

NY400 Summer Streets Photography Competition **Official Rules**

Call for Entries:

The NY400 Summer Streets photography competition (the "Competition") seeks talented photographers of all ages and backgrounds to document the transformation of the streets into an exciting public space for people to walk, run, bike and play.

Submission Guidelines:

All photographs must be taken during the Summer Streets events.

For photographs to be considered for the 2009 Summer Streets Photo Contest, they will need to be added to our Summer Streets 2009 Flickr Group. Submitted photos must be "tagged" with the markers "NY400" and "Summer Streets 09." Individuals may enter as many photos as they would like to the contest, but they must possess the full rights to their submitted photos. Those who qualify as a youth or teen must also attach a "youth_SS09" or "teen_SS09" tag to be considered for those categories. The privacy settings of submitted photos must be set to Public or Anyone to be considered in the Competition. If you do not upload your photo to the NY400 Summer Streets' group on Flickr, or do not tag your photo with an appropriate tag, it shall not be considered for competition.

To upload your photographs please follow these instructions:

1. Login to your flickr account or sign-up for a flickr account for free
2. Upload your photos to your flickr account
3. Join our 'Summer Streets 2009' group
4. Add your photos entries to our group
5. Tag your entries with "NY400" and "Summer Streets 09". Photos must be properly tagged in order to be considered for the contest.
6. If you are a youth (18 or under) photographer, please be sure to also attach a "youth_SS09" tag to your photo.

In order to upload higher quality photographs that exceed the upload limit for free flickr account users, we are providing an alternative way to send in photographs through email at SS_Photos@dot.nyc.gov. When submitting these photos, please include your first and last name within each photo title. Also, if you are 18 years of age or younger, please specify whether you qualify for the youth or teen category in the email body. We will accept photos as JPG or TIFF.

If you have trouble using Flickr, please consult their online help files. The Consulate General of the Netherlands and New York City Department of Transportation (together the "Competition Entities") are not responsible for any issues or problems you encounter while trying to upload a photograph onto Flickr.

The Competition is open to all entrants (the "Entrants") regardless of residence or citizenship, so long as the laws of their jurisdiction allow participation. Parents or guardians of Entrants under the age of 18 must submit a fully executed Parent/Guardian Release and Consent. Copies of the Parent/Guardian Release and Consent Form are available on the Summer Streets photo contest

web page.

Categories:

Grand Prize
Youth (under 18)
Summer Streets and Sustainable Transportation
People's Choice

Prizes:

Grand Prize (1)
Youth (under 18) (1)
Summer Streets and Sustainable Transportation (1)
People's Choice (1)

Competition Period:

The Competition begins August 8, 2009 at 7:00 am and concludes on August 30, 2009 at 11:59 pm. Any photographs submitted after the Competition period shall not be considered.

Closing Date:

All photographs must be submitted by August 30, 2009 at 11:59 pm.

Judging:

The jury shall be composed of staff from DOT, NY400 and New York City artists. Entries shall be judged on creativity, technical composition, and how well the photographs capture and translate the event. Winners shall be announced early-September 2009.

Legal Conditions

General:

The Competition Entities have final approval of any language that appears websites under their control in connection to any of the submitted photographs and shall not promote or endorse third-party products or services. Each Entrant warrants that the submitted photograph is owned by the Entrant, and is an original, non-published work that does not infringe upon the rights of any third parties. Each Entrant, upon submission of a photograph, agrees to the following:

1. Consideration and Grant of Rights: For good and valuable consideration, the receipt of which is hereby acknowledged, to grant the Competition Entities, perpetually and irrevocably, the right throughout the world to use the submitted photograph(s) and Entrant's name in connection with such photograph(s) for all legal purposes (the "Licensed Use"). It shall be understood and agreed that such rights include the right to use and to promote the submitted photograph(s) in any format now known or hereafter devised and to hereby waive any right of inspection or approval of the submitted photograph(s) for all the "Licensed Use. The Competition Entities shall, where reasonably possible, credit the Entrant for their submitted photograph;
2. Release: To release and discharge the Competition Entities and its employees, agents,

licensees and successors from any and all claims, demands or causes of action that I may now have or hereafter have for libel, defamation, invasion of privacy, right of publicity, trademark or violation of any other right arising out of or relating to any use of the rights granted by this electronic submission or based on any failure or omission to make use of rights granted by this electronic submission;

3. **Copyright:** To understand and agree that the copyright shall be owned by the Entrant. The Entrant shall grant the Licensed Use of the photograph(s) to the Competition Entities, including and not limited to a nonexclusive, worldwide, irrevocable, royalty-free license to reproduce, distribute, publicly display, and publicly perform the submitted photographs. The Competition Entities may use such submitted photographs in such manner and for such purposes as the Competition Entities deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known without further permission from the Entrant.
4. **Verbal Undertakings:** That no verbal undertakings have been made to concerning rights granted between the parties; and
5. **Official Rules:** To acknowledge and agree to the Official Rules of the Competition.

Release and Consent:

If an Entrant submits a photograph containing the image of a minor (under the age of 18) the Entrant must submit fully executed Minor Image Release and Consent Form. Minor Image Release and Consent Forms are available on the Summer Streets photo contest web page.

Eligibility:

Employees of the Competition Entities and Lead Dog, Inc. and anyone involved in the development or execution of the Summer Streets program or the Competition, and the immediate families (parents, spouses, siblings, and children and their spouses) and members of the households of such employees are ineligible.

Privacy:

Except where prohibited by law, participation in this Competition and/or acceptance of a prize constitutes permission for the Competition Entities to use the winner's name, photograph, likeness, statement, biographical information, voice and address (city and state) on a worldwide basis and in all forms of media, in perpetuity and without further compensation in connection with this Competition. Entry in the Competition constitutes consent to the transfer of the personal information collected from the Entrant to the Competition Entities for the purposes of administering the Competition and for such other purposes to which Entrant may consent as outlined herein or on Competition Entities' websites. Competition Entities may provide you with an opportunity to opt-in to authorize use of your personal information to send you future information relate to events and activities in New York City. By opting-in you authorize the Competition Entities to send such information to you.

Competition Conditions:

This Competition is subject to all applicable federal, state and local laws. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Competition Entities and the Judges, and waive any right to claim ambiguity in the Competition or these Official Rules. By entering, winners and Entrants also agree to release, discharge, indemnify and hold harmless the Competition Entities and each of their respective officers, directors, employees, agents and representatives, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from a) acceptance, possession, misuse or use of any prize or participation in any

Competition-related activity or participation in this Competition, b) any malfunction or other problem with the Competition Website, c) any error in the collection or retention of entry information, or d) any typographical or other error in the printing, offering or announcement of any prize.

Limitations of Liability:

Competition Entities are not responsible for lost, late, misdirected, undeliverable or incomplete online or on-site entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or online or on-site entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not received by Competition Entities on account of technical problems or traffic congestion on the Internet or at a Web site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an Entrant's ability to participate. The Competition Entities are also not responsible for any malfunction of the entire Competition Web site or error in the collection, processing or retention of entry information.

Termination/Suspension/Modification of Competition:

If for any reason this Competition is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Competition Entities which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Competition, the Competition Entities reserve the right at their sole discretion to terminate, modify or suspend the Competition and to select winners by conducting a random drawing from those eligible entries received up to the termination/suspension date. The Competition Entities may also disqualify or prohibit an Entrant from participating in the Competition or winning a prize in this or any other promotion conducted by Competition Entities if, at their sole discretion, it is determined that said Entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception or other unfair playing practices (including the use of automated quick-entry programs), or intending to annoy, abuse, threaten or harass any other Entrants or the Competition Entities representatives. Any attempt by an Entrant to deliberately damage the website or undermine the legitimate operation of the Competition may be in violation of criminal and civil laws. Should such an attempt be made, the Competition Entities reserve the right to seek remedies and damages (including attorney's fees) from any such Entrant to the fullest extent of the law, including criminal prosecution.