

TOWN OF SURFSIDE 2020 EARTH DAY PHOTO CONTEST

About the Contest

The Town of Surfside Parks and Recreation Department (the "Town") invites all photographers, both amateur and professional, to share their best original photos of any object that is reused or recycled. We are especially looking for high resolution photos that best represent Earth Day and the importance of reusing and recycling. All photos submitted have the possibility of being used in Town publications and promotions, along with photographer acknowledgement, when feasible.

Submit up to five of your favorite reused or recycled shots taken by April 13, 2020 at 5:00 p.m. and show us what Earth Day in Surfside means to you!

All photos will be displayed and voted for at the Town's Earth Day Event on April 19, 2020 at the Surfside Community Center, 9301 Collins Avenue, Surfside, Florida.

Prizes

The Grand prize winning photo will be framed and displayed in the lobby of the Town's Parks and Recreation main office for one year.

- **GRAND PRIZE** \$100 Parks and Recreation Gift Certificate
- **First Prize** – \$75 Parks and Recreation Gift Certificate
- **Second Prize** – \$50 Parks and Recreation Gift Certificate
- **Third Prize** – \$25 Parks and Recreation Gift Certificate

Rules

- Eligibility -The contest is open to all photographers.
- Deadline – The contest runs February 1, 2020 through April 13, 2020. Submissions must be delivered to the Parks and Recreation office by 5:00 pm on April 13, 2020 or post-dated no later than April 13, 2020 to be considered.
- Photographer's Rights – By participating in the contest, Photographers retain all rights to the Photographs, including ownership, except those rights licensed to the Town as described in the next sentence. Photographers grant the Town: (a) A nonexclusive, worldwide, irrevocable, royalty-free license to reproduce, distribute, use in publications and associated trade magazines, publicly display and publicly perform the photographs submitted to the Town as part of the Contest; and (b) The right to use Photographer's name, city, state, country of residence, and information regarding the Photographs in promotions and other publications.
- Photographer's Responsibility – Photographs must not include shots of people.
- Photo Criteria:
 - All photographs must have been taken within the past three years in Surfside to be considered.
 - Photos should accurately reflect the subject matter and scene as it appeared. Photos should not be digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, color and contrast, etc.). Multiple exposures that have been combined to produce a single "high dynamic range" image are acceptable.
 - Image orientation may be portrait or landscape.
 - Images should be high resolution.
 - Images that do not meet these requirements may or may not be included in the display or may be rejected from the contest.

- How to Submit:
 - The Town will accept prints with 5-inch by 7-inch dimensions only. On the back of the photo please write the photographer's first name and last name and image number.
 - A maximum of 5 submissions.
 - Photographers are to complete and sign the attached Contest Entry Form and Agreement to be submitted along with their prints.
 - On the entry form photos should be listed with the following information:
 - Image # – should correspond with the number on the back of the picture
 - Location – identify the location where photo was taken.
 - Description – title or name of picture.
 - Year Taken – (No photographs older than three years, please.)
 - Mail or deliver the prints along with the Contest Entry Form and Agreement by 5:00 pm on April 13, 2020 to:

Mailing & Delivery Address:

Photo Contest
Parks and Recreation Department
9301 Collins Avenue
Surfside, FL 33154

- Voting –Voting will take place on Earth Day, April 19, 2020 at the Surfside Community Center.
 - All Earth Day attendees will receive 3 voting tickets to choose their 3 favorite pictures.
 - Winners will be chosen at the end of the Earth Day Event.
- Legal Conditions – By participating in the Contest, Photographer agrees to indemnify, defend, and hold harmless the Town from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Town arising out of, or by reason of, or resulting from the Photographs or Photographer's involvement with the Contest, and from and against any and all resulting losses, injuries, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the matters contemplated herein, including but without in any way limiting any claims for copyright infringement, violation of any potential right to privacy and/or publicity right. The contest is void where prohibited by law.
- Other – The Town of Surfside is not responsible for lost entries. The Town of Surfside reserves the right to adjust any deadline(s) as the result of causes beyond its control.

Town of Surfside Parks and Recreation

Photo Contest Entry Form



Photographer's Name (Should match the back of each print)

Photographer's Signature _____ Date _____

Signature of Parent/Legal Guardian if Photographer is a Minor Child¹ _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Alt. Telephone _____

E-Mail² _____

Date Submitted: _____

Image # (corresponds with number on print)	Location (where photo was taken)	Photo Description (name of photo)	Year photo was taken (cannot be over three years)
01			
02			
03			
04			
05			

Submission Due: April 13, 2020 at 5:00 p.m.

Mail or Deliver to:
 Photo Contest
 Parks and Recreation Department
 9301 Collins Avenue
 Surfside, FL 33154



Questions? Contact Parks and Recreation at (305) 866 – 3635,
 ehopkins@townofsurfsidefl.gov, or consult our website at www.townofsurfsidefl.gov

¹ Minors (under age 18) must have their parent or legal guardian's signature and consent to participate.

² Providing your e-mail is optional. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not provide your e-mail.

Town of Surfside Parks and Recreation Photo Contest Entry Form and Waiver



RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Release of Liability, Hold Harmless and Indemnification Agreement, ("Agreement") is executed by _____, an ADULT (the "Photographer"); or

by _____, a MINOR CHILD (the "Photographer"), and by _____, the parent and/or legal guardian of the Photographer (the "Guardian"), in favor of the Town of Surfside, the Town's Parks and Recreation Department, and their elected/appointed officials, attorneys, directors, employees, officers, agents and representatives (collectively, the "Town").

The Photographer is participating in the **Town's 2020 Earth Day Photo Contest** (the "Contest"). The Photographer, and if the Photographer is a minor, the Guardian on behalf of Photographer, acknowledges and agrees that:

1. Photographer has read, agrees to, and has abided by the rules of the Town's Contest.
2. Photographer is the person who took the photograph(s) submitted to the Town as part of the Contest (collectively, the "Photographs"), and has not assigned any of Photographer's rights associated with the Photographs to any third party and has sole, complete and unrestricted authority to enter into this Agreement and to grant the rights described herein.
3. Photographer retains all rights to the Photographs, including ownership, other than those rights licensed to the Town as described in the next sentence. Photographer grants the Town
 - a. A nonexclusive, worldwide, irrevocable, royalty-free license to reproduce, distribute, use in publications and associated trade magazines, publicly display and publicly perform the photographs submitted to the Town as part of the Contest; and
 - b. The right to use Photographer's name, city, state, country of residence, and information regarding the Photographs in promotions and other publications.
4. Photographer acknowledges that the Town and its partners and/or sponsors may use photographs, video or film of the Photographer and/or Photographs for educational, informational or promotional purposes. Photographer grants the Town and its partners and sponsors permission to include images of Photographer, Photographer's likeness, and/or the Photographs for any purpose with no compensation or liability.
5. Photographer releases the Town for any liability whatsoever that arises from the Town's use of the Photographs, except for uses that violate the terms and conditions of this Agreement.
6. Photographer agrees to indemnify, defend, and hold harmless the Town from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Town arising out of, or by reason of, or resulting from the Photographs or Photographer's involvement with the Contest, and from and against any and all resulting losses, injuries, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the matters contemplated herein, including but without in any way limiting any claims for copyright infringement, violation of any potential right to privacy and/or publicity right.

I HAVE READ, FULLY UNDERSTAND AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND I SIGN THIS FORM ON MY OWN FREE WILL.

Photographer's Printed Name _____ Date _____

Photographer's Signature or Signature of Parent/Legal Guardian if Photographer is a Minor¹