

## **MONARCH BAY PLAZA PHOTOGRAPHY CONTEST CONTEST TERMS AND CONDITIONS**

### **CONSENT, WAIVER OF LIABILITY AND RELEASE**

#### **Limits of Liability:**

By participating in the Monarch Bay Plaza Photography Contest, each contest entrant agrees to release and hold harmless the Sponsor, defined as Monarch Bay Plaza, its owner, its manager, its property management company, all partners, agents, affiliates, and tenants (hereinafter referred to as "RELEASED PARTIES"), from any and all liabilities, claims, demands, damages or costs (including, without limitation, litigation costs and attorney's fees), resulting from, growing out of, or in any way connected with or incident to: (1) this contest, including, without limitation, any liability arising from the use, processing or preparation of the finished Photograph(s) submitted by each entrant and loss or damage to the Photograph(s); (2) any prize won; or (3) any use of the entry materials provided, except for the gross negligence of the RELEASED PARTIES. For the purposes of this Consent, Waiver of Liability and Release form ("Release"), the term "Photographs" shall mean and refer to all or any portion of any visual image submitted to Monarch Bay Plaza or its sponsoring agencies.

**Indemnification:** By participating in this contest, each contest entrant agrees to indemnify and hold harmless the RELEASED PARTIES from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by the RELEASED PARTIES by reason of: (1) any violation or infringement of any proprietary right or copyright; (2) any libelous or unlawful matter contained in the Photograph(s); or (3) any invasion of privacy or trespass in the taking or publication of the Photograph(s) from any use that may be made of the Photograph(s) by the RELEASED PARTIES. Each contest entrant also agrees to indemnify the RELEASED PARTIES for any such amounts arising from the entrant's breach of any covenant, representation, or warranty of this agreement.

**Conditions:** By entering this contest, each contest entrant agrees to allow Monarch Bay Plaza to: (1) reproduce the Photograph(s); (2) use it in whole or in part, at any time, in composite or distorted form, in color or otherwise without any compensation due to the entrant; (3) publish it through any medium, including, but not limited to, printed medium, video and/or on the internet; and (4) exhibit it. Photographer credit will be given for Photograph(s) published by Monarch Bay Plaza. Photographers will still retain copyright to their Photograph(s), subject to the license described below. By entering this contest, each contest entrant agrees to grant Monarch Bay Plaza a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, adopt, distribute, publish, use in the creation of derivative works, use in advertising or for commercial purposes, and display the Photograph(s), or any part of it, and to grant to any third party a coextensive sublicense to use the Photograph(s) for advertising or other purposes or for promoting public awareness of Monarch Bay Plaza.

By entering this contest, each contest entrant waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

**Consideration:** This Release is entered into by each entrant in consideration of being allowed to participate in the contest and for publication of their name in a photographer credit in connection with any publication of such Photograph(s) by the RELEASED PARTIES.

**Photographs of readily identifiable persons:** If the Photograph(s) contains a readily identifiable person as a subject, Monarch Bay Plaza reserves the right to disqualify such an entry.

**Warranties:** By participating in this contest, each contest entrant warrants and represents the following:

1. that the Photograph(s) which are the subject matter of this agreement are their original work in all respects;
2. They are the sole and exclusive owner of the Photograph(s);
3. the Photograph(s) are free, clear, and unencumbered;
4. no part of the Photograph(s) is taken from or based on any other work;
5. no part of the Photograph(s) infringes the copyright or any other right of any person;
6. They are an amateur photographer earning less than 50% of their income from photography; and
7. They took the Photograph(s) in California, featuring nature, landscapes, wildlife, and many inspiring photos of California's natural beauty (no identifiable individuals) as outlined in rules for this contest.

**Agreement to be bound by these terms and conditions:**

I declare that I am a legal resident of California and am eighteen (18) years old or older and am legally competent to execute this release.

I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have voluntarily agreed to these terms.