

## AUTHORIZATION AND RELEASE

I, \_\_\_\_\_, being of legal age (18 years or over) am participating in Graduate Photo Contest at the University of Notre Dame du Lac, Notre Dame, Indiana. I, individually and on behalf of my legal heirs, grant permission to the University of Notre Dame du Lac, and its officers, trustees, employees, agents, students, representatives, successors, licensees and assigns (hereinafter “the University”) rights to the submitted photograph (hereinafter the “Image”).

I, individually and on behalf of my legal heirs hereby grant permission to the University to edit, crop, or retouch such Images, and waive any right that I may have to inspect the final Image. I hereby consent to and permit the Image of me to be used by the University worldwide for any purpose, including educational and advertisement purposes, and in any medium, including print and electronic. I understand that the University may use such Images with or without associating names thereto. I further waive any claim for compensation of any kind for the University’s use or publication of Image.

I, individually and on behalf of my legal heirs hereby fully and forever discharge and release the University from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of Image by the University, and covenant and agree not to sue or otherwise initiate legal proceedings against the University for such use or publication. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

## OFFICIAL RULES

- 1. Eligibility:** This contest is open only to University of Notre Dame du Lac graduate and post-doctoral students.
- 2. Sponsor:** This contest is sponsored by the University of Notre Dame du Lac.
- 3. Agreement of Rules:** Participation in this contest constitutes entrants’ full and unconditional agreement to and acceptance of these rules and the decisions of the University, which are final and binding. Winning a prize is contingent on being compliant with these rules and fulfilling all other requirements set forth herein.
- 4. Contest Period:** This contest will be starting 8/1/2017 and ending 7/31/2018. Entries that are submitted before or after the contest period will be disqualified. Submissions will be accepted for the duration of the contest using the online method only.
- 5. How to Enter:** This contest must be entered by submitting an entry online at <https://gradconnect.nd.edu/register/wearintheworld>. The entry must comply with all contest rules set forth herein. All entries become the property of the University and will not be returned.
- 6. Prizes:** A monthly winner will be selected each month to receive a \$30.00 Starbucks gift card. A semester winner will be selected each semester to receive a \$100.00 Hammes Bookstore gift card. A yearly winner will be chosen each year to receive \$500.00 in Discretionary Research and Professional Development funding, to be reimbursed after the University of Notre Dame Graduate School has determined that the money was spent appropriately for research and development of the student. All prizes will be provided by the University of Notre Dame Graduate School. Prizes are not transferrable.
- 7. Odds of Winning:** Odds of winning the prizes depend on the total number of participants.

**8. Winner Selection and Notification:** Winners will be selected based on creativity, locale, and quality of the photograph. The winners will be notified via email, phone, or mail.

**9. Photos Including Minors:** If any photo submitted by an entrant includes a Likeness of a person under the age of eighteen (18) (a “Minor”) and the photo is chosen to be included in a broadcast element or to win a prize, the parent or legal guardian of such Minor will be required to sign and return a release in the form provided by Sponsors (the “Minor Release”) before such photo is allowed to be included in any broadcast element or such entrant can receive a prize. Failure to return the signed Minor Release on behalf of such Minor within five (5) business days or receipt will result in disqualification of entrant and another entrant from the remaining entries will be chosen.

**10. Restrictions on Entries:** By submitting a photo, each entrant hereby acknowledges and confirms that (i) he/she is the original author and creator of the photo; (ii) he/she owns or has secured all rights to use, publish, and copyright the photo; (iii) the photo is original and has not been previously published; (iv) the photo does not and will not infringe any third party’s copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights or rights of publicity or privacy; (v) the photo is not the subject of any actual or threatened litigation or claim; (vi) the photo is not obscene, offensive, libelous, pornographic, threatening, abusive, contain illegal content, or otherwise objectionable; (vii) the photo does not encourage a criminal offense or otherwise give rise to liability or violate any law; (viii) entrant is the sole and exclusive owner of all rights (including, without limitation, all intellectual property rights) in and to all content and elements incorporated into or used in the entry photo or has the express written permission to use such content and elements from the owner(s) of the rights to such content and elements; (ix) the photo does not include any disparaging remarks relating to the University or any third party; and (x) the photo fully complies with these Official Rules.

University reserves the right to remove and disqualify any entry that it deems, in its sole discretion, to be inappropriate, objectionable, and/or inconsistent with the positive image and/or good will in the promotion of this contest.

Photos shall not have been taken (in whole or in part) by, nor shall they include, individuals are: (1) represented under a contract (e.g., by a talent agent or manager) that would limit or impair the University’s ability to display the photo as permitted by these Official Rules; (2) subject to a contract that would make such individual’s appearance in the photo a violation of any third-party rights; or (3) under any other contractual relationship that may prevent the University from being able to use the photo worldwide in all media in perpetuity on a royalty-free basis, without payment or fee obligations. Modifying, enhancing, retouching, or altering any photos in connection with this contest in any way may disqualify the entry, at the sole discretion of the University.

**11. Disputes:** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Indiana.

\_\_\_ By checking here, I, the entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.