

The “Spirit of Winchester” Photo Contest

Official Rules

1. **Eligibility:** “Spirit of Winchester” Photo Contest (Photo Contest) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees and Board/Committee Members of the Winchester-Frederick County Economic Development Commission (EDC), as well as their immediate family (spouse, parents, siblings, and children) and household members of each such employee/board/committee member, are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Photo Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Sponsor:** The Winchester-Frederick County Economic Development Commission, 45 E. Boscawen Street, Winchester, VA 22601.
3. **Timing:** The Photo Contest begins on January 4, 2010 at 8:00a.m. Eastern Standard Time (“EST”) and ends on February 17, 2010 at 12:00 p.m. (noon) EST (the “Promotion Period”). Sponsor’s computer is the official time-keeping device for the Photo Contest. The EDC reserves the right to extend the contest if a suitable number of entries are not received. The EDC also reserves the right to not award a gift card in any category with insufficient entries.
4. **How to Enter:** Submit your digital photo, along with a completed and signed entry form for each photo, to info@winva.com. Limit 2 entries per category. Submitting photographs is free.

Licensing: By submitting your photos to this contest, you agree that:

- You are certifying that the photo is rightfully yours;
- You will be appropriately credited for your original creation but agree to no further compensation or permission following the initial announcement of award winners.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

5. **Winner selection:** Sponsor will select winners based on an anonymous judging of entered photos. Winners will be notified the week of March 1, 2010. Winners will be announced to the public the week of March 15, 2010. Photos received are reviewed by a panel of Sponsor staff for

basic qualification before submitting to Photo Contest Judging Panel for consideration. Each potential winner will be notified by email or phone. If a potential winner cannot be contacted by March 12, 2010, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner in the submission category. Prizes will be fulfilled approximately 8-10 weeks after the selection of winners of the Photo Contest.

6. **Prizes:** One (1) Grand Prize Winner will be selected from all entries. The Grand Prize Winner will receive a \$500 Visa gift card. One (1) winner will be selected from each entry category. Each category winner will receive a \$200 Visa gift card. Total value of all prizes \$1,500.
7. **Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor and any of its respective officers, employees, directors and agents from any claim or cause of action.
8. **Publicity:** Except where prohibited, participation in the Photo Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, submitted photos, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Entrant further acknowledges that, regardless of whether a submission is selected as a winning submission, a complete copy of the entry form and the information it contains is subject to release under the Virginia Freedom of Information Act, in the event that the EDC receives a proper request for the same.
9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Photo Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Photo Contest, as determined by Sponsor at its sole discretion. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Photo Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Photo Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute waiver of that provision.
10. **Limitations of Liability:** The Released Parties are not responsible for: any incorrect or inaccurate information, whether caused by entrants or printing errors; technical errors of any kind; unauthorized human intervention in any part of the entry process; technical or human error which may occur in the administration of the Photo Contest; or late, lost, undeliverable, damaged or stolen mail.
11. **Disputes:** Entrant agrees that: any and all disputes, claims and causes of action arising out of the Photo Contest shall be resolved individually, without resort to any form of class action. Entrant agrees that any and all such disputes or the like shall be subject to the exclusive jurisdiction of the Circuit Court for Frederick County, Virginia.
12. **Governing Law.** This contest and the resolution of any disputes or the like in relation to it shall be governed by the laws of the Commonwealth of Virginia.