

“Life in Sunnyside” Photo Contest- Entry Form

The deadline for the contest is **Wednesday, June 17, 2011**.

Please read the Contest Rules before submitting photos.

Submit digital photos to: spoa.photo@gmail.com

Submit a separate entry form with each photo

Please include:

PHOTO NAME (example: J.Smith-001-May2011): _____

All fields in the entry form must be completed. Contact information will be used solely for contacting contest winners or contacting photographers for permission to use photos elsewhere.

Photographer's Name:

Mailing Address:

Street:

City:

State:

Zip:

Email Address:

Telephone:

Photo Information

Date Photo Taken:

Location of Photo:

Title of Photo:

Contest Category
(select one per photo)

- Animals or Wildlife
- Nature or Outdoor Scenery
- School Sports or Spirit
- Historical Sunnyside

Age Group: Adult 18 years of age or over

Adult 18 years of age or over

Student 17 years of age or under

Send your photo

Send your photo to: spoa.photo@gmail.com

I certify that (1) I have read and agree to the Sunnyside Property Owners Association “Life in Sunnyside” Photo Contest Official Rules; (2) I am properly entering this Contest and complying in all respects with the Official Rules. I represent and warrant that (1) I own all rights, title and interest in and to the photo attached to this entry form (“Photo”), (2) the Photo is my original work, (3) the Photo does not infringe the intellectual property or other rights of another person or entity, and (4) I have all of the necessary right and authority to submit the Photo. I understand that by submitting this Photo, I am granting to Sunnyside Property Owners Association license to publish and display the Photo, along with my name and information about the Photo, on the Sunnyside4u.org website, without further compensation, and to make copies of the Photo for archival purposes. I understand that submitted Photos will not be returned.

I, on behalf of myself, my heirs and assigns, hereby release, indemnify and hold harmless Sunnyside Property Owners Association and its Employees, officers, affiliates, agents and advertising and promotion agencies from any and all damages, injuries, claims, causes of action or losses of any kind resulting from my Photo and/or participation in this Contest, including infringement of intellectual property rights.

I Agree (hardcopy signature): _____

or

I Agree (electronic signature) _____

“Life in the Sunnyside”

SPOA Photo Contest 2011 Official Rules

1. Sponsor: Sunnyside Property Owner Association, Fresno, CA

2. Term

Entry into the Sunnyside Photo Contest (the "Contest") begins on April 1, 2011, at midnight (12:00:00 a.m.) Pacific Time ("PT") and ends on June 17, 2011, at 11:59:59 p.m. PT (the "entry period"). The Contest consists of the phases set forth below, as described fully in these Official Rules.

Phase	Starts at 12:00 a.m. PT	Ends at 11:59:59 p.m. PT
Submission (online only)	April 1, 2011	June 17, 2011
Judging	On or about June 17, 2011	On or about June 22, 2011
SPOA member voting	On or about June 23, 2011	On or about June 23, 2011

Sponsor's computer is the official time-keeping device for the Contest.

3. Eligibility

Contest is open only to legal residents of the Fresno County and who have internet access and photo capturing capabilities. Entrants are responsible for complying with these Official Rules.

Entrant Age categories:

1. Adult 18 years or older.
2. Students 18 years or younger.

4. How to Enter

No entry fee. Visit www.sunnyside4u.org and follow the instructions to complete the registration form and upload a photograph that illustrates one (1) of the following four (4) categories of the named contest theme, "Life in the Sunnyside Area":

1. Animals/Wildlife
2. Outdoor/Nature/Scenery
3. School sports or spirit
4. Historical Sunnyside

Each entrant may submit entries in any Theme category he/she wishes and may submit entries at different times during the entry period, but no entrant may submit more than two (2) entries per Category, eight (8) total submissions allowed per entrant. If an entrant exceeds any of these limits, all of that entrant's entries will be disqualified.

No photos will be acknowledged or returned. By entering a photo in this Contest, Entrant grants a nonexclusive, transferable, royalty-free, worldwide license SPOA to edit, adapt and publish such photo in connection with the Contest and promotion of the Contest, and Sponsor may use the photo in connection with the Contest and promotion of the Contest for advertising, marketing and promotional purposes in commerce and in any and all media now known or hereafter known throughout the world in perpetuity, without attribution, compensation, permission or further notification to the entrant, his/her successors or assigns, or any other entity, unless prohibited by law. Except for the foregoing license, Sponsor does not claim ownership of any copyright in Contest Submissions. Upon Sponsor's request, each contestant must provide a signed written personal release and/or license from (1) all persons who appear in the photo submitted (or their parents or legal guardians if such persons are minors), and/or (2) the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photo entry, authorizing use of the photo in Sponsor's, and their respective designees' editorial publications, advertising, marketing and promotions in connection with the Contest and promotion of the Contest, in any and all media now known or hereafter known throughout the world in perpetuity, without additional compensation, permission or further notification to said copyright owner, unless prohibited by law. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request will result in disqualification of contestant and the related entry. If a potential winner fails to provide such releases, s/he will be disqualified and an alternate winner will be

selected in accordance with the procedures described herein. See attached for personal release/artist release or send a self-addressed, stamped envelope to: SPOA Photo Contest, P.O. Box 8096, Fresno, CA 93747-8096. Sponsor is not responsible for lost, late, incomplete, invalid, damaged, misdirected, or blurred or otherwise indiscernible photos, which shall be disqualified.

5. Photograph Requirements:

Each entry must comply with the following requirements (the "Photograph Requirements"):

Photographs must be in digital format. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable.

All digital files must be 5 megabytes or smaller, must be in JPEG or .jpg format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image);

Photographs may not previously have won an award in a photography contest in the last two years;

The photo must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

The photo must not contain brand names or trademarks;

The photo must, in its entirety, be a single work of original material taken by the contestant;

The photo must not, in the sole and unfettered discretion of the Sponsor, contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous;

The photo must not, in the sole and unfettered discretion of the Sponsor, contain 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.

The photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where photo is created.

Minor burning, dodging and/or color correction is acceptable. Hand tinting is acceptable, as is cropping. Fish-eye lenses are acceptable. High dynamic range images (HDR) and stitched panoramas are acceptable only if the combined parts are all made around the same time. For more information, please read judges comments on image manipulation.

Any changes to the original Photograph not itemized here are unacceptable and will render the Photograph ineligible for a prize.

The entries for each Theme will be judged separately, in accordance with the Judging Criteria, as defined below. All entries must be submitted and received by June 1, 2011, at 11:59:59 p.m. PT. Proof of submission is not proof of receipt. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these Rules.

6. Contest Prizes

The following prizes will be awarded:

ONE (1) GRAND PRIZE of \$50

One (1) FIRST PRIZE and One (1) RUNNER-UP PRIZE will be awarded per category in each age group.

First prize winners will receive \$25 and Runner-up prize winners will receive \$10.

Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize or portion thereof for one of equal or greater value should it become unavailable for any reason.

Limit: One (1) First Prize per person. Grand Prize winner will receive a Grand Prize and a First Prize.

7. Winner Determination

(a) Judging Phase: During the Judging Phase, qualified judges determined by Sponsor in its sole discretion will select the top 2 entrants from each of the four (4) Theme categories (the "Finalists") based on the following criteria ("Judging Criteria"):

- Extent to which photo captures the essence of Theme selected (50%);
- Impact and Creativity (25%); and
- Composition, clarity and technical quality (25%)

In the case of a tie, the entrant whose photo best "captures the essence of theme selected" will be deemed the Finalist. Each Finalist will be notified on or around June 15th, 2011 and each will be deemed a category Finalist subject to verification of eligibility and execution of an Affidavit of Eligibility, License and Liability Release.

The sixteen (16) Finalist entries (2 per Theme category) will be posted at www.sunnyside4u.org.

The First Place and Runner-up Prize winners will be determined by qualified judges determined by Sponsor in its sole discretion using the Judging Criteria.

The Grand Prize winner will be determined by voting members of SPOA at the Annual Summer Social. In case of a tie, the Sponsor, in its sole discretion, will select the potential winner from the tied Entries based on the Judges' analysis of the entries using the Judging Criteria.

8. Winner Requirements

All 16 Finalists (of which one is the potential Grand Prize winner) will be notified whether or not they are the Grand Prize, First Prize or Runner-up winner by mail, email or phone on or around July 1, 2011. The potential If a potential First Prize winner is disqualified for any reason, the other Finalist in the relevant Theme category (for a First Prize) will be deemed the potential winner of the First Prize. If the potential Grand Prize winner is disqualified for any reason, the next best entry as determined by the judges using the Judging Criteria will be deemed the potential winner of the Grand Prize. First Prizes will be shipped approximately 8-10 weeks after the conclusion of the Contest and verification of each winner. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's, name, city, state, likeness, Contest entry and/or prize information in connection with the Contest, in commerce and in all media worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

9. Limitation of Liability

By entering this Contest, all entrants agree to release, discharge, and hold harmless Sponsor, and each of their respective officers, directors, area representatives or their families (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

SPOA assumes no responsibility for any of the following in connection with the Contest: any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or votes; or alteration of entries or votes. SPOA is further not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry or vote to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, fraud by any entrant, Finalist or vote, or any combination thereof, including without limitation any injury or damage to entrants', voters' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials in this Contest.

10. Conditions

THIS CONTEST IS VOID OUTSIDE THE STATE OF CALIFORNIA, AND WHERE PROHIBITED. Entrants and voters agree that this Contest shall be subject to and governed by the laws of the Fresno County and the forum for any dispute related to the Contest shall be in the Fresno County. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply in some jurisdictions. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, obtained through fraud or theft or otherwise non-compliant with these Official Rules.

By participating, entrants and voters also agree (a) to be bound by these Official Rules; and (b) that the decisions of the Sponsor are final and binding with respect to all matters relating to the Contest. By accepting a prize, each winner agrees that Sponsor may use

each winning photograph and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest without further compensation or approval (except where prohibited by law).

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and the validity of any voter, and to disqualify any entrant or voter who submits an entry or vote, respectively, that is not in accordance with these Official Rules or who tampers with the entry or voting process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. Right to Cancel or Suspend Contest

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest. In such event, no prizes will be awarded. If Sponsor elects to cancel or terminate the Contest under any of the circumstances described above, Sponsor will not retain any rights in the submitted photographs.

12. Winners List

Winners' names will be available online at www.sunnyside4u.org after July 15, 2011 following verification of all winners. Alternatively, for names of winners send a self-addressed, stamped envelope to SPOA Photo Contest, P.O. Box 8096, Fresno, CA 93747-8096.

13. Data Privacy

By entering, entrants agree that personal data, including without limitation name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by SPOA Photo Contest, P.O. Box 8096, Fresno, CA 93747-8096. Personal data will be used by Sponsor exclusively for the purposes stated herein.

ARTIST RELEASE

PHOTO NAME (example: J.Smith-001-May2011): _____

With respect to the attached photograph, I hereby represent that I am the copyright owner of the artwork that appears in the photograph. I hereby grant to Sunnyside Property Owners Association, their designees, affiliates and licensees, and to the photographer of the photograph (hereafter the "Authorized Parties") the following worldwide, irrevocable rights:

(1) to copyright the photograph in the name of the photographer; and

(2) to use and re-use, publish and re-publish the photograph, in whole or in part, individually or in conjunction with printed matter, or in composite form, and in any medium, for editorial, commercial, promotional, and/or trade purposes in connection with the SPOA Photo Contest. I hereby waive any right to inspect or approve any copy that is used in connection with the photograph and release and discharge the Authorized Parties from any and all claims arising out of use by an Authorized Party for the purposes described above, including any claims for libel, invasion of privacy or breach of copyright. I am over the age of twenty-one. I have read the foregoing and fully understand its contents.

Signature (hardcopy): _____

Signature (electronic): _____

Printed Name: _____

Date: _____

Complete Address: _____

If a minor, have parent or guardian complete below:

Approval:

Signature: _____

Printed Name: _____

Date: _____

Complete Address: _____

Parental authority (e.g. Mother, Father, etc.):

LOCATION RELEASE

PHOTO NAME (example: J.Smith-001-May2011): _____

With respect to the attached photograph (hereinafter the "photograph"), I hereby represent that I am the owner, and was the owner at the time the photograph was taken, of the private property on which the photograph was taken. I hereby grant to the Sunnyside Property Owners Association (hereinafter the "SPOA"), its affiliates and licensees, and to the photographer of the photograph, the following worldwide, irrevocable rights:

(1) to copyright the photograph in the name of the photographer; and

(2) to use and re-use, publish and re-publish the photograph, in whole or in part, individually or in conjunction with printed matter, or in composite form, and in any medium, for editorial, commercial, promotional, and/or trade purposes. I hereby waive my right to inspect or approve any copy that is used in connection with the photograph and release and discharge the SPOA, its affiliates and licensees, and the photographer from any and all claims arising out of use by the Society, its affiliates and licensees, of the photograph for the purposes described above, including any claims for libel and invasion of privacy. I am over the age of twenty-one. I have read the foregoing and fully understand its contents.

Signature (hardcopy): _____

Signature (electronic): _____

Printed Name: _____

Date: _____

Complete Address:

PERSONAL RELEASE

PHOTO NAME (example: J.Smith-001-May2011): _____

With respect to the attached photograph (hereinafter the "photograph"), I hereby grant to Sunnyside Property Owners Association (hereinafter the "SPOA"), their designees, affiliates and licensees, and to the photographer of the photograph (hereafter the "Authorized Parties"), the following worldwide, irrevocable rights:

(1) to copyright the photograph in the name of the photographer; and

(2) to use and re-use, publish and re-publish the photograph, in whole or in part, individually or in conjunction with printed matter, or in composite form, and in any medium, for editorial, commercial, promotional, and/or trade purposes in connection with the SPOA Photo Contest. I hereby waive my right to inspect or approve any copy that is used in connection with the photograph and release and discharge the Authorized Parties from any and all claims arising out of use by any Authorized Party of the photograph for the purposes described above, including any claims for libel and invasion of privacy. I am over the age of twenty-one. I have read the foregoing and fully understand its contents.

Signature (hardcopy): _____

Signature (electronic): _____

Printed Name: _____

Date: _____

Complete Address: _____

If a minor, have parent or guardian complete below:

Approval:

Signature (hardcopy): _____

Signature (electronic): _____

Printed Name: _____

Date: _____

Complete Address: _____

Parental authority (e.g. Mother, Father, etc.):

