

Official Modern Mining & Technology Week Photography Contest Rules & Regulations 2016

SPONSOR

Modern Mining & Technology Sudbury is organizing this photo contest with the help of their sponsors.

TERM

The official **Modern Mining & Technology Week** Photography Contest (the "Contest") begins on April 11, 2015 at midnight (12:00:00 a.m.) Eastern Standard Time and ends on May 20, 2015 at 4 pm (the "entry period") Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each Entrant agrees to the Official Rules and Regulations and warrants that his or her entry complies with all requirements set out in the Official Rules. This is a skill based contest and chance plays no part in the determination of winners.

WHO MAY ENTER

Contest is open to amateur photographers that reside in the Greater Sudbury Area. Professional photographers may not apply.

HOW TO ENTER

To enter, visit: www.modernmining.ca/photo-contest-2016. Then, as per the instructions on the website, e-mail your photo to: contests@modernmining.ca. Include the photo title, a photo description, your name, your email address (will not be displayed) and your phone number (will not be displayed).

Photos should reflect a theme of "Minerals & Metals in Our Daily Lives".

Photos must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph need not be taken with a digital camera; scans of negatives, transparencies or photographic prints are acceptable.

All digital files must be 5 megabytes or smaller, must be in JPEG or JPG format and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). Photographs must have been taken within two years of the date of entry.

Minor burning, dodging and/or color correction is acceptable. Hand tinting is acceptable, as is cropping. Fish-eye lenses are acceptable. High dynamic range images (HDR) and stitched panoramas are acceptable only if the combined parts are all made around the same time.

Photographs that include sculptures, statues, paintings and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided entrants must be prepared to provide a release form as described below in "Release". 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 art.

The photograph, in its entirety, must be a single work of original material taken by the Contest entrant. By entering the Contest, the Entrant represents, acknowledges, and warrants that the submitted photograph is an original work created by the Entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual

property right of any person or entity and that no other party has any right, title claim or interest in the photograph.

The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit or otherwise objectionable or inappropriate content.

All entries must be submitted and received by **May 20, 2016 at 4:00 pm**. Proof of submission is not proof of receipt. Entries must be made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, Internet domain owner, or other person or organization (i.e. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to examine the original photography/source material in order to confirm compliance with these rules.

The entries will be judged by the viewing public in an electronic vote using "Likes" on the social media website Facebook. After May 30, 2016, winners' names will be available online at: www.modernmining.ca/photo-contest-2016.

RELEASES

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence, the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within seven calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor, and their licensees ("Authorized Parties") to reproduce, distribute, display and create derivative works of the entry for editorial, commercial and/or trade purposes, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the contest and selection of an alternate winner (Download the [Personal Release Form](#)).

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry for editorial, commercial and/or trade purposes, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner. (Download the [Artist Release form](#)).

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry for editorial, commercial and/or trade purposes, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner. (Download the [Location Release Form](#)).

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

Contest Prizes

The Entrant of the entry with the most number of "likes" will receive the grand prize of a \$350 gift certificate to Henry's in Sudbury, Ontario.

The Entrant with the next most number of "likes" will each receive a first runner up prize of a \$200 gift certificate to Henry's in Sudbury, Ontario.

The Entrant with the next most number of "likes" will receive a second runner up prize of a \$100 gift certificate to Henry's in Sudbury, Ontario.

The entry in the "Junior" category (under age 18) with the most number of "likes" will receive a \$100 gift certificate to Henry's in Sudbury, Ontario. (Entrants must submit their age at time of entry to qualify.)

The Prizes are non-transferable and no cash alternative is available. If notification is undeliverable, either by mail or email, this may result in disqualification and selection of an alternate potential winner.

Potential winners shall be required to sign and return any required releases within 10 days following attempted notification. This includes a Warranty of Ownership and License in which the Entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted and grants to Sponsor the irrevocable, perpetual, non-exclusive license to reproduce, distribute, display, and create derivative works of the entry (along with name credit) in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest and selection of an alternate potential winner.

Limitation of Liability

By entering this Contest, all entrants agree to release, discharge, and hold harmless The Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors and representatives from any claims, losses, and damages arising out of their participation in this Contest or any contest-related activities and the acceptance and use, misuse or possession of any prize awarded hereunder.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other person's computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individuals who tamper with the entry process and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs.

Short Form Rules

Open to amateur photographers that reside in the Greater Sudbury Area. Professional photographers may not apply. Contest opens April 11, 2016 at midnight (12:00:00 a.m.) and closes May 20, 2016 at 4:00 pm. To enter, go to: www.modernmining.ca/photo-contest-2016.

The Entrant with the most number of "likes" will receive the grand prize of a \$350 gift certificate. The Entrant with the next most number of "likes" will receive a first runner up prize of a \$200. The Entrant with the next most number of "likes" will receive a second runner up prize of a \$100 Henry's gift certificate. The entry in the "Junior" category (under age 18) with the most number of "likes" will receive a \$100 gift certificate to Henry's. (Entrants must submit their age at time of entry to qualify.) Odds of winning depend on the number of entries received and skill of entrant.