



CRITERIA FOR ENTRIES

Deadline for new entries is April 19, 2018.

The Selfie Contest is open to entrants aged 15-18 who are currently enrolled as a Midway High School student.

All entries must be submitted via Facebook or Instagram with #KeepHewittBeautiful in the caption.

The theme of the selfie should be Earth Day related (water conservation, waste reduction, beautification, etc.).

Selfies can only be submitted in the form of images and not any other form of work (such as video).

Submissions will be accepted from **April 1, 2018 until 11:59pm CST on April 19, 2018.**

SELFIE COMPETITION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES

1. BINDING AGREEMENT

To enter the Contest, you must agree to these Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the scholarships described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and The City of Hewitt (the organizer of the Contest) with respect to the Contest.

2. ELIGIBILITY.

To be eligible to enter the Contest, you must be: (1) 15 years or up to 18 years of age on the submission date (2) have access to the Internet as of April 1, 2018; and (2) All entrants below the age of 18 must have consent from a parent or legal guardian before entering the Contest. The City of Hewitt reserves the right to verify eligibility and to adjudicate on any dispute at any time. Entrants may be asked to submit original electronic files of their photographs; failure to do so may result in disqualification from the Contest.

3. CONTEST PERIOD.

The Contest begins at 12:00 A.M. Central Time (CST) Zone in Texas on April 1, 2018 and ends at 11:59:59 P.M. CST on April 19, 2018 ("Contest Period").

4. HOW TO ENTER.

NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest event website <http://cityofhewitt.com/744/7353/Hewitt-Earth-Day> ("Contest Site") during the Contest Period and follow the instructions for submitting selfies that will make up your entry for the Contest ("Selfie"). Only entries posted via Facebook and/or Instagram with #KeepHewittBeautiful in the caption will be accepted. No entries will be accepted if they are submitted via any other means. The Photographs must meet the "Selfie Requirements," described below. ONE (1) IMAGE ENTRY PER PERSON. Subsequent entries will be disqualified. Team entries and entries on behalf of entities are void. All entries must be received by 11:59:59 p.m. (CST) on the closing date for the contest. Entries are void if they are animated images or videos, illegible, incomplete, damaged, counterfeit, obtained through fraud, or late.

5. SELFIE REQUIREMENTS.

Entrants may submit up to 1 Selfie in the Contest. By submitting an entry in the Contest, each entrant represents and warrants that his or her Selfie conform to these Official Rules and meet the following criteria:

- a. It must be an original work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- b. It must not be or include content which is derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- c. It must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, provincial or local laws and regulations the laws or regulations in any state where the Selfie was created.
- d. It must not reference any person, group, or organizations without their written permission.
- e. It must not be subject to any third party agreement(s) which may require the City of Hewitt to pay any sum of money to any person or entity as a result of its use or exploitation of the Photographs or rights therein.

During the Contest Period, the City of Hewitt and/or the Judges will be evaluating each entry to ensure that it does not violate the Selfie Requirements. While The City of Hewitt, its employees and/or the Judges will make every effort to review the submitted Selfies to ensure that they meet the Selfie Requirements; they may not be able to view all Selfies during the Contest Period.

6. JUDGING.

There will be one round of judging, by panel of curators selected by The City of Hewitt, Texas and a panel of judges selected by The City of Hewitt, Texas.

During the judging, the panel of Hewitt Parks and Beautification Board members will evaluate and attribute a score to each entrant's Selfies made up of scores based upon the below-listed criteria.

- a. How original is the Selfie?
- b. How creative is the Selfie?
- c. How well does the Selfie fit the aims of the competition?

Submissions of 1 individual Selfie from each entrant will be considered.

Judges will evaluate and attribute a score to each entry made up of scores based upon the above-listed criteria.

In the event the Winner is disqualified for any reason, the Selfie that received the next highest total score will be chosen as the Winner. The Winner will be publicly announced at the Earth Day Event held at The City of Hewitt's Warren Park on April 21, 2018, as detailed in Section 8, and subsequently on the Contest Site. The Winner will be selected and notified by telephone, social media and/or email. If the Winner does not respond to the notification attempt within 2 days from the first notification attempt, then such Winner may be disqualified and an alternate Winner will be selected from among all eligible entries received based on the judging criteria described herein. Except where prohibited by law, the Winner may be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by The City of Hewitt. If required, the Winner must return all such required documents within 7 days following attempted notification or such Winner may be deemed to have

forfeited the scholarship and another Winner will be selected based on the judging criteria described herein. Further, the Winner warrant that they can attend the Earth Day Event and announcement in the event they are selected as the Winner. If the Winner is unable to so attend, such Winner may be disqualified and an alternate Winner may be selected from among all eligible entries received based on the judging criteria described herein.

In the event that no Selfies are received, no scholarship will be awarded. Determinations of Judges are final and binding.

7. SCHOLARSHIP.

The individual selected as the Winner will receive one (1) \$200.00 college school scholarship at The City of Hewitt's Earth Day Event. Scholarship is not redeemable for cash.

In the event that the Winner is unable, for whatever reason, to accept any Scholarship then The City of Hewitt reserves the right to award the scholarship to an alternative Winner.

Odds of winning any scholarship depends on the number of eligible entries received during the Contest Period and the skill of the entrants. No transfer, substitution or cash equivalent for scholarships is allowed, except at The City of Hewitt's sole discretion. The City of Hewitt reserves the right to substitute the scholarship, in whole or in part, of equal or greater monetary value if the scholarship cannot be awarded, in whole or in part, as described for any reason, including export laws. The scholarship may be subject to restrictions and/or licenses. **The scholarship is distributed through the recipients' school financial aid office and may be applied to any portion of the school's fees.**

11. GENERAL CONDITIONS.

All federal, state, provincial and local laws and regulations apply. The City of Hewitt reserves the right to disqualify any entrant from the Contest if, in The City of Hewitt's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, viewers, The City of Hewitt or the Judges.

12. INTELLECTUAL PROPERTY RIGHTS.

As between you and The City of Hewitt, each entrant shall retain ownership of all intellectual property rights in the entry (including moral rights) subject to these Official Rules. However, by entering the Competition, and to the extent allowed by law, entrant grants, but solely in relation to the promotion and/or advertising of the Selfie Scholarship to The City of Hewitt, and its affiliates, licensees, promotional partners, developers and third party marketing entities ("Permitted Users") a non-exclusive, perpetual, worldwide, royalty-free license to modify, rearrange, copy, reproduce and adapt the images only to fit the format required for product web pages and marketing materials, and to publish and use the Selfies themselves and the content of and elements embodied in the Selfies, including any names, locations and likenesses, for the duration of the rights, in any and all media, including but not limited to digital and electronic media, computer, and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner without further review, notice, approval, consideration, or compensation. The City of Hewitt will not commercially exploit the Selfies and all such rights of commercial exploitation remain with entrants.

13. PRIVACY.

Participants agree that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, shared and otherwise used for the purposes and within the context of the Contest.

Participants also understand this data may be used by The City of Hewitt in order to verify an entrant's identity, postal address and telephone number in the event an entry qualifies for a scholarship. If a participant does not provide the data required, that participant's entry will be ineligible. By accepting the scholarship, participant agrees and consents to The City of Hewitt and its agencies use of entrant's name and/or likeness and Selfies to name the entrant for a reasonable time after completion of the Contest in promotional and advertising material of The City of Hewitt (or its agents) as a winner of the Contest without additional compensation, unless prohibited by law.

14. PUBLICITY.

By accepting a scholarship, entrant agrees to The City of Hewitt and its agencies use of his or her name and/or likeness and Selfies for advertising and promotional purposes without additional compensation, unless prohibited by law.

15. WARRANTY AND INDEMNITY.

Participants warrant that their Selfies are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Selfies and that they have the right to submit the Selfies in the Contest and grant all required licenses. Each entrant agrees not to submit any entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state, federal, provincial or local law. Participants also warrant that they have not submitted their entry on behalf of a team or any other entity.

To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any Selfies or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; (e) acceptance, possession, misuse or use of any scholarship or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of entry information; or (h) any typographical or other error in the printing, offering or announcement of any scholarship or winners.

16. ELIMINATION.

Any false information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

17. INTERNET.

Contest Entities are not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Selfies due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

18. RIGHT TO CANCEL, MODIFY OR DISQUALIFY.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, The City of Hewitt reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest. The City of Hewitt further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal

and civil laws and should such an attempt be made, The City of Hewitt reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.

19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT.

Under no circumstances shall the submission of an entry into the Contest, the awarding of the scholarship, or anything in these Rules be construed as an offer or contract of employment with either The City of Hewitt, or the Contest Entities. You acknowledge that you have submitted your Selfies voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you, The City of Hewitt or the Contest Entities and that no such relationship is established by your submission Selfies under these Rules.

20. FORUM AND RECOURSE TO JUDICIAL PROCEDURES.

These Rules shall be governed by, subject to, and construed in accordance with the laws of the United States of America. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.

21. ARBITRATION.

By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and The City of Hewitt of whatsoever kind or nature arising out of these Rules, shall be submitted to the City of Hewitt Administration.