrants must be able to supply a high-resolution image suitable for printing in media and an exhibition should the image be required.
14. There are no cash alternatives available for prize winners.
15. Winners will be announced online and email.