

## From Legal:

### TERMS AND CONDITIONS

You retain your rights to your photograph; however, by submitting your photo, you grant the City of Worcester (and those authorized by the City of Worcester) a royalty-free, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works of the entries, in whole or in part, in any media now existing or later developed, for any City of Worcester purpose, including, but not limited to, advertising and promotion of the City and its website. The City of Worcester will not be required to pay any additional consideration or seek any additional approval in connection with such uses.

To be eligible for consideration, each photograph must have been shot by the entrant since 2016.

Photos in which people are present are eligible. For a photo in which a person is recognizable, you must secure a model release from the subject or, in the case of a minor, the subject's parent or guardian and provide it to the City of Worcester upon request.

\*If you have a signed model release, please retain it in your personal files. If your photo is selected, you will be asked to submit the release at that time.

Similarly, entrants whose photos depict other people's work (such as sculptures, statues, paintings, and other copyrightable works) may need to obtain a release from the rights holder and provide it to the City of Worcester upon request. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's creation.

Images that involve the willful harassment of wildlife, damage to the environment by the photographer, or involve putting any individual or animal in danger, are not eligible.

Photos that violate or infringe upon another person's rights, including but not limited to copyright, are not eligible.

Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by the City of Worcester in its sole discretion, are not eligible.

By entering, You represent and warrant that your submission is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If the content of your submission is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless The City of Worcester from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which The City of Worcester may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

By submitting a photograph, you acknowledge your understanding and agreement with these terms and conditions and subsequent use of your photographs by and at the discretion of the City of Worcester.

## **PRIVACY POLICY**

Information submitted with an entry is subject to the Privacy Policy stated on the City of Worcester website. To read the Privacy Policy, [click here](#).