Contest Rules

Please read these rules (the Rules) before submitting your photo(s) to Wisconsin Engineer Magazine (WEM)'s contest. These are General Rules governing all contests hosted by WEM. By participating in the contests, you understand, acknowledge and unconditionally agree to abide by the following Rules:

BASIC SUBMISSIONS GUIDELINES FOR PHOTOGRAPHS

- 1. The contests are open for online submissions only, through the WEM Google Form.
- 2. Submissions will not be accepted once the deadline lapses.
- 3. Photos submitted must be at least 640 pixels on the shorter side, and no more than 2000 pixels on the longer side. Images should be no larger than 2MB. Photos must be in JPEG format.
- 4. You may submit up to three entries.
- 5. No one person can win more than one category (max award of 1 per person).
- 6. You are required to provide a unique title & description for each image submitted.
- 7. The same photo can be submitted for more than one contest. However, previous winning photos may not be submitted and will not be considered in the contest.
- 8. All submitted photos must have no border(s), logo(s), copyright marks, identifying marks, or any other visible references and/or marks on the image.
- 9. Basic editing, including color enhancement, the use of filters, and cropping of the photo(s) is acceptable, provided any such editing does not affect the authenticity and/or genuineness of the photo(s).
- 10. Advanced editing used to create illusions, deceptions, and/or manipulations, and the adding and removing of significant elements within the frame is prohibited.
- 11. Every image uploaded is subject to a moderation process before it becomes visible on the contest page. WEM reserves the right to assess and disregard any submitted photo at our discretion.
- 12. Photos that portray or otherwise include inappropriate and/or offensive content, including provocative nudity, violence, human rights and/or environmental violation, and/or any other contents deemed to be contrary to the law are strictly prohibited and will be immediately discarded.
- 13. A participant who submits any such photos may be permanently banned from participating in any future contests.

THE JUDGING

- 1. WEM will appoint a judge/judges for each contest. This will comprise of members of the editorial team, with the exception of the decision of Miscellaneous winners.
- 2. For the Reader's Choice, the general public will select the winning photos via social media. Specifics about decisions for the category Reader's Choice are determined by the Social Media and Public Relations department and are subject to change by the department discretion.
- 3. The judging panel shall assess and determine the winning Photos. The results and the winners will be announced on the website and on social media.

- 4. The decision of WEM's judging panel will be final and binding on all Participants in respect to all matters relating to the Contest.
- 5. WEM reserves the right to call for original JPEG or RAW files for the purpose of authentication. An image may be disregarded if this information cannot be provided.

THE PRIZES

- 1. Electronic Prizes will be sent to the email attached in your submission form.
- 2. Any state/ provincial/ territorial, and/or local taxes, fees and surcharges and taxes (whether foreign or domestic and including income tax) on any prize that may be awarded to You under the Contest will be solely paid by You.

INTELLECTUAL PROPERTY RIGHTS

- 1. Submitted photos must be original, created, and/or taken by the contestant. It must not contain any materials owned or controlled by a third party for which you have not obtained a license, must not infringe the copyright, trademark, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity.
- 2. WEM respects photographers' copyrights and copyrights shall remain vested with the creator of the image. Upon making the submission, you grant WEM, worldwide, non-exclusive, royalty-free, sub-licensable right and license to use, publish, reproduce, display, perform, adapt, create derivative works, distribute, have distributed, print, in whole or in part, in any form, in all media forms now or hereafter known, to promote the contest, image, the photographer or for editorial or educative use.
- 3. The Photographer will be credited wherever the image is used.

LIABILITY

- 1. You hereby hold harmless, release, indemnify and discharge WEM and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers and representatives from all liability, claims, judgments, demands, controversies, agreements, damages, actions and causes of action whatsoever, arising out of or related in any way to the contest or the conduct of the contest and the acceptance and use, misuse, or possession of any prize awarded, whether in law or in equity, no matter what the cause or nature, and You further waive any claims that You may state or assert against WEM in association with the contest or any of its associated activities, or in any way related to or resulting from the contest even if such injury or claims results from or is caused by the negligence or gross negligence of WEM, in whole or in part, due to human error or otherwise. You further agree to indemnify and hold harmless WEM from any claim arising out of your participation in the contest including, without limitation, all claims brought or asserted by any third party as a result of any injury or loss that You or they may sustain in any way associated with your participation in the contest.
- 2. Under no circumstance will WEM be liable for any:
 - a. lost, late, misdirected, stolen, illegible or incomplete Submissions
 - error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, submitted Photo(s);

- c. problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing;
- d. incorrect or inaccurate information, caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the Photos and/or the Submissions; and/or
- e. injury or damage to any Participant or to any computer related to, resulting from or in connection with the Contest.
- 3. If, for any reason, the contest is not capable of being conducted as anticipated, due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of WEM, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, WEM reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest as deemed appropriate, disqualify any Participant, and/or select winners from all eligible Photos submitted prior to the termination, cancellation, modification or suspension. WEM reserves the right to correct any typographical, printing, computer programming, or operating errors at any time.